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12 Attorneys for Plaintiff
 13 STREETSPLACE, INC.

14 UNITED STATES DISTRICT COURT
 15 SOUTHERN DISTRICT OF CALIFORNIA

16 STREETSPLACE, INC., a Delaware
 17 corporation,

18 Plaintiff,

19 vs.

20 GOOGLE INC., a Delaware corporation;
 21 ADMOB, INC., a Delaware corporation;
 22 APPLE INC., a California corporation;
 23 QUATTRO WIRELESS, INC., a Delaware
 24 corporation; NOKIA CORPORATION, a
 25 foreign corporation; NOKIA INC., a
 26 Delaware corporation; NAVTEQ
 27 CORPORATION, a Delaware corporation;
 28 MILLENNIAL MEDIA, INC., a Delaware
 corporation; JUMPTAP, INC., a Delaware
 corporation; and DOES 1 through 20,
 inclusive,

Defendants.

CASE NO. 3:10-CV-01757-LAB-AJB

**FIRST AMENDED COMPLAINT FOR
 PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

Judge: Hon. Larry A. Burns

Action Filed: August 23, 2010

1 Plaintiff Streetspace, Inc. (“Streetspace” or “Company”) hereby submits, as matter of
2 right, its First Amended Complaint against Google Inc.; Admob, Inc.; Apple Inc.; Quattro
3 Wireless, Inc.; Nokia Corporation; Nokia Inc.; NAVTEQ Corporation; Millennial Media, Inc.;
4 Jumtapp, Inc.; and DOES 1 through 20 (collectively “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This action involves patented technology relating to the facilitation, delivery, and
7 display of a personalized Internet experience and personalized location-based services including,
8 among other things, targeted advertising to consumers. Targeted advertising is a type of
9 advertising whereby advertisements are intelligently selected for display on a consumer’s
10 Internet-enabled terminal by analyzing collected consumer data, which may include a consumer’s
11 private and confidential information such as, but not limited to, a consumer’s profile, terminal
12 location, and/or terminal usage history, e.g., the consumer’s online behavior or past clickstream.

13 2. The Federal Trade Commission generally defines “consumer data” as data that can
14 be “reasonably linked to a specific consumer, computer, or other device.” *See* Protecting
15 Consumer Privacy in an Era of Rapid Change – A Proposed Framework for Businesses and
16 Policymakers, Preliminary FTC Staff Report, Federal Trade Commission (December 2010).
17 “Consumers live in a world where information is collected about their purchasing behavior,
18 online browsing habits, and other online and offline activity is collected, analyzed, combined,
19 used, and shared, often instantaneously and invisibly.” *See id.* at *i.*

20 3. All Defendants collect, analyze, use, and/or share consumer data to identify (or at
21 least predict) the needs and desires of consumers, including without limitation those located in or
22 passing through San Diego, California. Defendants tap into vast databases of consumers’ online
23 behavior, which are mainly gathered surreptitiously by tracking technologies that have become
24 ubiquitous on web sites and in application software (a.k.a., “application” or “app”) associated
25 with consumer terminals, e.g., handheld computers such as smartphones. Consumer data
26 including online behavior is often collected without the respective consumer’s knowledge or
27 consent. Using statistical analysis, Defendants are able to make assumptions about the proclivities
28 of an online consumer.

1 4. The Defendants are transforming the Internet into a place where online consumers
2 are becoming anonymous in name only. In general, the more consumer data – particularly
3 personal data – Defendants collect, the more they can charge for targeted advertising.

PLAINTIFF STREETSACE

4
5 5. Streetspace is a corporation organized and existing under the laws of the State of
6 Delaware with its principal place of business located at 702 Level 7, Uptown 2, No. 2 Jalan SS
7 21/37, Damansara Uptown, 47400 Petaling Jaya, Selangor, Malaysia, www.streetspace.com.
8 Streetspace designs and develops products and services capable (among other things) of
9 delivering personalized, targeted advertisements and location-based services over the Internet.

10 6. On January 25, 2005, the United States Patent & Trademark Office (“USPTO”)
11 duly and lawfully issued U.S. Patent No. 6,847,969, entitled “Method and System for Providing
12 Personalized Online Services and Advertisements in Public Spaces” (hereinafter “the ‘969
13 patent”). A true and correct copy of the ‘969 patent is attached hereto as Exhibit A. The ‘969
14 patent was filed as PCT International Application No. PCT/US00/11840 on May 3, 2000, and
15 claims priority to United States Provisional Patent Application Nos. 60/132,168 and 60/160,760,
16 filed on May 3, 1999, and October 21, 1999, respectively.

17 7. In or about October, 1999, Streetspace deployed a network of terminals throughout
18 Berkeley, California at various bookstores, retail stores, cafés and restaurants. The terminals,
19 which were referred to as “Street Linc” terminals at the time, provided users with free e-mail
20 access, web browsing, social community conversation, and personalized online information.
21 Within just a few weeks, Streetspace had over 30,000 registered users—approximately one-third
22 of the city’s population. Streetspace continued to grow its user base throughout California from
23 San Francisco to San Jose, installing terminals at various high-traffic locations, including
24 McDonald’s restaurants, Tower Records, and the AT&T Baseball Park (then known as Pac Bell
25 Park). Importantly, Street Linc terminals also displayed advertisements, which were dynamically
26 selected based on terminal location, time, a user’s profile, and/or a user’s recorded usage of the
27 Street Linc terminals.

28 8. The Street Linc terminal was envisioned with the idea that users would be able to

1 simply “walk up to the Web” in thousands of retail locations, shopping malls, banks, transit hubs,
2 restaurants, cafés and places of interest for quick check-ins for email, information, or online
3 services to users “on the go.” The Street Linc terminal engages users at the point they are most
4 likely to conduct a retail transaction, book a ticket, or make a purchase query.

5 9. IDEO, a design and innovation consulting firm, provided industrial design for the
6 Street Linc terminal. IDEO is known for creating Apple’s first mouse. Streetspace was awarded
7 U.S. Design Patent Nos. D433,679 and D451,916, on November 14, 2000, and December 11,
8 2001, respectively, for the innovative design of the Street Linc terminal.

9 10. Street Linc terminals were also deployed during the 2002 Winter Olympic Games
10 in the Olympic Village at Salt Lake City, Utah. Users were able to browse information on sports
11 venues, events and results as well as general information such as hotels and tourist sites in Salt
12 Lake City.

13 11. Streetspace currently markets and sells terminals under the brand name, The Web
14 Station™. Streetspace Web Stations are deployed as Internet banking terminals by leading
15 Malaysian banks such as Maybank, CIMB Bank and AFFIN Bank. Streetspace Web Stations are
16 also deployed by the Ministry of Human Resources, Malaysia.

17 12. Another of Streetspace’s premier, licensed products is Streetpartner™, which is a
18 web-based network management tool that allows Streetspace customers to remotely operate Web
19 Stations. Streetpartner also allows network managers, businesses and retailers to monitor and
20 analyze users’ locations, profiles, and network usage histories, thus enabling them to deliver
21 personalized content (such as targeted advertising and/or location-based services) across the Web
22 Station network. Indeed, Streetspace markets its technology as providing retailers and partners
23 with the opportunity to deliver targeted and/or personalized advertisements to specific customers
24 based on user profile, usage history, time, and/or location.

