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

CARMA TECHNOLOGY, CORP., CARMA TECHNOLOGY, LTD. *Plaintiffs*, v. UBER TECHNOLOGIES, INC., UBER FREIGHT HOLDING CORPORATION, *and* UBER FREIGHT US LLC, *Defendants.*	Case No. 2:25-cv-29-JRG-RSP **JURY TRIAL DEMANDED**

DEFENDANTS' ANSWER TO FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Uber Technologies, Inc. ("Uber Tech"), Uber Freight Holding Corp. ("UFHC"), and Uber Freight US LLC (collectively, "Defendants"),[1] through their undersigned counsel, hereby answer the First Amended Complaint for Patent Infringement, filed by Plaintiffs Carma Technology, Corp. and Carma Technology Ltd. ("Plaintiffs" or "Carma") on August 14, 2025. Dkt. 58 (the "FAC").

Any allegation not explicitly admitted is denied. Defendants do not, by noting or admitting that the FAC purports to characterize or quote particular documents, admit the truth of any assertion in the referenced document. Moreover, headings and footnotes contained within the FAC are not substantive allegations to which an answer is required. To the extent headings or footnotes are deemed substantive allegations to which an answer is required, Defendants deny the

[1] Where necessary to distinguish among Defendants, this Answer refers to Uber Technologies, Inc. as "Uber Tech," Uber Freight Holding Corporation as "UFHC," and Uber Freight US LLC as "UFUS." Defendants deny Plaintiffs' use of "Uber" as a collective representation of each separate defendant is proper, and Defendants deny any allegation that ignores the legal and operational distinctions between each defendant.

allegations. In answer to the FAC, Defendants state as follows:[2]

FACTUAL BACKGROUND

1. Denied.

2. Defendants admit that Sean O'Sullivan ("Mr. O'Sullivan") is the named inventor of U.S. Patent No. 7,840,427, U.S. Patent No. 10,741,071, U.S. Patent No. 10,916,138, U.S. Patent No. 11,017,668, and U.S. Patent No. 11,164,456. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 and therefore deny the same.

3. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 3 and therefore deny each and every allegation therein.

4. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 4 and therefore deny each and every allegation therein.

5. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 5 and therefore deny each and every allegation therein.

6. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 6 and therefore deny each and every allegation therein.

7. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 7 and therefore deny each and every allegation therein.

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[2] Defendants have filed a Motion to Dismiss Plaintiffs' Complaint for Improper Venue and Failure to State a Claim, or in the Alternative, Motion to Transfer under 28 U.S.C. § 1404(a), Dkts. 21, 62 (the "Motion to Dismiss"), which remains pending before this Court. Nothing in this Answer is intended to, nor should be construed to, waive any arguments raised in the Motion to Dismiss. Defendants file this Answer while expressly preserving all arguments and defenses raised in the pending Motion to Dismiss.

8. Defendants admit that a provisional application was filed on February 12, 2007, from which the Asserted Patents purport to claim priority. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8 and therefore, unless expressly admitted, deny each and every allegation therein.

9. Defendants deny that Avego developed a groundbreaking ridesharing product. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 9 and therefore, unless expressly admitted, deny each and every allegation therein.

10. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and therefore deny each and every allegation therein.

11. Defendants admit that in July 2013, Bay Area Rapid Transit went on strike. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 11 and therefore, unless expressly admitted, deny each and every allegation therein.

12. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and therefore deny each and every allegation therein.

13. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 13 and therefore deny each and every allegation therein.

14. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 14 and therefore deny each and every allegation therein.

15. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and therefore deny each and every allegation therein.

THE PARTIES

16. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and therefore deny each and every allegation therein.

17. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore deny each and every allegation therein.

18. Defendants admit that Uber Tech is a corporation organized and existing under the laws of Delaware with a principal place of business located at 1725 Third Street, San Francisco, CA. Defendants admit that Uber Tech was founded in 2009 as UberCab by Garrett Camp and Travis Kalanick. Defendants admit that Uber Tech's 2025 Form 10-K identifies three operating and reportable segments: Mobility, Delivery, and Freight. Defendants do not understand the characterization of "Uber's original business," including that it was "ride-hailing for commuter vehicles," and, on that basis, deny any allegations using such terminology. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 18.

19. Defendants admit that UFHC is a corporation organized and existing under the laws of Delaware with headquarters at 433 West Van Buren Street, Chicago, IL 60607. Defendants admit that as of December 31, 2024 and 2025, Uber Tech owned approximately 84% of the capital stock of UFHC. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 19.

20. Defendants admit that Defendant UFUS is a limited liability company organized and existing under the laws of Delaware with a registered agent located at 1209 Orange St., Wilmington DE 19801. Defendants admit that UFUS maintains an office at 3010 Gaylord Pkwy

#200, Frisco, TX 75034. Defendants admit that UFUS is a wholly owned subsidiary of UFHC. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 20.

JURISDICTION AND VENUE

21. Defendants admit that Plaintiffs have brought an action asserting claims under the patent laws of the United States and that the Court has subject matter jurisdiction over such claims pursuant to 28 U.S.C. §§ 1331 and 1338(a). Defendants deny that they have infringed or are infringing any valid and enforceable patents.

22. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and therefore deny each and every allegation therein.

23. Defendants deny venue is appropriate under 28 U.S.C. § 1400(b) as to "Uber" because the designation Uber does not properly distinguish between each of the separate, legal entities that include "Uber" in their names. Defendants further deny venue is proper as explained in their Motion to Dismiss for Improper Venue (Dkt. Nos. 21, 62, and 81), which is incorporated by reference herein. Defendants, moreover, deny that any act of infringement has occurred. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 23.

24. Defendants admit that UFUS has an office located at 3010 Gaylord Pkwy #200, Frisco, TX 75034. UFUS took over the lease from Transplace Texas, LP in 2022. Defendants admit that the Transplace family of companies were acquired by UFHC in 2021, and in 2022, Transplace Texas, LP was converted to UFUS. Defendants admit that the cited LinkedIn page, which is a retired LinkedIn page for Transplace, includes a description that "Transplace, an Uber Freight company, powers the largest managed transportation and logistics network in the world. Our tech-enabled services and solutions platform are backed by the unrivaled combination of

innovative technology and a dedicated team of domain experts, engineers and data scientists. With over $11 billion of Freight Under Management (FUM), we are committed to thrilling our customers by consistently improving supply chain performance and providing greater visibility and control of their logistics networks. Companies of all sizes rely on Transplace to deliver trusted outcomes through best-in-class logistics management, strategic capacity and cross-border services." Unless expressly admitted, Defendants deny each and every allegation in Paragraph 24.

25. Defendants admit that Uber Tech has licensed UFUS to use Uber Tech's technology stack pursuant to intercompany agreements. Defendants admit that pursuant to one of those intercompany agreements, Uber Tech has licensed UFUS to access or call "SaaS services," which are defined as "the networking infrastructure, compute and network resources, and engineering tools and similar technology," to "facilitate the provision of services in the Freight Field." Unless expressly admitted, Defendants deny each and every allegation in Paragraph 25.

26. Denied.

27. Defendants admit that the "UBER FREIGHT" trademark with Serial No. 87984116 is owned by Uber Tech. The trademark registration speaks for itself. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 27.

28. Defendants admit that pursuant to license the "UBER FREIGHT" trademark is displayed at the office located at 3010 Gaylord Pkwy #200, Frisco, TX 75034. Defendants admit that the image in Paragraph 28 appears to be a screenshot of a Google Street View image and that the image speaks for itself. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 28.

