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9 Attorneys for Plaintiff, Pragmatus AV, LLC

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 San Francisco Division

13 PRAGMATUS AV, LLC,
 14 Plaintiff,
 15 vs.
 16 FACEBOOK, INC., et al.,
 17 Defendants.

No.: C11-00494-SI
**AMENDED COMPLAINT FOR PATENT
 INFRINGEMENT**
JUDGE SUSAN ILLSTON
JURY TRIAL DEMANDED

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 19 Plaintiff Pragmatus AV, LLC, by counsel, files this amended complaint for patent
 20 infringement and states as follows:

21 1. Plaintiff originally filed this action on November 15, 2010 in the U.S. District Court
 22 for the Eastern District of Virginia, Civil Action No. 1:10-cv-1288 (LMB/JFA). On January 28,
 23 2011, that Court granted defendants' motion to transfer this action to this Court.

24
 25 **The Parties**

26 2. Plaintiff Pragmatus AV, LLC ("Pragmatus") is a limited liability company organized
 27 and existing under the laws of the Commonwealth of Virginia with its principal place of business at
 28 601 North King Street, Alexandria, Virginia 22314.

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

1 **COUNT FOUR**
2 **INFRINGEMENT BY YOUTUBE OF U.S. PATENT NO. 7,831,663**

3 25. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1
4 through 15 above.

5 26. YouTube has and continues to infringe the '663 Patent by making, using, offering for
6 sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,
7 18, 19 and 20 thereof. Pragmatus has provided other and further details of YouTube's infringement
8 of the '663 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to
9 YouTube (the "Pragmatus-YouTube Contentions") which Pragmatus served on all defendants on
10 April 7, 2011. A complete copy of the Pragmatus-YouTube Contentions is attached hereto as
11 Exhibit E and incorporated herein by reference. The Pragmatus-YouTube Contentions set forth the
12 details of Pragmatus' infringement allegations against YouTube in connection with the '663 Patent,
13 including, among other things, each claim that Pragmatus alleges is infringed and for each claim the
14 applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately for each
15 asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying
16 specifically where each limitation of each asserted claim is found within each accused
17 instrumentality; the extent to which Pragmatus alleges direct, indirect or joint infringement; the
18 extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents;
19 the priority date to which Pragmatus believes each claim is entitled; and other information regarding
20 YouTube's infringement of the '663 Patent.
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23 27. As a result of YouTube's acts of infringement, Pragmatus has suffered and will
24 continue to suffer damages in an amount to be proved at trial.
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COUNT FIVE
INFRINGEMENT BY YOUTUBE OF U.S. PATENT NO. 7,822,813

28. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1 through 15 above.

29. YouTube has and continues to infringe the '813 Patent by making, using, offering for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 19 and 20 thereof. Pragmatus has provided other and further details of YouTube's infringement of the '813 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to YouTube (the "Pragmatus-YouTube Contentions") which Pragmatus served on all defendants on April 7, 2011. A complete copy of the Pragmatus-YouTube Contentions is attached hereto as Exhibit E and incorporated herein by reference. The Pragmatus-YouTube Contentions set forth the details of Pragmatus' infringement allegations against YouTube in connection with the '813 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying specifically where each limitation of each asserted claim is found within each accused instrumentality; the extent to which Pragmatus alleges direct, indirect or joint infringement; the extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents; the priority date to which Pragmatus believes each claim is entitled; and other information regarding YouTube's infringement of the '813 Patent.

30. As a result of YouTube's acts of infringement, Pragmatus has suffered and will continue to suffer damages in an amount to be proved at trial.

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COUNT SIX
INFRINGEMENT BY YOUTUBE OF U.S. PATENT NO. 7,730,132

31. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1 through 15 above.

32. YouTube has and continues to infringe the '132 Patent by making, using, offering for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 thereof. Pragmatus has provided other and further details of YouTube's infringement of the '132 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to YouTube (the "Pragmatus-YouTube Contentions") which Pragmatus served on all defendants on April 7, 2011. A complete copy of the Pragmatus-YouTube Contentions is attached hereto as Exhibit E and incorporated herein by reference. The Pragmatus-YouTube Contentions set forth the details of Pragmatus' infringement allegations against YouTube in connection with the '132 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying specifically where each limitation of each asserted claim is found within each accused instrumentality; the extent to which Pragmatus alleges direct, indirect and joint infringement; the extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents; the priority date to which Pragmatus believes each claim is entitled; and other information regarding YouTube's infringement of the '132 Patent.