25 13. Streetspace continues to license Streetpartner and sell terminals.

26 **DEFENDANT GOOGLE**

27 14. Streetspace is informed and believes and based thereon alleges that defendant
28 Google Inc. (“Google”) is a corporation organized and existing under the laws of the State of

1 Delaware with its principal place of business at 1600 Amphitheatre Parkway, Mountain View,
2 California 94043.

3 15. Streetspace is informed and believes and based thereon alleges that Google is in
4 the business (among other things) of collecting, analyzing, using, and/or sharing (with third
5 parties) consumer data to facilitate and/or deliver a personalized Internet experience including,
6 among other things, targeted advertising (such as those represented by or associated with
7 Google's AdSense, AdWords, and Google Mobile Ads) and other personalized location-based
8 services to consumers. According to Google's Privacy Policy (March 11, 2009), Google collects,
9 among other things, personal information, log information, and location data for the purpose of
10 "providing our services, including the display of customized content and advertising."

11 **DEFENDANT ADMOB**

12 16. Streetspace is informed and believes and based thereon alleges that defendant
13 Admob, Inc. ("Admob") is a corporation organized and existing under the laws of the State of
14 Delaware with its principal place of business at 1600 Amphitheatre Parkway, Mountain View,
15 CA 94043.

16 17. Streetspace is informed and believes and based thereon alleges that Google
17 acquired Admob for \$750 million in April 2010. Defendant Apple Inc. had also expressed
18 interest in purchasing Admob the same year, but was out-bid by Google.

19 18. Streetspace is informed and believes and based thereon alleges that Google directs
20 and/or controls, and is jointly and severally liable for, the infringing activities of Admob.

21 19. Streetspace is informed and believes and based thereon alleges that Admob is in
22 the business of (among other things) collecting, analyzing, using, and/or sharing (with third
23 parties) consumer data to facilitate and/or deliver a personalized Internet experience including
24 targeted advertising to consumers. According to Admob's Privacy Policy (October 30, 2009),
25 Admob provides mobile advertising services to advertisers and publishers. AdMob collects
26 certain information about visitors to publishers' sites that connect to the Admob mobile
27 advertising services. Admob automatically collects and receives information about those visitors
28 such as, but not limited to, browser identifiers, session information, browser cookies, device type,

1 carrier provider, IP addresses, unique device ID, carrier user ID, geo-location information, sites
2 visited and clicked-on advertisements displayed. Admob may track that information over time
3 and over multiple publishers' sites and use non-personally identifiable information collected from
4 such visitors to provide reports to advertisers and others and to help Admob display
5 advertisements that may be of interest to visitors.

6 **DEFENDANT APPLE**

7 20. Streetspace is informed and believes and based thereon alleges that defendant
8 Apple Inc. ("Apple") is a corporation organized and existing under the laws of the State of
9 California with its principal place of business at 1 Infinite Loop, M/S 3-PAT, Cupertino,
10 California 95014.

11 21. Streetspace is informed and believes and based thereon alleges that Apple is in the
12 business (among other things) of collecting, analyzing, using, and/or sharing (with third parties)
13 consumer data to facilitate and/or deliver a personalized Internet experience including, among
14 other things, targeted advertising (such as those represented by or associated with Apple's iAd
15 advertising system) and other personalized location-based services to consumers. According to
16 Apple's Privacy Policy (available at www.apple.com/legal/privacy), Apple uses cookies and
17 collects personal information and location information to develop and deliver advertising.

18 **DEFENDANT QUATTRO WIRELESS**

19 22. Streetspace is informed and believes and based thereon alleges that defendant
20 Quattro Wireless, Inc. ("Quattro Wireless") is a corporation organized and existing under the laws
21 of the State of Delaware with its principal place of business at 260 Charles Street, Waltham,
22 Massachusetts 02453.

23 23. Streetspace is informed and believes and based thereon alleges that Apple acquired
24 Quattro Wireless for \$275 million in January 2010.

25 24. Streetspace is informed and believes and based thereon alleges that Apple shut
26 down Quattro Wireless' advertising network as of September 2010 to focus exclusively on its iAd
27 advertising system.

28 25. Streetspace is informed and believes and based thereon alleges that Apple directs

1 and/or controls (or used to direct and/or control), and is jointly and severally liable for, the
2 infringing activities of Quattro Wireless.

3 26. Streetspace is informed and believes and based thereon alleges that Quattro
4 Wireless is in the business of collecting, analyzing, using, and sharing (with third parties)
5 consumer data to facilitate and/or deliver a personalized Internet experience including targeted
6 advertising to consumers. According to Quattro Wireless' Privacy Policy, Quattro Wireless
7 collects personally identifiable information and mobile consumer information such as, but not
8 limited to site click-thru behavior and ads visited. Quattro Wireless also assembles non-personal
9 behavioral, location and/or demographic clusters in order to facilitate optimal ad matching.

10 **THE NOKIA DEFENDANTS**

11 27. Streetspace is informed and believes and based thereon alleges that defendant
12 Nokia Corporation is a foreign public limited liability company organized and existing under the
13 laws of the Republic of Finland with its principal place of business at Keilalahdentie 4, P.O. Box
14 226, FI-00045, Espoo, Finland.

15 28. Streetspace is informed and believes and based thereon alleges that defendant
16 Nokia Inc. is a wholly-owned subsidiary of Nokia Corporation with its principal place of business
17 at 102 Corporate Park Drive, White Plains, New York 10604.

18 29. Streetspace is informed and believes and based thereon alleges that Nokia
19 Corporation directs and /or controls, and is jointly and severally liable for, the infringing acts of
20 Nokia Inc.

21 30. Streetspace is informed and believes and based thereon alleges that Nokia
22 Corporation and Nokia Inc. are in the business (among other things) of collecting, analyzing,
23 using, and/or sharing (with third parties) consumer data to facilitate and/or deliver a personalized
24 Internet experience including, among other things, targeted advertising and other personalized
25 location-based services to consumers. According to Nokia's Privacy Policy (March 12, 2008),
26 Nokia collects personal information and certain technical information (including, but not limited
27 to IP-address, access times, the website a user linked from, pages visited, links used, and the
28 adbanners viewed), to display customized content and advertising.

1 31. Streetspace is informed and believes and based thereon alleges that Navteq
2 Corporation (“Navteq”) is a corporation organized and existing under the laws of the State of
3 Delaware with its principal place of business at 425 W. Randolph Street, Chicago, Illinois 60606.

4 32. Streetspace is informed and believes and based thereon alleges that Navteq is a
5 wholly-owned subsidiary of Nokia Corporation and/or Nokia Inc. Navteq was purchased for \$8.1
6 billion on July 10, 2008. Streetspace is further informed and believes and based thereon alleges
7 that Nokia Corporation and/or Nokia Inc. directs and/or controls, and is/are jointly and severally
8 liable for, the infringing acts of Navteq.