29. Defendants admit that the portion of Uber Tech's August 6, 2025 Quarterly Report pasted into Paragraph 29 appeared in the August 6, 2025 Quarterly Report. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 29.

30. Defendants admit that Paragraph 30 includes a quotation from Uber Tech's August 6, 2024 10-Q. Defendants admit that Uber Tech's Form 10-Q dated August 6, 2025, identifies UFHC as a "variable interest entity" or "VIE" pursuant to SEC regulations and includes condensed consolidated balance sheets for UFHC. The further allegations appearing in Paragraph 30 purport to rely on statements in the 10-Q but do so by removing the context, and therefore Defendants deny each and every such allegation in Paragraph 30. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 30.

31. Denied.

32. Denied.

33. Defendants admit that, for the purposes of this case alone, the Court has personal jurisdiction over Defendants.

THE [ALLEGED] INFRINGING PRODUCTS

34. Defendants admit that Uber Tech offers mobility services through a mobile phone application, including services labeled UberX, UberX Share (formerly Uber Pool), UberXL, Comfort, Green, Uber Pet, and Uber Black. Uber Tech further admits that certain of its services include communication features, RideCheck, and/or the ability to utilize a star-based feedback system. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 34.

35. Defendants admit that Uber Tech offers services labeled Uber Eats and Uber Courier that provide, among other things, delivery of food and other items. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 35.

36. Defendants admit that Paragraph 36 includes a quotation from Uber Tech's August 6, 2024 10-Q. The further allegation appearing in Paragraph 36 purports to rely on statements in the 10-Q but does so by removing the context, and therefore Defendants deny each and every such allegation in Paragraph 36. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 36.

THE ASSERTED PATENTS

37. Defendants admit that Plaintiffs have asserted claims for infringement of U.S. Patent No. 7,840,427 ("the '427 Patent"), U.S. Patent No. 10,741,071 ("the '071 Patent"), U.S. Patent No. 10,916,138 ("the '138 Patent"), U.S. Patent No. 11,017,668 ("the '668 Patent"), and U.S. Patent No. 11,164,456 (the '456 Patent) (collectively, the "Asserted Patents"). Defendants admit that the documents attached as Exhibit A–E appear to be copies of the Asserted Patents. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 37.

38. Denied.

39. Defendants admit that the U.S. Patent and Trademark Office (USPTO) issued the '427 Patent on November 23, 2010, but deny that such issuance complied with the standards of patentability as set forth in at least 35 U.S.C. §§ 101, 102, 103, and 112. Defendants admit that the document attached as Exhibit A to the Original Complaint, Dkt. 1-1, appears to be a copy of the '427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 39.

40. Defendants admit that the USPTO issued U.S. Publication No. US 2008/195428 A1 on or around August 14, 2008, as part of the prosecution of the ’427 Patent.

41. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 41 and therefore deny each and every allegation therein.

42. Defendants admit that the USPTO issued the ’071 Patent on August 11, 2020, but deny that such issuance complied with the standards of patentability as set forth in at least 35 U.S.C. §§ 101, 102, 103, and 112. Defendants admit that the document attached as Exhibit B to the Original Complaint, Dkt. 1-2, appears to be a copy of the ’071 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 42.

43. Defendants admit that the cover of the ’071 Patent identifies Carma Technology Limited as the assignee. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 43 and therefore, unless expressly admitted, deny each and every remaining allegation therein.

44. Defendants admit that the USPTO issued the ’138 Patent on February 9, 2021, but deny that such issuance complied with the standards of patentability as set forth in at least 35 U.S.C. §§ 101, 102, 103 and 112. Defendants admit that the document attached as Exhibit C to the Original Complaint, Dkt. 1-3, appears to be a copy of the ’138 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 44.

45. Defendants admit that the cover of the ’138 Patent identifies Carma Technology Limited as the assignee. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 45 and therefore, unless expressly admitted, deny each and every remaining allegation therein.

46. Defendants admit that the USPTO issued the ’668 Patent on May 25, 2021, but deny that such issuance complied with the standards of patentability as set forth in at least 35 U.S.C. §§ 101, 102, 103, and 112. Defendants admit that the document attached as Exhibit D to the Original Complaint, Dkt. 1-4, appears to be a copy of the ’668 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 46.

47. Defendants admit that the cover of the ’668 Patent identifies Carma Technology Limited as the assignee. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 47 and therefore, unless expressly admitted, deny each and every remaining allegation therein.

48. Defendants admit that the USPTO issued the ’456 Patent on November 2, 2021, but deny that such issuance complied with the standards of patentability as set forth in at least 35 U.S.C. §§ 101, 102, 103, and 112. Defendants admit that the document attached as Exhibit E to the Original Complaint, Dkt. 1-5, appears to be a copy of the ’456 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 48.

49. Defendants admit that the cover of the ’456 Patent identifies Carma Technology Limited as the assignee. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 49 and therefore, unless expressly admitted, deny each and every remaining allegation therein.

50. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 50 and therefore deny each and every allegation therein.

51. Defendants admit that each of the Asserted Patents identifies Provisional Application No. 60/900,808, filed on February 12, 2007, and Nonprovisional Application Ser. No.

12/069,656, filed in February 2008. Defendants deny that each Asserted Patent is entitled to claim priority to such applications. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 51.

52. Denied.

53. Defendants admit that the quoted language appearing in Paragraph 53 and Figure 1 appear in Exhibit A. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 53.

54. Defendants admit that Plaintiffs purport to summarize portions of the ’427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 54.

55. Defendants admit that Paragraph 55 contains out-of-context quotations from the ’427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 55.

56. Defendants admit that the quotation appearing in Paragraph 56 appears in the ’427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 56.

57. Defendants admit that Paragraph 57 contains out-of-context quotations from the ’427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 57.

58. Defendants admit that Paragraph 58 contains out-of-context quotations from the ’427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 58.

59. Denied.

60. Defendants admit that paragraph 60 contains out-of-context quotations from the ’427 Patent. Defendants deny that “the Asserted Patents [] describe numerous improvements to the system that enhance the safety and security of the passengers and drivers.” Unless expressly admitted, Defendants deny each and every allegation in Paragraph 60.

61. Defendants admit that paragraph 61 contains out-of-context quotations from the ’427 Patent. Defendants deny that “the Asserted Patents further enhance security of the system by allowing the use of a proxy system to maintain a level of driver and rider anonymity.” Unless expressly admitted, Defendants deny each and every allegation in Paragraph 61.

62. Defendants admit that paragraph 62 contains out-of-context quotations from the ’427 Patent. Defendants deny that “the Asserted Patents further enhance the security for the passengers by monitoring for anomalies such as whether the Driver and Rider devices have deviated from the intended route.” Unless expressly admitted, Defendants deny each and every allegation in Paragraph 62.

[ALLEGED] NOTICE OF THE ASSERTED PATENTS

63. Defendants admit that Uber Tech had discussions with Carma between 2016 and 2018 about the ’427 Patent, which culminated in Uber Tech explaining why its products and services did not infringe that patent, to which Carma provided no response. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 63.

64. Uber Tech admits that it has applied for and received many patents that describe and claim the numerous technological inventions its inventors have developed since Uber Tech’s formation. Paragraph 64 fails to identify the specific patent application purportedly subject to the stated allegation, and therefore Defendants lack knowledge or information sufficient to form a

belief as to the truth of the allegations in Paragraph 64 and therefore deny the same. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 64.

