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Attorneys for Plaintiff
MASTEROBJECTS, INC.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MASTEROBJECTS, INC.,

Plaintiff,

v.

MICROSOFT CORP.,

Defendant.

Case No. C 11-2402 EMC

**PLAINTIFF MASTEROBJECTS, INC.'S
ANSWER TO DEFENDANT
MICROSOFT CORP.'S
COUNTERCLAIMS**

JURY TRIAL DEMANDED

ANSWER TO COUNTERCLAIMS

1
2 MasterObjects, Inc. (“MasterObjects”), Plaintiff and Counter-Defendant, hereby
3 states its Answer to the Counterclaims alleged by Microsoft Corp. (“Microsoft”), demands a
4 jury trial, and alleges as follows:

5 1. Answering the allegations in Paragraph 1, MasterObjects admits the
6 allegations in the responses to paragraphs 1-41 incorporated by reference by Microsoft only
7 to the extent said responses consist of unqualified admissions of the allegations in
8 MasterObjects’ complaint; in all other respects, MasterObjects denies each and every
9 allegation in Microsoft’s responses and this paragraph.
10

PARTIES

11
12 2. Answering the allegations in Paragraph 2, MasterObjects admits said
13 allegations.
14

15 3. Answering the allegations in Paragraph 3, MasterObjects admits that it is a
16 corporation, admits that its principal place of business is now Maarsse, Netherlands, and
17 denies each and every remaining allegation in said paragraph.

JURISDICTION AND VENUE

18
19 4. Answering the allegations in Paragraph 4, MasterObjects admits that subject
20 matter jurisdiction exists for Microsoft’s “Counterclaim I” and “Counterclaim II.”
21 MasterObjects lacks knowledge or information sufficient to admit or deny each and every
22 allegation remaining in said paragraph, and on that basis denies each and every allegation
23 remaining in said paragraph.
24

25 5. Answering the allegations in Paragraph 5, MasterObjects admits said
26 allegations.
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1 6. Answering the allegations in Paragraph 6, MasterObjects admits said
2 allegations.

3 **FACTUAL ALLEGATIONS**

4 **United States Patent No. 5,805,911**

5 7. Answering the allegations in Paragraph 7, MasterObjects lacks knowledge or
6 information sufficient to admit or deny said allegations, and on that basis denies each and
7 every allegation set forth in said paragraph.

8 8. Answering the allegations in Paragraph 8, MasterObjects lacks knowledge or
9 information sufficient to admit or deny said allegations, and on that basis denies each and
10 every allegation set forth in said paragraph.

11 9. Answering the allegations in Paragraph 9, MasterObjects lacks knowledge or
12 information sufficient to admit or deny said allegations, and on that basis denies each and
13 every allegation set forth in said paragraph.

14 **MasterObjects' [Allegedly] Infringing Products and Services**

15 10. Answering the allegations in Paragraph 10, MasterObjects admits said
16 allegations.

17 11. Answering the allegations in Paragraph 11, MasterObjects admits that
18 QuestFields includes functionality that can be used in connection with suggesting
19 completions and additional related terms to refine a search query, and lacking knowledge or
20 information sufficient to admit or deny the remaining allegations denies each and every
21 remaining allegation set forth in said paragraph.

22 12. Answering the allegations in Paragraph 12, MasterObjects admits that it
23 licenses QuestFields to customers, that customers can modify their webpages to include
24 QuestFields-powered search fields, and that QuestFields can be used in connection with
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1 suggesting completions and additional related terms to refine a search query, and lacking
2 knowledge or information sufficient to admit or deny the remaining allegations denies each
3 and every remaining allegation set forth in said paragraph.

4 13. Answering the allegations in Paragraph 13, MasterObjects admits that it
5 licenses QuestFields to customers for mobile use, that customers can modify their webpages
6 to include QuestFields-powered search fields, and that QuestFields can be used in connection
7 with suggesting completions and additional related terms to refine a search query, and
8 lacking knowledge or information sufficient to admit or deny the remaining allegations
9 denies each and every remaining allegation set forth in said paragraph.

10 14. Answering the allegations in Paragraph 14, MasterObjects admits that
11 MasterObjects sells an implementation of QuestFields called ProductFinder, that
12 ProductFinder enables customers to search for products in a database, that users may start
13 typing the first characters of a word in a product name to begin a query, that the QuestField
14 Server may communicate with a product database and show the first matches while the user
15 is typing, that a ProductFinder QuestField can be used in connection with a product database
16 to show product names and other metadata that is available in the database, and that users can
17 submit a value found, and that users can submit values in an input field in web applications,
18 and lacking knowledge or information sufficient to admit or deny the remaining allegations
19 denies each and every remaining allegation set forth in said paragraph.