33. As a result of YouTube's acts of infringement, Pragmatus has suffered and will continue to suffer damages in an amount to be proved at trial.

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COUNT EIGHT
INFRINGEMENT BY LINKEDIN OF U.S. PATENT NO. 7,822,813

37. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1 through 15 above.

38. LinkedIn has and continues to infringe the '813 Patent by making, using, offering for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7 and 9 thereof. Pragmatus has provided other and further details of LinkedIn's infringement of the '813 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to LinkedIn (the "Pragmatus-LinkedIn Contentions") which Pragmatus served on all defendants on April 7, 2011. A complete copy of the Pragmatus-LinkedIn Contentions is attached hereto as Exhibit F and incorporated herein by reference. The Pragmatus-LinkedIn Contentions set forth the details of Pragmatus' infringement allegations against LinkedIn in connection with the '813 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying specifically where each limitation of each asserted claim is found within each accused instrumentality; the extent to which Pragmatus alleges direct, indirect or joint infringement; the extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents; the priority date to which Pragmatus believes each claim is entitled; and other information regarding LinkedIn's infringement of the '813 Patent.

39. As a result of LinkedIn's acts of infringement, Pragmatus has suffered and will continue to suffer damages in an amount to be proved at trial.

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COUNT NINE
INFRINGEMENT BY LINKEDIN OF U.S. PATENT NO. 7,730,132

40. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1 through 15 above.

41. LinkedIn has and continues to infringe the '132 Patent by making, using, offering for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16 and 17 thereof. Pragmatus has provided other and further details of LinkedIn's infringement of the '132 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to LinkedIn (the "Pragmatus-LinkedIn Contentions") which Pragmatus served on all defendants on April 7, 2011. A complete copy of the Pragmatus-LinkedIn Contentions is attached hereto as Exhibit F and incorporated herein by reference. The Pragmatus-LinkedIn Contentions set forth the details of Pragmatus' infringement allegations against LinkedIn in connection with the '132 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying specifically where each limitation of each asserted claim is found within each accused instrumentality; the extent to which Pragmatus alleges direct, indirect and joint infringement; the extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents; the priority date to which Pragmatus believes each claim is entitled; and other information regarding LinkedIn's infringement of the '132 Patent.

42. As a result of LinkedIn's acts of infringement, Pragmatus has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT TEN
INFRINGEMENT BY PHOTOBUCKET OF U.S. PATENT NO. 7,831,663

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3 43. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1
4 through 15 above.

5 44. Photobucket has and continues to infringe the '663 Patent by making, using, offering
6 for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16,
7 17, 18, 19 and 20 thereof. Pragmatus has provided other and further details of Photobucket's
8 infringement of the '663 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement
9 Contentions to Photobucket (the "Pragmatus-Photobucket Contentions") which Pragmatus served on
10 all defendants on April 7, 2011. A complete copy of the Pragmatus-Photobucket Contentions is
11 attached hereto as Exhibit G and incorporated herein by reference. The Pragmatus-Photobucket
12 Contentions set forth the details of Pragmatus' infringement allegations against Photobucket in
13 connection with the '663 Patent, including, among other things, each claim that Pragmatus alleges is
14 infringed and for each claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus
15 is asserting; separately for each asserted claim the instrumentalities Pragmatus accuses of
16 infringement; a chart identifying specifically where each limitation of each asserted claim is found
17 within each accused instrumentality; the extent to which Pragmatus alleges direct, indirect and joint
18 infringement; the extent to which Pragmatus alleges the infringement is literal or based on the
19 doctrine of equivalents; the priority date to which Pragmatus believes each claim is entitled; and
20 other information regarding Photobucket's infringement of the '663 Patent.
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23 45. As a result of Photobucket's acts of infringement, Pragmatus has suffered and will
24 continue to suffer damages in an amount to be proved at trial.
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**COUNT ELEVEN –
INFRINGEMENT BY PHOTOBUCKET OF U.S. PATENT NO. 7,822,813**

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3 46. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1
4 through 15 above.