9 33. Streetspace is informed and believes and based thereon alleges that Navteq is in
10 the business (among other things) of collecting, analyzing, using, and/or sharing (with third
11 parties) consumer data to facilitate and/or deliver a personalized Internet experience including,
12 among other things, targeted advertising (such as those represented by or associated with
13 Navteq’s LocationPoint Advertising service) and other personalized location-based services to
14 consumers. According to Navteq’s Privacy Policy (February 2010), Navteq collects personal
15 information, certain technical information, and location data to display advertising customized to
16 a recipient’s interests and preferences.

17 **DEFENDANT MILLENNIAL MEDIA**

18 34. Streetspace is informed and believes and based thereon alleges that defendant
19 Millennial Media, Inc. (“Millennial Media”) is a corporation organized and existing under the
20 laws of the State of Delaware with its principal place of business at 2400 Boston Street, 3rd Floor
21 Suite 308, Baltimore, Maryland 21224.

22 35. Streetspace is informed and believes and based thereon alleges that Millennial
23 Media is in the business of collecting, analyzing, using, and/or sharing consumer data (with third
24 parties) to facilitate and/or deliver a personalized Internet experience including targeted
25 advertising (such as those represented by or associated with Millennial Media’s MYDAS
26 advertising platform and UMPIRE ad serving technology) to consumers. According to Millennial
27 Media’s Privacy Policy, Millennial Media collects consumer data to deliver better targeted
28 marketing messages to consumers.

1 **DEFENDANT JUMPTAP**

2 36. Streetspace is informed and believes and based thereon alleges that defendant
3 Jumptap, Inc. (“Jumptap”) is a corporation organized and existing under the laws of the State of
4 Delaware with its principal place of business at 10 Canal Park, 5th Floor, Cambridge,
5 Massachusetts 02141.

6 37. Streetspace is informed and believes and based thereon alleges that Jumptap is in
7 the business of collecting, analyzing, using, and/or sharing (with third parties) consumer data to
8 facilitate and/or deliver a personalized Internet experience including targeted advertising to
9 consumers. According to Jumptap’s Privacy Policy, Jumptap provides mobile advertising
10 technology and services to its partners (publishers of mobile web sites and wireless carriers), and
11 operates a mobile advertising network. When Jumptap serves ads for its partners or on its
12 network, Jumptap seeks to make the ads more relevant to users’ interests. Jumptap and its
13 partners do this by matching the ads to characteristics such as the time of day, carrier network,
14 content of the site, application or page on which the ad is displayed, the type of mobile device and
15 web browser used, anonymous information about the browsing behavior or search queries of the
16 user and other information including data provided by its partners. To assist in tracking a user’s
17 activity, Jumptap or its partners may use a mobile browser cookie, a unique but anonymous
18 identifier.

19 **DOES 1 THROUGH 20**

20 38. Streetspace is ignorant of the true names and capacities of the parties sued herein
21 as DOES 1 through 20, inclusive, whether individual, corporate or otherwise, and therefore sues
22 these defendants by such fictitious names. Streetspace will amend the complaint to assert their
23 true names when they have been ascertained. Streetspace is informed and believes and based
24 thereon alleges that all defendants sued herein as DOES 1 through 20 are in some manner
25 responsible for the acts and omissions alleged herein.

26 **JURISDICTION AND VENUE**

27 39. This lawsuit is an action for patent infringement arising under the patent laws of
28 the United States, 35 U.S.C. § 271, *et seq.* Accordingly, this Court has exclusive subject matter

1 jurisdiction over this action under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a).

2 40. This Court has personal jurisdiction over Google because it is a resident of
3 California, conducts business in California and this judicial district, and has committed acts of
4 patent infringement in California and this judicial district, such as facilitating and delivering a
5 personalized Internet experience and personalized location-based services including, among other
6 things, targeted advertising to consumers.

7 41. This Court has personal jurisdiction over Admob because it is a resident of
8 California, conducts business in California and this judicial district, and has committed acts of
9 patent infringement in California and in judicial district, such as facilitating and delivering a
10 personalized Internet experience including targeted advertising to consumers.

11 42. This Court has personal jurisdiction over Apple because it is a resident of
12 California, conducts business in California and this judicial district, and has committed acts of
13 patent infringement in California and this judicial district, such as facilitating and delivering a
14 personalized Internet experience and personalized location-based services including, among other
15 things, targeted advertising to consumers.

16 43. This Court has personal jurisdiction over Quattro Wireless because it conducts
17 business in California and this judicial district, and has committed acts of patent infringement in
18 California and this judicial district, such as such as facilitating and delivering a personalized
19 Internet experience including targeted advertising to consumers.

20 44. This Court has personal jurisdiction over Nokia Corporation because it maintains
21 an office and/or research and development teams in this judicial district, and because it conducts
22 business in California and this judicial district, such as facilitating and delivering a personalized
23 Internet experience and personalized location-based services including, among other things,
24 targeted advertising to consumers.

25 45. This Court has personal jurisdiction over Nokia Inc. because it maintains an office
26 and/or research and development teams in this judicial district, and because it conducts business
27 in California and this judicial district, such as facilitating and delivering a personalized Internet
28 experience and personalized location-based services including, among other things, targeted

1 advertising to consumers.

2 46. This Court has personal jurisdiction over Navteq because it conducts business in
3 California and this judicial district, such as facilitating and delivering a personalized Internet
4 experience including targeted advertising to consumers.

5 47. This Court has personal jurisdiction over Millennial Media because it conducts
6 business in California and this judicial district and because it has committed acts of patent
7 infringement in this judicial district, such as such as facilitating and delivering a personalized
8 Internet experience including targeted advertising to consumers.

9 48. This Court has personal jurisdiction over Jumtap because it conducts business in
10 California and this judicial district and because it has committed acts of patent infringement in
11 this judicial district, such as such as facilitating and delivering a personalized Internet experience
12 including targeted advertising to consumers.

13 49. Streetspace is informed and believes and based thereon alleges that each of the
14 Defendants has placed its infringing system or components thereof in the stream of commerce
15 with knowledge and intent that the system or components thereof would be distributed and sold
16 directly or through others to consumers in California and this judicial district. In addition,
17 Streetspace is informed and believes and based thereon alleges that each of the Defendants
18 induces advertisers and consumers in California to infringe the '969 patent, and sells and offers to
19 sell its infringing services to residents in California and this judicial district and/or each of the
20 Defendants contracts or has contracted with third party advertisers and vendors in California and
21 this judicial district.

22 50. Venue is proper in this judicial district under 28 U.S.C. § 1391 and § 1400(b)
23 because defendants have regularly transacted business in this judicial district and certain of the
24 acts complained of herein occurred in this judicial district.

25 **THE PATENT IN SUIT**

26 51. Streetspace is the owner of the '969 patent by assignment, with full and exclusive
27 rights to bring suit to enforce the patent.