20 15. Answering the allegations in Paragraph 15, MasterObjects admits said
21 allegations.

22 16. Answering the allegations in Paragraph 16, MasterObjects sells an
23 implementation of QuestFields called PeopleFinder QuestField, that PeopleFinder enables
24 customers to search for people information in connection with a corporate directory or a
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1 people database, that PeopleFinder may be delivered with examples of configurations of
2 content channels that can enable the return of people information, and that PeopleFinder can
3 display information in a dropdown list in various ways, and lacking knowledge or
4 information sufficient to admit or deny the remaining allegations denies each and every
5 remaining allegation set forth in said paragraph.

6 **COUNTERCLAIM I:**

7 **DECLARATORY RELIEF REGARDING NON-INFRINGEMENT**

8
9 17. Answering the allegations in Paragraph 17, MasterObjects restates and
10 realleges its answer to Paragraphs 1 through 16 above as if set forth fully herein.

11 18. Answering the allegations in Paragraph 18, MasterObjects admits said
12 allegations.

13 19. Answering the allegations in Paragraph 19, MasterObjects admits that
14 Microsoft requests declaratory relief, but denies that Microsoft is entitled to relief and denies
15 each and every allegation remaining in said paragraph.
16

17 **COUNTERCLAIM II:**

18 **DECLARATORY RELIEF REGARDING INVALIDITY**

19 20. Answering the allegations in Paragraph 20, MasterObjects restates and
20 realleges its answer to Paragraphs 1 through 19 above as if set forth fully herein.

21 21. Answering the allegations in Paragraph 21, MasterObjects admits said
22 allegations.
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24 22. Answering the allegations in Paragraph 22, MasterObjects admits that
25 Microsoft requests declaratory relief, but denies that Microsoft is entitled to relief and denies
26 each and every allegation remaining in said paragraph.
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COUNTERCLAIM III:

INFRINGEMENT OF THE '911 PATENT

23. Answering the allegations in Paragraph 23, MasterObjects restates and realleges its answer to Paragraphs 1 through 22 above as if set forth fully herein.

24. Answering the allegations in Paragraph 24, MasterObjects denies each and every allegation set forth in said paragraph.

25. Answering the allegations in Paragraph 25, MasterObjects denies each and every allegation set forth in said paragraph.

26. Answering the allegations in Paragraph 26, MasterObjects denies each and every allegation set forth in said paragraph.

27. Answering the allegations in Paragraph 27, MasterObjects denies each and every allegation set forth in said paragraph.

EXCEPTIONAL CASE

28. Answering the allegations in Paragraph 28, MasterObjects denies each and every allegation set forth in said paragraph.

PRAYER FOR RELIEF

Answering Microsoft's Prayer for Relief, MasterObjects denies that Microsoft is entitled to any of the relief it requests, including the relief Microsoft requests in its paragraphs (a) – (i), and prays that Microsoft take nothing by its Counterclaims.

WHEREFORE, Plaintiff MasterObjects further prays for entry of judgment:

A. that the Patents-in-Suit are valid and enforceable;

B. that Microsoft has infringed one or more claims of the Patents-in-Suit;

C. that Microsoft account for and pay to Plaintiff all damages caused by the infringement of the Patents-in-Suit, which by statute can be no less than a reasonable royalty;

1 D. that this Court issue a preliminary and final injunction enjoining Microsoft, its
2 officers, agents, servants, employees and attorneys, and any other person in active concert or
3 participation with them, from continuing the acts herein complained of, and more
4 particularly, that Microsoft and such other persons be permanently enjoined and restrained
5 from further infringing the instant search patent;

6 E. that MasterObjects be granted pre-judgment and post-judgment interest on the
7 damages caused to them by reason of Microsoft's infringement of the Patents-in-Suit;

8 F. that this Court require Microsoft to file with this Court, within thirty (30) days
9 after entry of final judgment, a written statement under oath setting forth in detail the manner
10 in which Defendant has complied with the injunction;

11 G. that this be adjudged an exceptional case and that MasterObjects be
12 awarded its attorney's fees in this action pursuant to 35 U.S.C. § 285;

13 H. that this Court award MasterObjects its costs and disbursements in this
14 civil action, including reasonable attorney's fees; and
15

16 I. that MasterObjects be granted such other and further relief as the Court
17 may deem just and proper under the current circumstances.
18

19 Dated: August 3, 2011

Respectfully submitted,

20
21 /s/George F. Bishop
22 SPENCER HOSIE (CA Bar No. 101777)
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DEMAND FOR JURY TRIAL

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Plaintiff, by its undersigned attorneys, demands a trial by jury on all issues so triable.

Dated: August 3, 2011

Respectfully submitted,

/s/ George F. Bishop
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