5 47. Photobucket has and continues to infringe the '813 Patent by making, using, offering
6 for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17,
7 19 and 20 thereof. Pragmatus has provided other and further details of Photobucket's infringement of
8 the '813 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to
9 Photobucket (the "Pragmatus-Photobucket Contentions") which Pragmatus served on all defendants
10 on April 7, 2011. A complete copy of the Pragmatus-Photobucket Contentions is attached hereto as
11 Exhibit G and incorporated herein by reference. The Pragmatus-Photobucket Contentions set forth
12 the details of Pragmatus' infringement allegations against Photobucket in connection with the '813
13 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each
14 claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately
15 for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying
16 specifically where each limitation of each asserted claim is found within each accused
17 instrumentality; the extent to which Pragmatus alleges direct, indirect and joint infringement; the
18 extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents;
19 the priority date to which Pragmatus believes each claim is entitled; and other information regarding
20 Photobucket's infringement of the '813 Patent.
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23 48. As a result of Photobucket's acts of infringement, Pragmatus has suffered and will
24 continue to suffer damages in an amount to be proved at trial.
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COUNT TWELVE
INFRINGEMENT BY PHOTOBUCKET OF U.S. PATENT NO. 7,730,132

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3 49. Pragmatus incorporates by reference herein the averments set forth in paragraphs 1
4 through 15 above.

5 50. Photobucket has and continues to infringe the '132 Patent by making, using, offering
6 for sale and selling the patented invention(s) of claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,
7 16 and 17 thereof. Pragmatus has provided other and further details of Photobucket's infringement
8 of the '132 Patent in Plaintiff's Disclosure of Asserted Claims and Infringement Contentions to
9 Photobucket (the "Pragmatus-Photobucket Contentions") which Pragmatus served on all defendants
10 on April 7, 2011. A complete copy of the Pragmatus-Photobucket Contentions is attached hereto as
11 Exhibit G and incorporated herein by reference. The Pragmatus-Photobucket Contentions set forth
12 the details of Pragmatus' infringement allegations against Photobucket in connection with the '132
13 Patent, including, among other things, each claim that Pragmatus alleges is infringed and for each
14 claim the applicable statutory subsections of 35 U.S.C. § 271 that Pragmatus is asserting; separately
15 for each asserted claim the instrumentalities Pragmatus accuses of infringement; a chart identifying
16 specifically where each limitation of each asserted claim is found within each accused
17 instrumentality; the extent to which Pragmatus alleges direct, indirect and joint infringement; the
18 extent to which Pragmatus alleges the infringement is literal or based on the doctrine of equivalents;
19 the priority date to which Pragmatus believes each claim is entitled; and other information regarding
20 Photobucket's infringement of the '132 Patent.

21 51. As a result of Photobucket's acts of infringement, Pragmatus has suffered and will
22 continue to suffer damages in an amount to be proved at trial.
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1 **Demand for Jury Trial**

2 Pragmatus hereby demands a trial by jury on all issues triable by jury.

3 **Prayer for Relief**

4 WHEREFORE, Pragmatus requests a judgment:

- 5 A. That defendants have infringed one or more of United States Patent Nos. 7,831,663,
- 6 7,822,813 and 7,730,132;
- 7
- 8 B. That United States Patent Nos. 7,831,663, 7,822,813 and 7,730,132 are valid and
- 9 enforceable in law;
- 10 C. Awarding to Pragmatus its damages caused by defendants' infringement of United
- 11 States Patent Nos. 7,831,663, 7,822,813 and 7,730,132, including an assessment of
- 12 pre-judgment and post-judgment interest and costs;
- 13
- 14 D. That this is an exceptional case and awarding Pragmatus its reasonable attorneys' fees
- 15 pursuant to 35 U.S.C. § 285; and
- 16
- 17 E. Awarding Pragmatus such other and further relief as this Court may deem just and
- 18 proper.

18 PRAGMATUS AV, LLC
19 By Counsel

20 REED SMITH LLP

21
22 By /s/ David T. Pollock
23 David T. Pollock (SBN 217546)
24 Email: dpollock@reedsmith.com
25 Attorney for Plaintiff, Pragmatus AV, LLC

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

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CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of April, 2011, the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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