28 52. The '969 patent describes, among other things, a targetable community of users:

1 “The system also creates a highly targetable community of users to whom advertising or
2 marketing content may be directed, and provides advertisers, marketers, and merchants with an
3 effective one-to-one video-based, multimedia marketing tool for making their products and
4 services known to a user population most likely to be interested in such products and services.”
5 Col. 4: 59-65. “This ‘street space’ allows users and service providers or advertisers to interact and
6 engage in commercial transactions.” Col. 4: 65-67.

7 53. The ‘969 patent also describes, among other things, an “intelligent advertiser.” “In
8 addition to user services, the system provides a method of generating and delivering pinpoint
9 advertising/marketing content based upon (1) the user profile, (2) user history, (3) the physical
10 location of the user, (4) the time of day the user accesses the system. The combined personal
11 information from the user profile and user history, along with the user’s physical location and
12 time of using the system provides pinpoint advertising capability in real time.” Col. 7: 56-63.
13 “The system provides an intelligent advertiser program to create highly targeted advertisements to
14 the user based upon the user profile and user history combined with the location and time that the
15 user accesses the system.” Col. 8: 55-58.

16 54. The ‘969 patent includes 23 claims. Independent claims 1, 12, and 19 were
17 corrected via a Certificate of Correction issued on February 21, 2006. The Certificate of
18 Correction was necessitated by a United States Patent & Trademark Office mistake.

19 55. The ‘969 patent claims systems and methods for providing personalized online
20 services and advertisements employing a terminal, a database having a profile for a user and
21 usage history for the user, and a program for displaying personalized information.

22 COUNT ONE

23 **(Patent Infringement against Google)**

24 56. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
25 through 55 as though set forth fully herein.

26 57. Streetspace is informed and believes and based thereon alleges that Google has
27 been and is infringing, and/or inducing others to infringe one or more claims of the ‘969 patent
28 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,

1 and/or offering for sale (among other things) a method and/or system for providing personalized
2 information and/or targeted online advertising services based on location, consumers' profiles
3 and/or usage history, such as AdWords, AdSense, and Google Mobile Ads, and/or by making,
4 using, selling, importing, exporting, and/or offering for sale (among other things) Google G1,
5 Nexus One and other Android-enabled terminals and other products and/or services that deliver or
6 are capable of delivering personalized information and/or targeted online advertising services
7 based on location, consumers' profiles and/or usage history.

8 **Google's Direct Infringement**

9 58. Streetspace is informed and believes and based thereon alleges that Google
10 directly infringes one or more claims of the '969 patent either literally or under the doctrine of
11 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system
12 and/or method that employs a terminal, a database, and a program as recited in one or more
13 claims of the '969 patent.

14 59. Streetspace is informed and believes and based thereon alleges that Google
15 imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to,
16 smartphones associated with the brand name Nexus or Google's Android operating system. *See,*
17 *e.g.,* www.google.com/phone. Google software for facilitating and/or delivering (for display)
18 personalized information is also employed in various third party branded terminals.

19 60. Streetspace is informed and believes and based thereon alleges that Google's
20 Android operating system has attracted more than 21 hardware makers and 60 carriers in 40
21 countries. There are now over 60 Android compatible devices. Google represents that over
22 100,000 new Android devices are activated every day.

23 61. Streetspace is informed and believes and based thereon alleges that Google
24 operates over one million servers and databases in data centers around the world and processes
25 over one billion search requests and about twenty-four petabytes (i.e., 24 x 1000 terabytes) of
26 user-generated data every day. Google reports that its average response time to a search request
27 is a fraction of a second.

28 62. Streetspace is informed and believes and based thereon alleges that Google

1 maintains databases in the United States and abroad that store and retain consumer data obtained
2 from consumers located inside and outside the United States. The consumer data that Google
3 retains in its databases includes, among other things, Internet behavior of consumers; locations of
4 consumers and/or consumers' terminals; personal information such as hobbies and interests,
5 travel plans, income, gender, and friends; medical records; responses to advertising; purchase
6 history; demographic details; login and logoff times; past search requests; email addresses;
7 Internet Protocol ("IP") addresses; visited web sites and pages; unique cookie IDs; browser types;
8 and terminal types.

9 63. Streetspace is informed and believes and based thereon alleges that Google
10 maintains the world's largest database of consumers' online actions.

11 64. Streetspace is informed and believes and based thereon alleges that Google users
12 click on the first advertisement for search results an average of 8% of the time (i.e., 80,000 clicks
13 for every one million searches).

14 65. Streetspace is informed and believes and based thereon alleges that Google has
15 been intercepting information about consumer's web surfing habits while driving through cities
16 taking photographs for Google map's "Street View." Google has collected this information by
17 gaining access to consumers' personal Wi-Fi networks. Numerous state attorneys general are
18 investigating whether these actions are illegal and if they are considered unfair and deceptive
19 practices.

20 66. Streetspace is informed and believes and based thereon alleges that Google offers
21 various online productivity software and terminal software (i.e., programs) such as, but not
22 limited to, Google email ("Gmail"); Orkut, a social networking website; AdWords and AdSense;
23 Google Buzz, a social networking and messaging tool; Google Chrome, a web browser; Picasa;
24 Google Talk instant messaging; DoubleClick; Android operating systems and apps; Google Docs;
25 Google Calendar; Google Toolbar; Google Desktop; Google Translate; Google News; Google
26 Health; Google Maps; Google Earth; Google Dashboard; Google Blogger; Google Groups;
27 Google Knol; Panoramio; Google Talk; Google Voice; and Google Wave. This and other Google
28 software such as, but not limited to, server software and tracking cookies with unique

1 identification numbers, enables Google to obtain consumer data and display personalized
2 information such as targeted advertisements to consumers.

3 67. Streetspace is informed and believes and based thereon alleges that Google records
4 the Internet surfing behavior of everyone who visits any web page, including those that are not
5 owned by or affiliated with Google, that uses Google's AdSense or DoubleClick.

6 68. Streetspace is informed and believes and based thereon alleges that Google's
7 former CEO, Mr. Eric Schmidt, has been quoted as saying in February 2005, "We are moving to a
8 Google that knows more about you." Mr. Schmidt has also been quoted as saying in a 2007
9 interview with the Financial Times that "the goal [of Google] is to enable Google users to be able
10 to ask the question such as 'What shall I do tomorrow?' and 'What job shall I take?'" Mr.
11 Schmidt also stated in a 2010 interview with the Wall Street Journal "I actually think most people
12 don't want Google to answer their questions, they want Google to tell them what they should be
13 doing next." Mr. Schmidt is also a former member of the Board of Directors of Apple.

14 69. Streetspace is informed and believes and based thereon alleges that Mr. Schmidt
15 declared in December 2009, after privacy concerns were raised:

16 "If you have something that you don't want anyone to know, maybe you shouldn't
17 be doing it in the first place. If you really need that kind of privacy, the reality is
18 that search engines – including Google – do retain this information for some time
19 and it's important, for example, that we are all subject in the United States to the
20 Patriot Act and it is possible that all that information could be made available to
21 the authorities."