65. Defendants admit that EP application 10 835 261 was filed on December 6, 2010, and that it was one of many patent applications filed by Uber Tech. Defendants admit that the title of EP application 10 835 261 is "System and Method for Arranging Transport Amongst Parties Through Use of Mobile Devices." Defendants admit that the named inventors of EP 10 835 261 are Garrett Camp, Oscar Salazar, and Travis Kalanick. Defendants admit that Uber Tech abandoned EP application 10 835 261, just as Mr. O'Sullivan abandoned EP Patent Application No. 08725447.0, which was the European counterpart application of U.S. Patent No. 7,840,427. Defendants deny that EP 10 835 261 was rejected based solely on Mr. O'Sullivan's Patent Application Pub. No. U.S. 2008/0195428. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 65.

66. Defendants admit that U.S. Patent Application No. 13/828,481 was filed on March 14, 2013, and that it was one of many patent applications filed by Uber Tech. Defendants admit that the title of U.S. Patent Application No. 13/828,481 is "System and Method for Dynamically Adjusting Prices for Services." Defendants admit that the named inventors of U.S. Patent Application No. 13/828,481 are Kevin Novak and Travis Kalanick. Defendants admit that rejections were issued during the prosecution of U.S. Patent Application No. 13/828,481, including based on Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428. Defendants deny that Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428 was the sole basis for the rejections of U.S. Patent Application No. 13/828,481. Defendants admit that U.S. Patent Application No. 13/828,481 was abandoned. Defendants admit that those involved with prosecution of this patent application would have been aware of the prior art cited and discussed during prosecution.

Defendants deny that the prosecution of U.S. Patent Application No. 13/828,481 put Defendants on notice of alleged infringement of any of the Asserted Patents and further deny that the prosecution history of U.S. Patent Application No. 13/828,481 supports any such allegation of infringement. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 66.

67. Defendants admit that U.S. Patent Application No. 14/709,999 was filed on May 12, 2015, and that it was one of many patent applications filed by Uber Tech. Defendants admit that the title of U.S. Patent Application No. 14/709,999 is "Location-Based Prediction of Transport Services." Defendants admit that rejections were issued during the prosecution of U.S. Patent Application No. 14/709,999, including based on Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428. Defendants deny that Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428 was the sole basis for the rejections of U.S. Patent Application No. 14/709,999. Defendants admit that U.S. Patent Application No. 14/709,999 was abandoned. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 67.

68. Defendants admit that U.S. Patent Application No. 15/640,155 was filed on June 30, 2017, and that it was one of many patent applications filed by Uber Tech. Defendants admit that the title of U.S. Patent Application No. 15/640,155 is "System and Method for Verifying Users for a Network Service Using Existing Users." Defendants admit that rejections were issued during the prosecution of U.S. Patent Application No. 15/640,155, including based on Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428. Defendants deny that Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428 was the sole basis for the rejections of U.S. Patent Application No. 15/640,155. Defendants admit that U.S. Patent Application No. 15/640,155 was abandoned. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 68.

69. Defendants admit that during the prosecution of Uber Tech's patent portfolio, including those referenced in Paragraph 69, Uber Tech, and those involved in the prosecution of its applications, have complied with the obligations stated in 37 C.F.R. § 1.56 and any equivalent obligations provided under the laws of other countries, which, as explained in Defendants' Affirmative Defenses below, Carma and Mr. O'Sullivan have failed to do. Defendants admit that each of the issued patents listed in Paragraph 69, and over 100 of Uber Tech's patents, were allowed despite citation of any Carma patent or patent publication, including, for example, Mr. O'Sullivan's U.S. Pat. App. Pub. No. U.S. 2008/0195428. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 69.

70. Uber Tech admits that it has applied for and received many patents that describe and claim numerous technological inventions that its inventors have developed since its formation. Paragraph 70 fails to identify the specific patent applications purportedly subject to the stated allegation, and therefore Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70 and therefore deny the same. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 70.

71. Defendants admit that during the prosecution of Uber Tech's patent portfolio, including patents and applications referenced in Paragraph 71, Uber Tech, and those involved in the prosecution of its applications, have complied with the obligations stated in 37 C.F.R. § 1.56 and any equivalent obligations provided under the laws of other countries, which, as explained in Defendants' Affirmative Defenses below, Carma and Mr. O'Sullivan have failed to do. Defendants admit that each of the issued patents listed in Paragraph 71, and over 100 of Uber Tech's patents, were allowed despite citation of any Carma patent or patent publication. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 71.

72. Defendants admit that U.S. Patent No. 12,131,273 (the "'273 Patent") issued on October 29, 2024, and is titled "System and Method for Facilitating a Transport Service for Drivers and Users of a Geographic Region." Defendants additionally admit that the '273 Patent identifies Garrett Camp, Oscar Salazar, and Travis Cordell Kalanick as inventors. Defendants further admit that Uber Tech, and those involved in the prosecution of its applications, have complied with the obligations stated in 37 C.F.R. § 1.56 and any equivalent obligations provided under the laws of other countries, which, as explained in Defendants' Affirmative Defenses below, Carma and Mr. O'Sullivan have failed to do. Defendants also admit that the '273 Patent includes over four pages of citations of possible prior art, one of which being U.S. Patent No. 11,164,456. Defendants deny any awareness that its products and services infringe the '456 Patent and specifically deny all allegations of infringement related to any of the Asserted Patents. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 72.

73. Defendants admit that those involved in the prosecution of Uber Tech's patent applications in which a Carma patent or patent publication was cited would have been aware of that particular Carma patent or patent application. Defendants deny that Defendants have been monitoring Carma's patent portfolio or that Defendants had any obligation to do so. *See Pictiva Displays International Ltd. v. Samsung Elecs. Co. Ltd.*, No. 2:23-CV-00495-JRG-RSP, 2025 WL 2947701, at *3 (E.D. Tex. Oct. 8, 2025) ("[A] party is not obligated to continually monitor every patent application to which it has been exposed."); *Virginia Innovation Sciences, Inc. v. Samsung Elecs. Co., Ltd.*, 983 F. Supp. 2d 700, 709-10 (E.D. Va. 2013) ("[T]here can be no affirmative duty to continue to monitor any patent, that a potential infringer becomes aware of, for continuations or continuations-in-part, which could perhaps, eventually, issue as patents."); *MasterObjects, Inc. v. Amazon.com, Inc.*, No. 20-cv-08103-WHA, 2021 WL 4685306, at *5 (N.D. Cal. Oct. 7, 2021);

("[E]ven substantive references to patents in the alleged infringer's patent prosecutions, without more, fail to sufficiently allege knowledge of *infringement*."). Unless expressly admitted, Defendants deny each and every allegation in Paragraph 73.

74. Denied.

75. Denied.

76. Defendants admit that Uber Tech is and has been headquartered in or around San Francisco, California since its inception. Defendants admit that Uber Tech launched services in San Francisco and received a cease-and-desist order from the San Francisco Municipal Transportation Authority in 2010. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 76.

77. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 77 and therefore deny each and every allegation therein.

78. Defendants admit that in July 2013, employees of the Bay Area Rapid Transit (BART) went on strike. Defendants lack knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 78 and therefore, unless expressly admitted, deny each and every allegation therein.

79. Defendants admit that on July 3, 2013, Christine Boyle sent Garrett Camp an email with the subject line "Lyft Notes," and that the email referred to the BART strike and Avego. The email also refers to "Uber Commute/Carpool." Unless expressly admitted, Defendants deny each and every allegation in Paragraph 79.

80. Defendants admit that Uber Tech launched UberPOOL in 2014 and the Driver Destination feature in 2022. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 80.

