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**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

EASTMAN KODAK COMPANY, et al.

Debtors.

RICOH COMPANY, LTD., and
RICOH AMERICAS CORPORATION,

Plaintiffs

v.

EASTMAN KODAK COMPANY,

Defendant.

Chapter 11

Case No. 12-10202 (ALG)

(Jointly Administered)

Adv. Proc. No. 13-01332 (ALG)

**RICOH COMPANY, LTD. AND RICOH AMERICAS CORPORATION’S ANSWER TO
COUNTERCLAIMS BY EASTMAN KODAK COMPANY**

Counterclaim Defendants Ricoh Company, Ltd. and Ricoh Americas Corporation (“the RICOH PARTIES”) file their Answer to the Counterclaims of Counterclaim Plaintiff Eastman Kodak Company (“KODAK”) filed on October 10, 2013.



The RICOH PARTIES deny the allegations and characterizations in KODAK'S Counterclaims unless expressly admitted in the following paragraphs. With respect to each of the numbered paragraphs of the Counterclaims, the RICOH PARTIES respond as follows:

PARTIES

1. The RICOH PARTIES admit the allegations of Paragraph 1 of the Counterclaims.
2. The RICOH PARTIES deny that Defendant Ricoh Company, Ltd. currently has its principal office in Yokohama, Japan. The RICOH PARTIES admit the remaining allegations of Paragraph 2 of the Counterclaims.

JURISDICTION AND VENUE

3. The RICOH PARTIES admit that this Court has subject matter jurisdiction of KODAK's Counterclaims pursuant to 28 U.S.C. §§ 1334 and 157(b).
4. The RICOH PARTIES admit that venue is proper in this Court pursuant to 28 U.S.C. § 1409.
5. The RICOH PARTIES deny the allegations of Paragraph 5 of the Counterclaims.

FACTS

6. The RICOH PARTIES admit the allegations of Paragraph 6 of the Counterclaims.
7. The RICOH PARTIES admit the allegations of Paragraph 7 of the Counterclaims.
8. The RICOH PARTIES admit the allegations of Paragraph 8 of the Counterclaims.

COUNT ONE

(Declaratory Judgment of Non-Infringement and Invalidity of the '048 Patent)

9. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 9 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 8 of the Counterclaims as though fully set forth herein.
10. The RICOH PARTIES deny the allegations of Paragraph 10 of the Counterclaims.
11. The RICOH PARTIES deny the allegations of Paragraph 11 of the Counterclaims.
12. The RICOH PARTIES deny the allegations of Paragraph 12 of the Counterclaims.

COUNT TWO

(Declaratory Judgment of Non-Infringement and Invalidity of the '662 Patent)

13. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 13 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 12 of the Counterclaims as though fully set forth herein.

14. The RICOH PARTIES deny the allegations of Paragraph 14 of the Counterclaims.

15. The RICOH PARTIES deny the allegations of Paragraph 15 of the Counterclaims.

16. The RICOH PARTIES deny the allegations of Paragraph 16 of the Counterclaims.

COUNT THREE

(Declaratory Judgment of Non-Infringement and Invalidity of the '652 Patent)

17. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 17 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 16 of the Counterclaims as though fully set forth herein.

18. The RICOH PARTIES deny the allegations of Paragraph 18 of the Counterclaims.

19. The RICOH PARTIES deny the allegations of Paragraph 19 of the Counterclaims.

20. The RICOH PARTIES deny the allegations of Paragraph 20 of the Counterclaims.

COUNT FOUR

(Declaratory Judgment of Non-Infringement and Invalidity of the '326 Patent)

21. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 21 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 20 of the Counterclaims as though fully set forth herein.

22. The RICOH PARTIES deny the allegations of Paragraph 22 of the Counterclaims.

23. The RICOH PARTIES deny the allegations of Paragraph 23 of the Counterclaims.

24. The RICOH PARTIES deny the allegations of Paragraph 24 of the Counterclaims.

COUNT FIVE

(Declaratory Judgment of Non-Infringement and Invalidity of the '533 Patent)

25. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 25 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 24 of the Counterclaims as though fully set forth herein.

26. The RICOH PARTIES deny the allegations of Paragraph 26 of the Counterclaims.

27. The RICOH PARTIES deny the allegations of Paragraph 27 of the Counterclaims.

28. The RICOH PARTIES deny the allegations of Paragraph 28 of the Counterclaims.

COUNT SIX

(Declaratory Judgment of Non-Infringement and Invalidity of the '989 Patent)

29. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 29 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 28 of the Counterclaims as though fully set forth herein.

30. The RICOH PARTIES deny the allegations of Paragraph 30 of the Counterclaims.

31. The RICOH PARTIES deny the allegations of Paragraph 31 of the Counterclaims.

32. The RICOH PARTIES deny the allegations of Paragraph 32 of the Counterclaims.

COUNT SEVEN

(Declaratory Judgment of Non-Infringement and Invalidity of the '702 Patent)

33. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 33 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 32 of the Counterclaims as though fully set forth herein.

34. The RICOH PARTIES deny the allegations of Paragraph 34 of the Counterclaims.

35. The RICOH PARTIES deny the allegations of Paragraph 35 of the Counterclaims.

36. The RICOH PARTIES deny the allegations of Paragraph 36 of the Counterclaims.

COUNT EIGHT

(Declaratory Judgment of Non-Infringement and Invalidity of the '522 Patent)

37. The RICOH PARTIES deny the allegations of non-infringement and invalidity in the heading immediately preceding Paragraph 37 of the Counterclaims. The RICOH PARTIES refer to and incorporate by reference their responses to all preceding Paragraphs 1 through 36 of the Counterclaims as though fully set forth herein.

38. The RICOH PARTIES deny the allegations of Paragraph 38 of the Counterclaims.

39. The RICOH PARTIES deny the allegations of Paragraph 39 of the Counterclaims.

40. The RICOH PARTIES deny the allegations of Paragraph 40 of the Counterclaims.

PRAYER FOR RELIEF

The RICOH PARTIES deny that KODAK is entitled to the relief requested in the Counterclaims or any other relief.

KODAK'S DEMAND FOR JURY TRIAL

The RICOH PARTIES admit that KODAK purports to demand a trial by jury on issues so triable raised by the RICOH PARTIES' Complaint or by KODAK'S Answer, Defenses and Affirmative Defenses, and Counterclaims. The RICOH PARTIES further admit that KODAK purports to withhold consent to any jury trial in the Bankruptcy Court.

THE RICOH PARTIES' DEFENSES TO KODAK'S COUNTERCLAIMS

The RICOH PARTIES assert the following affirmative and other defenses to KODAK'S counterclaims without assuming any burden of proof that they would not otherwise have.

FIRST DEFENSE

(Failure To State a Claim)

1. KODAK has failed to state a counterclaim upon which relief can be granted.

SECOND DEFENSE

(Equity)

2. KODAK'S counterclaims are barred, in whole or in part, by equitable doctrines of waiver, equitable estoppel, and unclean hands.

RESERVATION OF ADDITIONAL DEFENSES

3. The RICOH PARTIES expressly reserve all affirmative 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 now exist or in the future be available based on discovery and further factual investigation in this case.

THE RICOH PARTIES' JURY DEMAND

The RICOH PARTIES hereby demand a jury trial on all issues so triable.

Dated: October 31, 2013
New York, NY

Respectfully submitted,

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