22 In 2010, Mr. Schmidt predicted that "true transparency and no anonymity" is the way forward for
23 the Internet: "In a world of asynchronous threats it is too dangerous for there not to be some way
24 to identify you." He also said

25 "If I look at enough of your messaging and your location, and use artificial
26 intelligence, we can predict where you are going to go. Show us 14 photos of
27 yourself and we can identify who you are. You think you don't have 14 photos of
28 yourself on the Internet? You've got Facebook photos!"

67. Streetspace is informed and believes and based thereon alleges that Privacy
International, a United Kingdom-based watchdog on surveillance and privacy invasions by
governments and corporations, ranked Google as "Hostile to Privacy," its lowest rating on their
report, making Google the only company to receive that ranking.

1 **Google's Indirect Infringement**

2 71. Streetspace is informed and believes and based thereon alleges that Google is
3 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
4 the '969 patent.

5 72. Google has had actual knowledge of the '969 patent since at least August 23,
6 2010. Streetspace is informed and believes and based thereon alleges that Google operates a
7 search engine and database called Google Patents comprising patents and published patent
8 applications from the United States Patent & Trademark Office. All of the approximately 7
9 million U.S. patents have been put in the database including the '969 patent. Google has
10 performed optical character recognition on the pages of the patent applications and patents stored
11 in its database to make them searchable. Google Patents was launched on December 14, 2006.

12 73. Streetspace is informed and believes and based thereon alleges that the '969 patent
13 has been and currently is directly infringed in the United States and abroad by, without limitation,
14 (1) consumers receiving personalized information (including, but not limited to targeted
15 advertisements) from Google, (2) advertisers employing Google's systems and methodologies for
16 delivering and displaying targeted advertisements, (3) various web site or Android app
17 developers, and (4) defendant Admob. Google has knowledge of and induces that infringement by
18 intentionally encouraging and/or aiding consumers, advertisers, web site or Android app
19 developers, and Admob to use Google branded or non-Google branded terminals, Google's
20 databases comprising consumer data, and Google's software (i.e., programs) for the display of
21 personalized information such as targeted advertisements. Google intentionally designs,
22 manufactures, markets, promotes, sells, services, supports (including technical support), provides
23 updated software, and educates consumers, advertisers, Android app developers, and Admob on
24 its terminals, services, software (most, if not all, of which is available to the public for free), and
25 systems and methodologies for delivering and displaying personalized information such as
26 targeted advertisements. Google has known or should have known that these actions would cause
27 direct infringement of the '969 patent and did so with specific intent to encourage and aid direct
28 infringement.

1 74. Streetspace is informed and believes and based thereon alleges that consumers,
2 advertisers, web site or Android app developers, and Admob put Google's system for delivering
3 and displaying personalized information (including, but not limited to targeted advertisements)
4 into service, i.e., control the system as a whole and obtain benefit from it.

5 75. Streetspace is informed and believes and based thereon alleges that based upon
6 Google's prior knowledge of the '969 patent and other facts to be proved at trial, Google's
7 infringement of the '969 patent has been and is willful.

8 76. As a result of Google's infringement of the '969 patent, Streetspace has suffered
9 and is continuing to suffer damages in an amount to be determined at trial.

10 77. Streetspace has suffered and will continue to suffer irreparable injury for which
11 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
12 entitled to an injunction against further infringement by Google.

13 78. Google's infringement of the '969 patent is exceptional and entitles Streetspace to
14 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

15 **COUNT TWO**

16 **(Patent Infringement against Admob)**

17 79. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
18 through 78 as though set forth fully herein.

19 80. Streetspace is informed and believes and based thereon alleges that Admob has
20 been and is infringing, and/or inducing others to infringe one or more claims of the '969 patent
21 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,
22 and/or offering for sale (among other things) a method and/or system for providing personalized
23 information and/or targeted online advertising services based on location, consumers' profiles
24 and/or usage history, such as Admob's mobile advertising network, Google's AdWords, Google's
25 AdSense, and Google Mobile Ads.

26 **Admob's Direct Infringement**

27 81. Streetspace is informed and believes and based thereon alleges that Admob
28 directly infringes one or more claims of the '969 patent either literally or under the doctrine of

1 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system
2 and/or method that employs a terminal, a database, and a program as recited in one or more
3 claims of the '969 patent.

4 82. Streetspace is informed and believes and based thereon alleges that Admob uses
5 terminals such as, but not limited to, smartphones associated with the brand name Nexus or
6 Google's Android operating system, and Apple's iPhone, Apple's iPad, and other third party
7 branded terminals to test and develop its mobile advertising network.

8 83. Streetspace is informed and believes and based thereon alleges that Admob
9 represents that its mobile advertising network is the world's largest advertising network with
10 thousands of mobile sites and that Admob makes it easy for publishers to monetize their mobile
11 traffic and for advertisers to target and reach customers on the mobile web in more than 160
12 countries. Admob serves billions of targeted ads per month around the world to consumers
13 browsing the mobile web in its network.

14 84. Streetspace is informed and believes and based thereon alleges that Admob shares
15 data about the traffic in its mobile advertising network on an aggregate basis in its monthly
16 Mobile Metrics Report.

17 85. Streetspace is informed and believes and based thereon alleges that Admob
18 published a case study regarding auto manufacturer Land Rover noting that "Admob ran
19 graphical banner ads and text link ads with sophisticated targeting to reach Land Rover's target
20 audience of high net worth males." "Admob targeted specific handsets that profile high net worth
21 including several leading Smartphones."

22 86. Streetspace is informed and believes and based thereon alleges that developers in
23 Admob's mobile advertising network are able to display Google AdSense ads when an Admob ad
24 is not available.

25 87. Streetspace is informed and believes and based thereon alleges that Admob
26 maintains databases in the United States and abroad that store and retain consumer data obtained
27 from consumers located inside and outside the United States. The consumer data that Admob
28 retains in its databases includes, among other things, Internet behavior of consumers; locations of

1 consumers and/or consumers' terminals; personal information such as income and gender;
2 responses to advertising; login and logoff times; IP addresses, visited web sites, pages, and apps;
3 unique cookie IDs; browser types; and terminal types.

4 88. Streetspace is informed and believes and based thereon alleges that Admob utilizes
5 server software and/or tracking cookies located on consumer terminals in order to identify
6 consumers and target ads.

7 **Admob's Indirect Infringement**

8 89. Streetspace is informed and believes and based thereon alleges that Admob is
9 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
10 the '969 patent.

11 90. Admob has had actual knowledge of the '969 patent since at least August 23,
12 2010.

13 91. Streetspace is informed and believes and based thereon alleges that the '969 patent
14 has been and currently is directly infringed in the United States and abroad by, without limitation,
15 (1) consumers receiving targeted advertisements from Admob, (2) advertisers employing
16 Admob's systems and methodologies for delivering and displaying targeted advertisements, and
17 (3) web site or app developers utilizing Admob's targeted advertisements. Admob has knowledge
18 of and induces that infringement by intentionally encouraging and/or aiding consumers,
19 advertisers, and web site or app developers to use terminals, Admob's databases comprising
20 consumer data, and Admob's software (i.e., programs) for the display of targeted advertisements.
21 Admob intentionally designs, manufactures, markets, promotes, sells, supports, services, provides
22 software developer kits and online help, and educates consumers, advertisers, and app developers
23 on its software, and systems and methodologies for delivering and displaying targeted
24 advertisements. Admob has known or should have known that these actions would cause direct
25 infringement of the '969 patent and did so with specific intent to encourage and aid direct
26 infringement.