FIRST COUNT: [ALLEGED] INFRINGEMENT OF U.S. PATENT NO. 7,840,427

81. Defendants incorporate by reference their answers to the allegations in Paragraphs 1 through 80 as though fully set forth herein.

82. Denied.

83. Denied.

84. Defendants admit that Paragraph 84 appears to quote the text of Claim 1 of the '427 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 84.

85. Uber Tech admits that it has developed a platform that uses a massive network, leading technology, operational excellence, and product expertise to power movement from point A to point B. Uber Tech further admits that it has developed and it operates proprietary technology applications that support a variety of offerings on its platform. Through the platform, Uber Tech connects consumers with independent providers of ride services and connects other consumers with restaurants, grocers, and other stores with delivery service providers. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 85.

86. Uber Tech admits that it has developed a platform that uses a massive network, leading technology, operational excellence, and product expertise to power movement from point A to point B. Defendants admit that Plaintiffs quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech's 10-Q from 2024 and a 2018 article; however, these portions

have been modified, taken out of context, are incomplete, and/or are out of date. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 86.

87. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog article from Uber Tech's website. Paragraph 87 fails to identify any specific resources and/or networks to which the allegation is directed, and on that basis, Defendants deny the allegations of Paragraph 87. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 87.

88. Denied.

89. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog article from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 89.

90. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog article from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 90.

91. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog article from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 91.

92. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech blog post. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 92.

93. Defendants did not author or publish the article cited in Paragraph 93 and therefore lack information or belief as to its source and accuracy and on that basis deny each and every allegation in Paragraph 93.

94. Denied.

95. Defendants did not author or publish the article cited in Paragraph 95 and therefore lack information or belief as to its source and accuracy and on that basis deny each and every allegation in Paragraph 95.

96. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of the https:h3geo.org website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 96.

97. Denied.

98. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 98.

99. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 99.

100. Denied.

101. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of the Uber Freight website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 101.

102. Denied.

103. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of the Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 103.

104. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog post from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 104.

105. Defendants admit that the blog post appearing from Uber Tech's website cited in Paragraph 105 is dated September 7, 2015 and is titled "Service-Oriented Architecture: Scaling the Uber Engineering Codebase As We Grow." Defendants did not author or publish the "medium.com" article cited in Paragraph 105 and therefore lack information or belief as to its source and accuracy and on that basis deny each and every allegation in Paragraph 105 attributed to that article. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 105.

106. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog post from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 106.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

SECOND COUNT: [ALLEGED] INFRINGEMENT OF U.S. PATENT NO. 10,741,071

112. Defendants incorporate by reference their answers to the allegations in Paragraphs 1 through 111 of the Complaint as though fully set forth herein.

113. Defendants admit that Paragraph 113 appears to quote a passage from the ’071 Patent. Defendants deny the assertion in the quoted materials and Carma’s characterizations of the patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 113.

114. Denied.

115. Defendants admit that Paragraph 115 appears to quote the text of Claim 1 of the ’071 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 115.

116. Uber Tech admits that it has developed a platform that uses a massive network, leading technology, operational excellence, and product expertise to power movement from point A to point B. Uber Tech further admits that it has developed and it operates proprietary technology applications that support a variety of offerings on its platform. Through the platform, Uber Tech connects consumers with independent providers of ride services and connects other consumers with restaurants, grocers, and other stores with delivery service providers. Uber Tech further admits that its technologies enable certain types of communications between customers and providers. Defendants admit that Plaintiffs quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech’s website relating to delivery. Defendants deny that the other quoted passage is found at the cited link. Defendants further deny that each of the steps of claim

1 of the ’071 Patent “are performed by Uber.” Unless expressly admitted, Defendants deny each and every allegation in Paragraph 116.

117. Denied.

118. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech webpages; however, at least the URL ending in “unable-to-contact-riders” appears to have been modified or miscited. Except as expressly admitted, Defendants deny each and every allegation in Paragraph 118.

119. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of an Uber Tech blog post from 2018. Except as expressly admitted, Defendants deny each and every allegation in Paragraph 119.

120. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of an Uber Tech blog post from 2018. Except as expressly admitted, Defendants deny each and every allegation in Paragraph 120.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

THIRD COUNT: [ALLEGED] INFRINGEMENT OF U.S. PATENT NO. 10,916,138

126. Defendants incorporate by reference their answers to the allegations in Paragraphs 1 through 125 as though fully set forth herein.

127. Denied.

128. Denied.

129. Defendants admit that Paragraph 129 appears to quote the text of Claim 1 of the ’138 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 129.

130. Denied.

131. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a portion of an Uber Freight website. Except as expressly admitted, Defendants deny each and every allegation in Paragraph 131.

132. Defendants admit that Paragraph 132 includes a link to a YouTube video with what appears to be an incomplete screen capture. Except as expressly admitted, Defendants deny each and every allegation in Paragraph 132.

133. Defendants deny that, as of the date of this Answer, there is a product called “Uber Package” as described in Paragraph 133. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a portion of an Uber Tech website. Defendants deny that the screenshot in Paragraph 133 of the Complaint is an accurate representation of the cited website as of the date of this Answer. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 133.

134. Defendants deny that there is a current product called “Uber Package” as described in Paragraph 133. The excerpted image does not appear to be from a known source and therefore Defendants lack information or belief as to its source and accuracy and on that basis deny the

allegations of Paragraph 134. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 134.

135. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a portion of an Uber Tech website. Defendants deny that the screenshot in Paragraph 135 of the Complaint is an accurate representation of the cited website as of the date of this Answer. Defendants deny that the excerpted image is found at the linked website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 135.

136. Defendants deny that the quoted language is found at the linked website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 136.

137. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of Uber Tech's website. Defendants deny that the cited link contains any substantive information or the excerpted image, and Defendants deny Paragraph 137 on that basis. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 137.

138. Denied.

139. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of an Uber Freight website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 139.

140. Defendants admit that Plaintiffs purport to quote and/or summarize and/or characterize portions of an Uber Tech help page; however, portions of the quoted material appear

to have been modified and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 140.

141. Defendants admit that Plaintiffs purport to quote and/or summarize and/or characterize portions of an Uber Tech help page. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 141.

142. Denied.

143. Defendants admit that Plaintiffs quote and/or purport to summarize and/or characterize portions of an Uber Freight webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 143.

144. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Freight webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 144.

145. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech help pages; however, at least some of these portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 145.

146. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of an Uber Tech webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 146.

147. Denied.

148. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Freight webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 148.

149. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Freight webpage. Defendants deny that, as of the date of this Answer, the link cited in Paragraph 149 includes the quoted information. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 149.

150. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of an Uber Tech webpage; however, these portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 150.

151. Uber Tech admits that the Uber Eats application provides in-app delivery tracking. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 151.

152. Denied.

153. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Freight webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 153.

154. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 154.

155. Denied.

156. Denied.

157. Denied.

FOURTH COUNT: [ALLEGED] INFRINGEMENT OF U.S. PATENT NO. 11,017,668

158. Defendants incorporate by reference their answers to the allegations in Paragraphs 1 through 157 as though fully set forth herein.

159. Denied.

160. Denied.

161. Defendants admit that Paragraph 161 appears to quote the text of Claim 1 of the ’668 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 161.