27 92. Streetspace is informed and believes and based thereon alleges that consumers,
28 advertisers, and web site or app developers put Admob's system for delivering and displaying

1 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

2 93. Streetspace is informed and believes and based thereon alleges that based upon
3 Admob's prior knowledge of the '969 patent and other facts to be proved at trial, Admob's
4 infringement of the '969 patent has been and is willful.

5 94. As a result of Admob's infringement of the '969 patent, Streetspace has suffered
6 and is continuing to suffer damages in an amount to be determined at trial.

7 95. Streetspace has suffered and will continue to suffer irreparable injury for which
8 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
9 entitled to an injunction against further infringement by Admob.

10 96. Admob's infringement of the '969 patent is exceptional and entitles Streetspace to
11 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

12 **COUNT THREE**

13 **(Patent Infringement against Apple)**

14 97. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
15 through 96 as though set forth fully herein.

16 98. Streetspace is informed and believes and based thereon alleges that Apple has been
17 and is infringing, and/or inducing others to infringe one or more claims of the '969 patent literally
18 and/or under the doctrine of equivalents by making, using, selling, importing, exporting, and/or
19 offering for sale (among other things) a method and/or system for providing personalized
20 information and/or targeted online advertising services based on location, consumers' profiles
21 and/or usage history, such as iAds, and/or by making, using, selling, importing, exporting, and/or
22 offering for sale (among other things) the iPhone, iPad, iPod Touch, Macintosh computers, and
23 other products and/or services that deliver or are capable of delivering personalized information
24 and/or targeted online advertising services based on location, consumers' profiles and/or usage
25 history.

26 **Apple's Direct Infringement**

27 99. Streetspace is informed and believes and based thereon alleges that Apple directly
28 infringes one or more claims of the '969 patent either literally or under the doctrine of equivalents

1 by making, using, selling, importing, exporting, and/or offering for sale a system and/or method
2 that employs a terminal, a database, and a program as recited in one or more claims of the '969
3 patent.

4 100. Streetspace is informed and believes and based thereon alleges that Apple imports,
5 exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to the iPhone,
6 iPad, iPod Touch, and Macintosh computers. In just 3 days after its launch, Apple sold over 1
7 million iPhones.

8 101. Streetspace is informed and believes and based thereon alleges that Apple
9 maintains databases in the United States and abroad that store and retain consumer data obtained
10 from consumers located inside and outside the United States. The consumer data that Apple
11 retains in its database includes, among other things, Internet behavior of consumers; locations of
12 consumers and/or consumers' terminals; personal information such as hobbies and interests,
13 travel plans, income, gender, and friends; music passions; network information; responses to
14 advertising; purchase history; demographic details; login and logoff times; preference data; email
15 addresses; IP addresses; visited web sites and pages; unique cookie IDs; browser types; terminal
16 IDs; iTunes account information; terminal operating system information; and terminal types.

17 102. Streetspace is informed and believes and based thereon alleges that iAd is a mobile
18 advertising platform developed by Apple for its iPhone, iPod Touch, and iPad terminals allowing,
19 among other things, third-party developers to directly embed advertisements into their
20 applications. Similar to Admob, iAd facilitates integrating advertisements into applications sold
21 on Apple's iOS App Store.

22 103. Streetspace is informed and believes and based thereon alleges that Apple CEO
23 Steve Jobs claimed in June of 2010 that 48% of spending on mobile advertising in the United
24 States from July through December of 2010 will to go Apple's iAd advertising system for its
25 iPhone and iPad.

26 104. Streetspace is informed and believes and based thereon alleges that Apple booked
27 \$60M in advertising commitments in June 2010 for its iAd advertising system, prior to its launch
28 on July 1, 2010. Apple charges each advertiser a minimum of \$1 million to utilize its iAd

1 advertising system.

2 105. Streetspace is informed and believes and based thereon alleges that Apple offers
3 various software to consumers such as, but not limited to iTunes; Mac operating systems; Safari,
4 an internet browser; MobileMe; iWork; iPhoto; iWeb; Software Update; QuickTime; Apple
5 Remote Desktop; iOS, a mobile terminal operating system; and over 200,000 separate apps built
6 by thousands of developers. Apple advertises that “there’s an app for everything.” This and
7 other Apple software such as, but not limited to server software and tracking cookies with unique
8 identification numbers, enables Apple to obtain consumer data and display personalized
9 information such as targeted advertisements to consumers.

10 106. Streetspace is informed and believes and based thereon alleges that Apple has
11 installed more than 10 billion apps in various Apple-branded terminals and has activated over 160
12 million iTunes accounts. Two hundred (200) new apps are downloaded by consumers every
13 second worldwide.

14 107. Streetspace is informed and believes and based thereon alleges that Apple CEO
15 Steve Jobs has been quoted as follows: “Search is not happening on phones; people are using
16 apps. And this is where the opportunity is to deliver advertising.”

17 **Apple’s Indirect Infringement**

18 108. Streetspace is informed and believes and based thereon alleges that Apple is
19 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
20 the ‘969 patent.

21 109. Apple has had actual knowledge of the ‘969 patent since at least August 23, 2010.

22 110. Streetspace is informed and believes and based thereon alleges that the ‘969 patent
23 has been and currently is directly infringed in the United States and abroad by, without limitation,
24 (2) consumers receiving personalized information (including, but not limited to targeted
25 advertisements) from Apple, (2) advertisers employing Apple’s systems and methodologies for
26 delivering and displaying targeted advertisements, (3) Apple app developers, and (4) defendant
27 Quattro Wireless. Apple has knowledge of and induces that infringement by intentionally
28 encouraging and/or aiding consumers, advertisers, Apple app developers, and Quattro Wireless to

1 use Apple-branded or non-Apple branded terminals, Apple’s databases comprising consumer
2 data, and Apple’s software (i.e., programs) for the display of personalized information such as
3 targeted advertisements. Apple intentionally designs, manufactures, markets, promotes, sells,
4 services, supports (including technical support), provides updated software, provides software
5 developer kits, and educates consumers, advertisers, and/or app developers on its terminal,
6 software, and systems and methodologies for delivering and displaying personalized information
7 such as targeted advertisements. Apple has known or should have known that these actions
8 would cause direct infringement of the ‘969 patent and did so with specific intent to encourage
9 and aid direct infringement.

10 111. Streetspace is informed and believed and based thereon alleges that consumers,
11 advertisers, Apple app developers, and Quattro Wireless put Apple’s system for delivering and
12 displaying personalized information (including, but not limited to targeted advertisements) into
13 service, i.e., control the system as a whole and obtain benefit from it.

14 112. Streetspace is informed and believes and based thereon alleges that based upon
15 Apple’s prior knowledge of the ‘969 patent and other facts to be proved at trial, Apple’s
16 infringement of the ‘969 patent has been and is willful.

17 113. As a result of the Apple’s infringement of the ‘969 patent, Streetspace has suffered
18 and is continuing to suffer damages in an amount to be determined at trial.

19 114. Streetspace has suffered and will continue to suffer irreparable injury for which
20 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
21 entitled to an injunction against further infringement by Apple.

22 115. Apple’s infringement of the ‘969 patent is exceptional and entitles Streetspace to
23 attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

24 **COUNT FOUR**

25 **(Patent Infringement against Quattro Wireless)**

26 116. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
27 through 115 as though set forth fully herein.

28 117. Streetspace is informed and believes and based thereon alleges that Quattro

1 Wireless has been and is infringing, and/or inducing others to infringe one or more claims of the
2 '969 patent literally and/or under the doctrine of equivalents by making, using, selling, importing,
3 exporting, and/or offering for sale (among other things) a method and/or system for providing
4 personalized information and/or targeted online advertising services based on location,
5 consumers' profiles and/or usage history, such as Quattro Wireless' mobile advertising network.

6 **Quattro Wireless' Direct Infringement**

7 118. Streetspace is informed and believes and based thereon alleges that Quattro
8 Wireless directly infringes one or more claims of the '969 patent either literally or under the
9 doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale a
10 system and/or method that employs a terminal, a database, and a program as recited in one or
11 more claims of the '969 patent.

12 119. Streetspace is informed and believes and based thereon alleges that Quattro
13 Wireless uses terminals to test and develop its mobile advertising network.

14 120. Streetspace is informed and believes and based thereon alleges that Quattro
15 Wireless maintains databases in the United States and abroad that store and retain consumer data
16 obtained from consumers located inside and outside the United States. The consumer data that
17 Quattro Wireless retains in its databases includes, among other things, Internet behavior of
18 consumers; locations of consumers and/or consumers' terminals; personal information such as
19 income and gender; responses to advertising; login and logoff times; IP addresses, visited web
20 sites, pages, and apps; unique cookie IDs; browser types; and terminal types.

21 121. Streetspace is informed and believes and based thereon alleges that Quattro
22 Wireless utilizes server software and/or tracking cookies located on consumer terminals in order
23 to identify consumers and target ads.

24 **Quattro Wireless' Indirect Infringement**

25 122. Streetspace is informed and believes and based thereon alleges that Quattro
26 Wireless is infringing indirectly by intentionally inducing a direct infringer to infringe one or
27 more claims of the '969 patent.

28 123. Quattro Wireless has had actual knowledge of the '969 patent since at least August

1 23, 2010.

2 124. Streetspace is informed and believes and based thereon alleges that the '969 patent
3 has been and currently is directly infringed in the United States and abroad by, without limitation,
4 (1) consumers receiving targeted advertisements from Quattro Wireless, (2) advertisers
5 employing Quattro Wireless' systems and methodologies for delivering and displaying targeted
6 advertisements, and (3) web site or app developers utilizing Quattro Wireless' targeted
7 advertisements. Quattro Wireless has knowledge of and induces that infringement by
8 intentionally encouraging and/or aiding consumers, advertisers, and app developers to use
9 terminals, Quattro Wireless' databases comprising consumer data, and Quattro Wireless' software
10 (i.e., programs) for the display of targeted advertisements. Quattro Wireless intentionally
11 designs, manufactures, markets, promotes, sells, services, supports, provides software developer
12 kits and online help, and educates consumers, advertisers, and app developers on its software, and
13 systems and methodologies for delivering and displaying targeted advertisements. Quattro
14 Wireless has known or should have known that these actions would cause direct infringement of
15 the '969 patent and did so with specific intent to encourage and aid direct infringement.

16 125. Streetspace is informed and believes and based thereon alleges that consumers,
17 advertisers, and app developers put Quattro Wireless' system for delivering and displaying
18 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

19 126. Streetspace is informed and believes and based thereon alleges that based upon
20 Quattro Wireless' prior knowledge of the '969 patent and other facts to be proved at trial, Quattro
21 Wireless' infringement of the '969 patent has been and is willful.

22 127. As a result of Quattro Wireless' infringement of the '969 patent, Streetspace has
23 suffered and is continuing to suffer damages in an amount to be determined at trial.

24 128. Streetspace has suffered and will continue to suffer irreparable injury for which
25 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
26 entitled to an injunction against further infringement by Quattro Wireless.

27 129. Quattro Wireless' infringement of the '969 patent is exceptional and entitles
28 Streetspace to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

1 **COUNT FIVE**

2 **(Patent Infringement against Nokia Corporation)**

3 130. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
4 through 129 as though set forth fully herein.

5 131. Streetspace is informed and believes and based thereon alleges that Nokia
6 Corporation has been and is infringing, and/or inducing others to infringe one or more claims of
7 the '969 patent literally and/or under the doctrine of equivalents by making, using, selling,
8 importing, exporting, and/or offering for sale (among other things) a method and/or system for
9 providing personalized information and/or targeted online advertising services based on location,
10 consumers' profiles and/or usage histories, including without limitation, the methods and/or
11 systems comprising, used or associated with Navteq's, Nokia Corporation's, and/or Nokia Inc.'s
12 advertising and location-based services business, and/or by making, using, selling, importing,
13 exporting, and/or offering for sale (among other things) terminals that deliver or are capable of
14 delivering personalized information and/or targeted online advertising services based on location,
15 consumers' profiles and/or usage history.

16 **Nokia Corporation's Direct Infringement**

17 132. Streetspace is informed and believes and based thereon alleges that defendant
18 Nokia Corporation directly infringes one or more claims of the '969 patent either literally or
19 under the doctrine of equivalents by making, using, selling, importing, exporting, and/or offering
20 for sale a system and/or method that employs a terminal, a database, and a program as recited in
21 one or more claims of the '969 patent.

22 133. Streetspace is informed and believes and based thereon alleges that defendant
23 Nokia Corporation imports, exports, makes, uses, sells, and/or offers for sale terminals such as,
24 but not limited to, mobile phones, smartphones, and mobile computers. Every day, more than 1.3
25 billion people connect to one another with a Nokia-branded terminal. Nokia Corporation is the
26 largest mobile phone manufacturer in the world.

27 134. Streetspace is informed and believes and based thereon alleges that defendant
28 Nokia Corporation maintains databases in the United States and abroad that store and retain

1 consumer data obtained from consumers located inside and outside the United States. The
2 consumer data that Nokia Corporation retains in its databases includes, among other things,
3 Internet behavior of consumers; locations of consumers and/or consumers' terminals; personal
4 information such as hobbies and interests, income, age; gender, and language preferences;
5 responses to advertising; purchase history; demographic details; login and logoff times; access
6 times; viewed content; email addresses; Internet Protocol ("IP") addresses; visited web sites and
7 pages; unique cookie IDs; unique mobile device identifiers; subscriber identity information; user
8 names and passwords; preferences and feedback; network service providers; mobile subscription
9 numbers; browser types; and terminal types.