162. Uber Tech admits that it has developed a platform that uses a massive network, leading technology, operational excellence, and product expertise to power movement from point A to point B. Uber Tech further admits that it has developed and it operates proprietary technology applications that support a variety of offerings on its platform. Through the platform, Uber Tech connects consumers with independent providers of ride services and connects other consumers with restaurants, grocers, and other stores with delivery service providers. Defendants admit that Plaintiffs quote and/or purport to summarize and/or characterize portions of Uber Tech webpages. Defendants deny that each of the steps of claim 1 of the ’668 Patent “are performed by Uber.” Unless expressly admitted, Defendants deny each and every allegation in Paragraph 162.

163. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 163.

164. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage relating to RideCheck. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 164.

165. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of a YouTube page relating to RideCheck. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 165.

166. Denied.

167. Denied.

168. Denied.

FIFTH COUNT: [ALLEGED] INFRINGEMENT OF U.S. PATENT NO. 11,164,456

169. Defendants incorporate by reference their answers to the allegations in Paragraphs 1 through 168 as though fully set forth herein.

170. Denied.

171. Denied.

172. Defendants admit that Paragraph 172 appears to quote the text of Claim 1 of the ’456 Patent. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 172.

173. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage from 2018. Defendants deny each of the steps of claim 1 of the '456 Patent "are performed by Uber." Unless expressly admitted, Defendants deny each and every allegation in Paragraph 173.

174. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech blog post. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 174.

175. Denied.

176. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 176.

177. Denied.

178. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 178.

179. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 179.

180. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 180.

181. Denied.

182. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to characterize portions of Uber Tech webpages and a YouTube video; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 182.

183. Denied.

184. Defendants admit that the screenshot in Paragraph 184 appears to depict an Uber Tech rider application interface but do not have a basis to verify its authenticity or accuracy, and Defendants deny it on that basis. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 184.

185. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech help page. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 185.

186. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages and help pages; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 186.

187. Defendants admit that Plaintiffs purport to quote, excerpt, and/or purport to summarize and/or characterize portions of a blog article from Uber Tech's website. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 187.

188. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages; however, these portions have been modified, and/or are incomplete, and/or do not link to the cited information. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 188.

189. Denied.

190. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages and help pages. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 190.

191. Denied.

192. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages and help pages; however, certain portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 192.

193. Denied.

194. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages and help pages. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 194.

195. Denied.

196. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech help page. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 196.

197. Denied.

198. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of Uber Tech webpages and help pages. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 198.

199. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 199.

200. Denied.

201. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech webpage; however, these portions have been modified, taken out of context, and/or are incomplete. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 201.

202. Defendants admit that Plaintiffs purport to quote and/or purport to summarize and/or characterize portions of an Uber Tech help page. Unless expressly admitted, Defendants deny each and every allegation in Paragraph 202.

203. Denied.

204. Denied.

205. Denied.

RESPONSE TO PLAINTIFFS' PRAYER FOR RELIEF

No response to Plaintiffs' Prayer for Relief is required. To the extent that a response is deemed required, Defendants incorporate by reference all preceding paragraphs of this Answer as if fully set forth herein and deny that Plaintiffs are entitled to any relief requested in Plaintiffs' Prayer for Relief, or to any relief at all. Plaintiffs' Prayer for Relief should therefore be denied, with prejudice, in its entirety, and Plaintiffs should take nothing.

RESPONSE TO PLAINTIFFS' DEMAND FOR JURY TRIAL

No response to Plaintiffs' demand for a jury trial is required.

DEFENDANTS' AFFIRMATIVE DEFENSES

Defendants assert the following Affirmative Defenses, without assuming the burden of proof for any defense. Headings are included for convenience only and do not limit Defendants' defenses. In addition to the defenses described below, Defendants reserve all defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the patent laws of the United States, and any other defenses at law or in equity that may exist now or that may be available in the future, based on discovery and further factual investigation in this action.

FIRST DEFENSE (INVALIDITY)

1. One or more claims of each of the Asserted Patents are invalid for failure to comply with one or more of the requirements of Title 35 of the United States Code, including but not limited to 35 U.S.C. §§ 101, 102, 103, and 112. Additionally, one or more claims of the Asserted Patents are invalid under the doctrine of obviousness-type double patenting.

SECOND DEFENSE (NONINFRINGEMENT)

2. Defendants have not infringed and do not infringe, either directly or indirectly, any valid and enforceable claim of any of the Asserted Patents, literally or under the doctrine of equivalents.

THIRD DEFENSE (NO WILLFULNESS)

3. Defendants have not willfully infringed, and are not willfully infringing, either directly or indirectly, any claim of the Asserted Patents.

FOURTH DEFENSE (IMPROPER VENUE)

4. Venue in the Eastern District of Texas is improper under 28 U.S.C. § 1400(b). Defendants incorporate by reference the arguments set forth in their pending Motion to Dismiss pursuant to Rule 12(b)(3).

FIFTH DEFENSE (FAILURE TO STATE A CLAIM)

5. The Complaint, on one or more claims for relief therein, fails to state a claim upon which relief can be granted, including, for example, because the Asserted Patents fail to comply with at least 35 U.S.C. § 101. Defendants further incorporate by reference the arguments set forth in their pending Motion to Dismiss pursuant to Rule 12(b)(6).

SIXTH DEFENSE (EQUITABLE DEFENSES)

6. Plaintiffs' claims for relief against Defendants are barred in whole or in part by the equitable doctrines of estoppel, unclean hands, patent misuse, waiver, implied waiver, prosecution laches, implied license, acquiescence, and/or other equitable doctrines.

7. In 2016, Carma accused Uber Tech of infringing the '427 Patent. On November 14, 2016, Uber Tech counsel Jay Choi sent an email to Carma attorney Francis Hand acknowledging receipt of Carma's letter asserting that Uber Tech infringed a claim of the '427

Patent and stating that Uber Tech would be assessing the patent. In a subsequent November 30, 2016 email, Mr. Choi stated that UTI "does not infringe the patent." Following meetings between Mr. Choi and representatives of Carma, Mr. Choi stated in a May 21, 2018 email that Uber Tech does not infringe the '427 Patent because Uber Tech's "services are dynamic in nature and do not use a 'predetermined transport vehicle journey' as required by claim 1." Mr. Choi concluded his May 2018 email: "If you have any questions or want to discuss this matter further, please don't hesitate to contact us." Carma did not challenge Mr. Choi's explanation or even respond to Mr. Choi's email, nor did Carma otherwise accept Mr. Choi's offer to continue the discussion or otherwise indicate it still believed Uber Tech infringed Carma's patent portfolio. Instead, Carma went silent for over six years. Accordingly, Carma's conduct led Uber Tech to reasonably infer that Carma agreed that Uber Tech did not infringe and that Carma did not intend to enforce its patent portfolio against Uber Tech. Uber Tech relied on that belief in the subsequent years. For its part, Carma knew full well what Defendants were doing, as evidenced by its prior accusations of infringement and by Defendants' public materials. Yet, Carma's conduct indicated an intention to relinquish those rights by hearing Uber Tech's non-infringement presentation and then dropping the matter for over six years, despite Mr. Choi's offer to continue the discussion if Carma desired.

SEVENTH DEFENSE (NO DAMAGES; NO RELIEF; STATUTORY LIMITATION ON DAMAGES)

8. Plaintiffs are not entitled to damages because they have not been damaged by Defendants' conduct. Plaintiffs are not entitled to any other form of relief, including injunctive relief, because Plaintiffs are not competitors and have not been harmed by Defendants' conduct, much less suffered irreparable injury. Plaintiffs' right to seek damages or costs is limited, including without limitation, by 35 U.S.C. §§ 286, 287, and 288.

EIGHTH DEFENSE (PROSECUTION HISTORY ESTOPPEL AND/OR PROSECUTION HISTORY DISCLAIMER)

9. Plaintiffs' claims of patent infringement are barred in whole or in part by the doctrines of prosecution history estoppel, disclosure-dedication, ensnarement, and/or vitiation by reason of statements, representations, concessions, admissions, arguments, or amendments, whether explicit or implicit, made by or on behalf of the applicant during the prosecution of the patent applications that led to the Asserted Patents.

NINTH DEFENSE (PRIOR COMMERCIAL USE)

10. Defendants are entitled to a defense under 35 U.S.C. § 273 for at least the '138 and '456 Patents. Defendants deny any infringement, but in the event it is found that every element of any asserted claim is met by any of the accused products, Defendants are entitled to a complete defense under 35 U.S.C. § 273 based on Defendants' prior commercial use. For example, at least the '138 and '456 Patents are not entitled to claim priority to the '427 Patent and are entitled, at most, to priority as of their respective filing dates. At least one year prior to the filing of the applications that issued as the '138 and '456 Patents, Defendants commercially used the subject matter accused of infringing the '138 and '456 Patents.

TENTH DEFENSE (UNENFORCEABILITY / INEQUITABLE CONDUCT / INVENTORSHIP / DERIVATION)

11. 37 C.F.R. § 1.56 imposes a duty of candor on "[e]ach individual associated with the filing and prosecution of a patent application." Sean O'Sullivan ("Mr. O'Sullivan"), as the named inventor of the Asserted Patents, Emmett Murphy, Carma's Chief Product Officer, Mr. O'Sullivan's U.S. prosecuting attorneys at Bookoff McAndrews, PLLC, including but not limited

to Sangwoo Ahn (Reg. No. 76905) and Joel S. Simon (Reg. No. 70271), and Francis C. Hand, each owed a duty of candor and good faith to the USPTO under 37 C.F.R. § 1.56 during prosecution of the applications that led to the issuance of the '427, '071, '138, '668, and '456 Patents. Mr. O'Sullivan, Mr. Murphy, and/or Mr. O'Sullivan's attorneys and agent breached that duty by failing to disclose material prior art to the USPTO—prior art known to them as a result of Mr. O'Sullivan's acquisition of MapFlow and as a result of patent application proceedings in Europe. This breach of their duty renders the claims of the '427, '071, '138, '668, and '456 Patents unenforceable.

12. On information and belief, Mr. O'Sullivan was directly involved in and/or was kept apprised of the patent application processes in both Europe and the United States. Mr. O'Sullivan, for example, signed a "General Authorisation" dated August 14, 2009 in European patent application proceedings. Additionally, as shown by Plaintiffs' privilege log served in this case, Emmett Murphy was involved with the European patent application proceedings as well as the United States patent application proceedings related to the Asserted Patents. Mr. Hand was directly involved in the filing of a European patent application, prosecution of the application that issued as the asserted '427 Patent, and, given Plaintiffs' allegation that Mr. Hand "sent Uber a notice letter dated August 30, 2016 alleging infringement," was, on information and belief, knowledgeable of the prosecution of the applications that issued as the '071, '138, '668, and '456 Patents. On information and belief, moreover, the Bookoff McAndrews attorneys were knowledgeable of the European patent proceedings.

13. On February 12, 2008, Mr. O'Sullivan filed European Patent Application No. 08 72 5447 (the "EP Application"), which is a European counterpart to the patent family that includes the Asserted Patents. Mr. Hand is identified as Mr. O'Sullivan's agent on the International

Application Published on August 21, 2008. The EP Application claimed priority to Provisional Patent Application 60/900,808, filed February 12, 2007, which is the same provisional patent application to which each of the Asserted Patents claim priority. The EP Application is highly similar to the application that issued as the ’427 Patent.

14. On November 17, 2011, the European Patent Office (“EPO”) issued a Supplementary European Search Report in connection with the EP Application. The Supplementary European Search Report identified several prior art references, including (i) GB 2 397 683 A (Olmi, Giuseppe Antonio [GB]), July 28, 2004 (“Olmi”), (ii) US 2005/049781 A1 (Osterling, Christopher L [US]), March 3, 2005 (“Osterling”), (iii) WO 2006/128946 A1 (Ecolane Finland OY [FI]; Poeykkoe Sami [FI]; Ruutu Ville [FI]; Salmenk), December 7, 2006 (“Ecolane”), and (iv) Walbridge ED – Institute of Electrical and Electronics Engineers: “Real Time Ridesharing Using Wireless Pocket Phones to Access the Ride Matching Computer”, Pacific Rim Transtech Conference, Vehicle Navigation and Information Systems Conference Proceedings, Washington, July 30-August 2, 1995 (“Walbridge”). The Olmi and Osterling references were identified as Category X prior art for all claims 1–17 of the EP Application. Category X is defined to mean “particularly relevant if taken alone.” None of these four references were disclosed to the USPTO during prosecution of the ’071, ’138, ’668, and ’456 patent applications.

15. In a November 24, 2011 “Communication,” the EPO discussed each of the prior art references identified in the Supplementary European Search Report. In particular, the European Patent Office relied on Olmi (designated as “D1” in the Communication) as disclosing all of the features of claim 1 of the pending O’Sullivan European application. In the Communication, the EPO mapped Olmi to each element of claim 1, including: (a) a method of sharing transportation using a ground transportation network; (b) an electronic registry of capacity containing an

indication of spare transport capacity and location of transport vehicles; (c) a network of nodes which are pick-up or drop-off points; (d) an electronic registry of demand containing an indication of transportation needs; and (e) a matching engine effecting a match of transport capacity with transport demand between nodes.

16. Additionally, using Olmi, the EPO explained that "the geographic representation of the transport vehicle position" is known in the prior art.

17. The EPO also found that "[t]he geographic representation of the transport vehicle position representing the vehicle journey, the establishing of the network of nodes and the network representing travel times between nodes is also known in the prior art," based at least on Olmi.

18. The EPO further explained Olmi also showed (i) that the use of GPS was well known in 2007, (ii) that the display of real-time transportation information was anticipated, (iii) that the use of devices to determine the location of the users and the transport vehicles was well known, and (iv) automatic registration of transport capacity.

19. In a communication dated December 13, 2011, the EPO provided Mr. O'Sullivan six months to respond to the November 11, 2011 Communication.

20. Following the EPO's identification of Olmi, as well as the additional references, Mr. O'Sullivan actively prosecuted the EP Application in an effort to overcome the EPO's findings. On May 25, 2012, Mr. O'Sullivan's Representative filed a substantive response that included claim amendments and detailed arguments attempting to distinguish Olmi and the other prior art from Mr. O'Sullivan's alleged invention. The arguments presented by Mr. O'Sullivan and his Representative included statements that characterized the prior art as describing a "very different approach" than that appearing in Mr. O'Sullivan's claims; specifically, the prior art,

including Olmi, was described as "instructing the vehicle to drive to the location where the user happens to be located, akin to a taxi company." Mr. O'Sullivan and his representative asserted that, unlike Mr. O'Sullivan's pending claims, travelers in Olmi submit their itinerary to the computer system, which creates a customized road route for the transit vehicle so that each traveler is picked up and conveyed exactly according to his itinerary. In other words, Mr. O'Sullivan and his Representative asserted that Mr. O'Sullivan's alleged invention did not operate like a taxi where a traveler is picked up exactly where they designate and are dropped off exactly where they want to go.

21. On July 31, 2012, the EPO maintained the rejection, finding that the amended claims still did not meet the requirements of the European Patent Convention. The EPO examiner stated that "Document D1 [i.e., Olmi] is considered to be the closest prior art to subject matter of claim 1 . . . ." The EPO repeated many of the same findings with respect to Olmi as explained in the November 11, 2011 Communication.

22. Mr. O'Sullivan requested an extension of time to respond on October 9, 2012, which was granted, but Mr. O'Sullivan never filed a further response. The EP Application was ultimately abandoned.

23. The EP Application was directed to the same shared transport invention described in the '427 Patent specification, which issued on November 23, 2010. The EP Application is, indeed, extremely similar to the application that issued as the '427 Patent. The '071, '138, '668, and '456 Patents are continuations of the '427 Patent and purport to claim subject matter drawn from that same specification and alleged inventions claimed, at least in part, by the '427 Patent. The claims of the '071, '138, '668, and '456 Patents, moreover, include many of the same limitations as found in Mr. O'Sullivan's rejected and abandoned EP Application.

24. By way of example only, with respect to the ’071 Patent, each independent claim is directed to a “shared transport system.” Independent claims 1 and 16 of Mr. O’Sullivan’s EP application were also directed to a “shared transport system.” As a further example, ’071 Patent claim 1 includes the limitation of “determining, by the shared transport system, a transport provider device of a transport provider in proximity to the pick-up location received in the transport request.” Similarly, pending claim 8 of Mr. O’Sullivan’s EP application stated, “wherein the [shared transport] system performs continuous coordinated proximity monitoring (1001-1006) to verify the identity of a transport user and a transport provider vehicle, by the system communicating with a transport user device and with a transport provider device.”

25. By way of further example only, with respect to the ’138 Patent, each independent claim is also directed to a “shared transport system.” And as explained, independent claims 1 and 16 of Mr. O’Sullivan’s EP application were also directed to a “shared transport system.” The claims of the ’138 Patent, moreover, include elements that address “available space or capacity.” The claims in Mr. O’Sullivan’s EP application also included limitations that addressed “spare transport capacity,” including claim 1, claim 14, and claim 16.

26. By way of yet an additional example only, with respect to the ’668 Patent, each independent claim is also directed to a “shared transport system,” just as were the claims of Mr. O’Sullivan’s EP application. The claims of the ’668 Patent, moreover, include limitations that address “an anomalous condition,” which the dependent claims illustrate as including determinations that the transport is off-route (’668 Patent, claim 4), that the transport has terminated before reaching the destination or has reached a different destination (’668 Patent, claim 5 and claim 8). The claims of the EP Application likewise addressed assessing if there was “a variation of timing as expected by the shared transport system” (EP application claim 7) and

calculating differences in positions of devices and determining if the differences are outside of an acceptable error (EP application claim 9).

27. Finally, and by way of further example only, like the claims of Mr. O'Sullivan's EP application, the claims of the '456 Patent are also directed to a "shared transport system." Claim 1 of the '456 Patent contains many limitations, with several corresponding to those pending in Mr. O'Sullivan's EP application, including identifying transportation users and providers, receiving requests for transportation, tracking location, matching transportation users, displaying journey information, using GPS, and presenting travel times.

28. To the extent the '071, '138, '668, and '456 Patents include additional claim elements not claimed in the EP application, those allegedly distinct elements do not take away from the overlapping elements and subject matter.

29. Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and Messrs. Ahn and Simon knew, when the applications that issued as the '071, '138, '668, and '456 Patents were filed, that the EPO had found the core invention of the patent family, *e.g.*, a "shared transport system," to be anticipated by Olmi.

30. Despite knowledge of Olmi since at least November 2011, neither Mr. O'Sullivan, Mr. Murphy, Mr. Hand, nor Messrs. Ahn and Simon disclosed Olmi to the USPTO during the prosecution of any of the applications that ultimately issued as the '071, '138, '668, and '456 Patents.

31. During prosecution of the '071 Patent, one of Mr. O'Sullivan's prosecuting attorneys, Sangwoo Ahn, filed an Information Disclosure Statement listing prior art references, including foreign patent document WO 2002073546, but omitted Olmi. Mr. Ahn filed

substantively identical Information Disclosure Statements during prosecution of the ’138 Patent and the ’668 Patent, each listing WO 2002073546 as the sole foreign reference and each omitting Olmi.

32. During prosecution of the ’456 Patent, one of Mr. O’Sullivan’s prosecuting attorneys, Joel S. Simon, filed an Information Disclosure Statement listing prior art references, including five foreign patent documents (UP 2003036498, WO 2002073546, WO 2005045549, WO 2006011158, and WO 2006088703), but omitted Olmi.

33. Olmi is but-for material prior art under *Therasense, Inc. v. Becton, Dickinson & Co.*, 649 F.3d 1276 (Fed. Cir. 2011) (en banc). The EPO found that Olmi discloses every element of the independent claim of the EP Application, which shares a common specification with each of the affected continuation patents and, as shown, shared common claim elements with each of the affected continuation patents. The U.S. Patent Office’s disclosure obligations expressly recognize that “prior art cited in search reports of a foreign patent office in a counterpart application” should be carefully examined for disclosure. 37 C.F.R. § 1.56(a)(1). Here, where the EPO described Olmi as the “closest prior art,” graded it Category X (meaning it is “particularly relevant if taken alone”), and rejected the EP application, which, again, contained claims, like each of the claims of the 071, ’138, ’668, and ’456 Patents directed to a “shared transport system,” multiple times over the reference, and where Mr. O’Sullivan ultimately abandoned the application in light of the rejection, materiality is clear. Had Olmi been disclosed to the USPTO, the examiners who allowed the claims of the ’071, ’138, ’668, and ’456 Patents would not have allowed one or more claims without at least requiring the applicant to distinguish or amend over Olmi—the same task Mr. O’Sullivan and his Representative attempted and failed to accomplish before the EPO.

34. The most reasonable inference from the totality of the circumstances is that Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and/or Messrs. Ahn and Simon made a deliberate and intentional decision to withhold Olmi from the USPTO in order to facilitate allowance of the claims in the pending continuation applications. The circumstances supporting this inference include:

(a) Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and/or Messrs. Ahn and Simon were aware of Olmi since at least November 17, 2011;

(b) the EPO designated Olmi as Category X prior art and found it anticipated the independent claim in its entirety;

(c) Mr. O'Sullivan and his representative actively engaged with Olmi before the EPO, filing substantive claim amendments and arguments in an unsuccessful effort to distinguish it, and ultimately abandoned the EP Application after failing to overcome the rejection;

(d) despite this intimate familiarity with Olmi, Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and/or Messrs. Ahn and Simon filed the four continuation applications between 2019 and 2021 without disclosing Olmi in any Information Disclosure Statement;

(e) Messrs. Ahn and Simon filed Information Disclosure Statements in connection with each of the four continuation applications, each listing other prior art references—including foreign patent documents—while omitting Olmi every time; and

(f) this pattern of omission persisted across two different prosecuting attorneys at the same firm: Sangwoo Ahn filed IDS forms omitting Olmi in the '071, '138, and '668

prosecutions, and Joel S. Simon filed an IDS omitting Olmi in the ’456 prosecution, which listed five foreign patent documents but not Olmi.

35. Additionally, at least Mr. O’Sullivan, Mr. Murphy, and Mr. Hand committed inequitable conduct and violated their obligations of candor by failing to disclose materials relating to pre-acquisition MapFlow as prior art. MapFlow was the predecessor company to Avego, which in turn was renamed Carma. As set out in the Amended Complaint, Mr. O’Sullivan did not found MapFlow, nor was he the original developer of the technology belonging to MapFlow that became Avego. Rather, after traveling to the Middle East, Mr. O’Sullivan was allegedly inspired to develop a carpooling solution based on his experience with Jitneys. To do this, Mr. O’Sullivan purchased a controlling share in MapFlow in February 2007, and then he began applying MapFlow preexisting technology to a carpooling use case. Thereafter, Mr. O’Sullivan spun out the carpooling line of business as a separate entity, which he named Avego (later renamed Carma). Mr. O’Sullivan claims credit for “founding” Avego/Carma, but the truth is that it was based on and spun out of MapFlow, which he did not found, and instead purchased a controlling share in, and then extracted the technology into Avego/Carma.

36. At the same time Mr. O’Sullivan acquired MapFlow/Avego, he caused the company to begin filing patent applications listing himself as the sole inventor of the alleged technologies, and he continued to list himself as the sole inventor on each of the applications that led to the asserted patents in this case.

37. Documents predating his acquisition of a controlling interest in MapFlow/Avego show that MapFlow (and the engineers at MapFlow, not including him) had already developed many of the underlying alleged technologies disclosed and claimed in his patents. For example, a 2006 article states that “MapFlow’s LocationAgent allows organisations to track the position of

remote workers or vehicles on an online map and compare their current position with critical destination points such as customer delivery addresses. Users of the service are able to register alerts based on specific business relevant events; for example, when a remote worker approaches or leaves a given destination." The same article also discusses alert functionality and communication systems: "LocationAgent allows employers to provide a greater level of safety for lone workers by providing an alert function which, when activated by the loan worker, sends an SMS message direct to a colleague or to a monitoring centre," and "[e]ach user is provided with an everyday ID cardholder that uses mobile phone technology to allow the lone worker to open a call or trigger an SMS message discreetly should a dangerous situation arise." The article further describes LocationAgent as "provid[ing] sophisticated map rendering, map matching, and routing functionality."

38. Similarly, benchmark files predating Mr. O'Sullivan's acquisition of a controlling interest in MapFlow/Avego discuss, in detail, GPS location analyses, addressing and routing analyses, a "message agent" for controlling messages, and location / proximity detection performed by MapFlow.

39. These very same technologies appear as claim elements in each of the asserted patents, including tracking of users of the system, messaging, anomaly detection, proximity detection to certain preset locations, matching users with providers, and others. *See generally*, '427 Patent, '071 Patent, '138 Patent, '668 Patent, and '456 Patent.

40. Neither O'Sullivan, Mr. Murphy, Mr. Hand, nor his later attorneys at Bookoff McAndrews disclosed to the USPTO any prior art originating out of pre-acquisition MapFlow.

41. Pre-acquisition MapFlow information is prior art and is material prior art because the information shows that many of the claim elements were known in the art. 37 C.F.R. § 1.56

confirms that materiality is broad, and it requires that those associated with the filing and prosecution of a patent application disclose material that, "by itself *or in combination with other information*," creates a prima facie case of unpatentability (emphasis added). Accordingly, regardless of whether Mr. O'Sullivan added to or improved upon the MapFlow technologies after he acquired his controlling interest, the fact that his claimed, alleged inventions included many elements from MapFlow demonstrates materiality. Had Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and his later attorneys Messrs. Ahn and Simon disclosed the pre-acquisition MapFlow technologies to the Patent Office, the Patent office would not have granted the patent applications.

42. The most reasonable inference from the totality of the circumstances is that Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and his later attorneys Messrs. Ahn and Simon made a deliberate decision to withhold pre-acquisition MapFlow materials from the USPTO. As described above, the MapFlow information was clearly material. Beyond that, Mr. O'Sullivan was aware of them: he specifically investigated and purchased a controlling interest in the company at least in part *because of* its preexisting technologies, and then he applied those technologies to the carpooling space. By intentionally failing to disclose the MapFlow information, Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and/or Messrs. Ahn and Simon committed inequitable conduct and the claims of the '427 Patent, '071 Patent, '138 Patent, '668 Patent, and '456 Patent are unenforceable.

43. Additionally, by naming Mr. O'Sullivan as the sole inventor on each of the applications that led to the Asserted Patents, Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and his later attorneys Messrs. Ahn and Simon deceived the USPTO by misrepresenting that Mr. O'Sullivan was the sole inventor for each of the five Asserted Patents. As described above, many of the elements claimed in the Asserted Patents were already developed by MapFlow prior to Mr. O'Sullivan's acquisition of his controlling share in the company—in some cases, years earlier.

Those technologies were not developed by Mr. O'Sullivan; therefore, the claims, which include aspects of those technologies, cannot be attributed solely to Mr. O'Sullivan. The relevant inventors at MapFlow who contributed to the technologies needed to have been listed.

44. Information demonstrating incorrect inventorship is but-for material to patentability. *See Advanced Magnetic Closures, Inc. v. Rome Fastener Corp.*, 607 F.3d 817, 830 (Fed. Cir. 2010) (affirming finding of inequitable conduct when named inventor "withheld highly material information when he concealed the most critical information: he was not the inventor he claimed to be"). Had the examiner known that Mr. O'Sullivan was not the sole inventor of the claims of the Asserted Patents, those claims would not have been allowed. *See In re VerHoef*, 888 F.3d 1362, 1368 (Fed. Cir. 2018) (affirming examiner's rejection of claims based on omission of joint inventor of the claimed invention).

45. On information and belief, Mr. O'Sullivan, Mr. Murphy, Mr. Hand, and Mr. O'Sullivan's later attorneys each knew that Mr. O'Sullivan was not the sole inventor of the claimed technologies. Mr. O'Sullivan himself knew because he is the individual who acquired the controlling interest in the company and then used the pre-developed technology, and because he is the individual who falsely claimed to be the sole inventor. Mr. Murphy worked closely with Mr. O'Sullivan on issues relating to MapFlow/Avego and patent prosecution, and he would have been aware of MapFlow's prior development. On information and belief, the remaining individuals would have also known based on their work on the patent portfolio, interactions with Mr. O'Sullivan, and awareness of the underlying efforts that led to the alleged technologies claimed in the Asserted Patents. Accordingly, each of the Asserted Patents is invalid and/or unenforceable due to this inequitable conduct.

46. For similar reasons discussed at length above, each of the Asserted Patents is invalid and/or unenforceable due to derivation. For the reasons discussed above, Mr. O'Sullivan did not invent these alleged technologies; rather, Mr. O'Sullivan purchased a controlling share in MapFlow, claimed the existing technologies for himself, and began filing patent applications on them. By copying the work of others (in particular, the prior MapFlow employees) and claiming the work as his own, Mr. O'Sullivan derived his work from others, and the Asserted Patents are invalid.

RESERVATION OF RIGHTS

Defendants reserve the right to amend these affirmative defenses and to assert additional affirmative defenses as the facts of this matter become known through litigation and discovery.

PRAYER FOR RELIEF

WHEREFORE, Defendants request the following relief:

A. That Plaintiffs take nothing by the FAC;

B. That the Court enter judgment in favor of Defendants on all counts of the FAC;

C. That the Court award Defendants their costs and expenses;

D. That the Court find this an exceptional case pursuant to 35 U.S.C. § 285 and award Defendants their fees; and

E. That the Court grant Defendants such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: May 1, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on May 1, 2026, the foregoing was filed electronically in compliance with Local Rule CV-5(a) and served via electronic mail on all counsel of record who have consented to electronic service.

/s/ Mark N. Reiter

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