10 135. Streetspace is informed and believes and based thereon alleges that Nokia
11 Corporation offers various productivity software and Internet services through (among other
12 things) its Ovi Store at www.ovi.com where consumers can download (among other things) apps.
13 "Ovi" is the Finnish word for "door." This and other Nokia Corporation software such as, but not
14 limited to its Symbian operating system, MeeGo operating system, Nokia Maps, server software
15 and tracking cookies with unique identification numbers, enables Nokia Corporation to obtain
16 consumer data and display personalized information such as targeted advertisements to
17 consumers.

18 136. Streetspace is informed and believes and based thereon alleges that on February
19 11, 2011, Nokia Corporation's CEO Stephen Elop, a former Microsoft employee, unveiled a
20 strategic alliance with Microsoft, and announced that Nokia Corporation would replace Symbian
21 and MeeGo with a mobile operating system developed by Microsoft Corporation. Microsoft
22 adCenter – a division of the Microsoft Network responsible for targeted advertising services –
23 would provide search advertising services on Nokia's line of terminals and services. Nokia Maps
24 would be integrated with Microsoft's Bing search engine and adCenter advertising platform.

25 **Nokia Corporation's Indirect Infringement**

26 137. Streetspace is informed and believes and based thereon alleges that Nokia
27 Corporation is infringing indirectly by intentionally inducing a direct infringer to infringe one or
28 more claims of the '969 patent.

1 138. Nokia Corporation has had actual knowledge of the '969 patent since at least
2 August 23, 2010.

3 139. Streetspace is informed and believes and based thereon alleges that the '969 patent
4 has been and currently is directly infringed in the United States and abroad by, without limitation,
5 (1) consumers receiving personalized information (including, but not limited to targeted
6 advertisements) from Nokia Corporation, (2) advertisers employing Nokia Corporation's systems
7 and methodologies for delivering and displaying targeted advertisements, (3) Ovi app developers,
8 (4) defendant Nokia Inc., and (5) defendant Navteq. Nokia Corporation has knowledge of and
9 induces that infringement by intentionally encouraging and/or aiding consumers, advertisers, Ovi
10 app developers, Nokia Inc., and Navteq to use Nokia-branded or non-Nokia branded terminals,
11 Nokia Corporation's databases comprising consumer data, and Nokia Corporation's software
12 (i.e., programs) for the display of personalized information such as targeted advertisements.
13 Nokia Corporation intentionally designs, manufactures, markets, promotes, sells, services,
14 supports (including technical support), provides updated software, software developer kits, and
15 educates consumers, advertisers, Ovi app developers, Nokia Inc., and Navteq on its terminals,
16 software, and systems and methodologies for delivering and displaying personalized information
17 such as targeted advertisements. Nokia Corporation has known or should have known that these
18 actions would cause direct infringement of the '969 patent and did so with specific intent to
19 encourage and aid direct infringement.

20 140. Streetspace is informed and believes and based thereon alleges that consumers,
21 advertisers, Ovi app developers, Nokia Inc., and Navteq put Nokia Corporation's system for
22 delivering and displaying personalized information (including, but not limited to targeted
23 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

24 141. Streetspace is informed and believes and based thereon alleges that based upon
25 Nokia Corporation's prior knowledge of the '969 patent and other facts to be proved at trial,
26 Nokia Corp.'s infringement of the '969 patent has been and is willful.

27 142. As a result of Nokia Corporation's infringement of the '969 patent, Streetspace has
28 suffered and is continuing to suffer damages in an amount to be determined at trial.

1 143. Streetspace has suffered and will continue to suffer irreparable injury for which
2 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
3 entitled to an injunction against further infringement by Nokia Corporation.

4 144. Nokia Corporation's infringement of the '969 patent is exceptional and entitles
5 Streetspace to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

6 **COUNT SIX**

7 **(Patent Infringement against Nokia Inc.)**

8 145. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
9 through 144 as though set forth fully herein.

10 146. Streetspace is informed and believes and based thereon alleges that Nokia Inc. has
11 been and is infringing, and/or inducing others to infringe one or more claims of the '969 patent
12 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,
13 and/or offering for sale (among other things) a method and/or system for providing personalized
14 information and/or targeted online advertising services based on location, consumers' profiles
15 and/or usage histories, including without limitation the methods and/or systems comprising, used
16 or associated with Navteq's, Nokia Corporation's, and/or Nokia Inc.'s advertising and location-
17 based services business, and/or by making, using, selling, importing, exporting, and/or offering
18 for sale (among other things) terminals that deliver or are capable of delivering personalized
19 information and/or targeted online advertising services based on location, consumers' profiles
20 and/or usage history.

21 **Nokia Inc.'s Direct Infringement**

22 147. Streetspace is informed and believes and based thereon alleges that Nokia Inc.
23 directly infringes one or more claims of the '969 patent either literally or under the doctrine of
24 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system
25 and/or method that employs a terminal, a database, and a program as recited in one or more
26 claims of the '969 patent.

27 148. Streetspace is informed and believes and based thereon alleges that Nokia Inc.
28 imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to,

1 mobile phones, smartphones, and mobile computers.

2 149. Streetspace is informed and believes and based thereon alleges that Nokia Inc.
3 maintains databases in the United States and abroad that store and retain consumer data obtained
4 from consumers located inside and outside the United States. The consumer data that Nokia Inc.
5 retains in its databases includes, among other things, Internet behavior of consumers; locations of
6 consumers and/or consumers' terminals; personal information such as hobbies and interests,
7 income, age; gender, and language preferences; responses to advertising; purchase history;
8 demographic details; login and logoff times; access times; viewed content; email addresses;
9 Internet Protocol ("IP") addresses; visited web sites and pages; unique cookie IDs; unique mobile
10 device identifiers; subscriber identity information; user names and passwords; preferences and
11 feedback; network service providers; mobile subscription numbers; browser types; and terminal
12 types.

13 150. Streetspace is informed and believes and based thereon alleges that Nokia Inc.
14 offers various productivity software and Internet services through (among other things) its Ovi
15 Store at www.ovi.com where consumers can download (among other things) apps. "Ovi" is the
16 Finnish word for "door." This and other Nokia Inc. software such as, but not limited to its
17 Symbian operating system, MeeGo operating system, Nokia Maps, server software and tracking
18 cookies with unique identification numbers, enables Nokia Inc. to obtain consumer data and
19 display personalized information such as targeted advertisements to consumers.

20 **Nokia Inc.'s Indirect Infringement**

21 151. Streetspace is informed and believes and based thereon alleges that Nokia Inc. is
22 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
23 the '969 patent.

24 152. Nokia Inc. has had actual knowledge of the '969 patent since at least August 23,
25 2010.

26 153. Streetspace is informed and believes and based thereon alleges that the '969 patent
27 has been and currently is directly infringed in the United States and abroad by, without limitation,
28 (1) consumers receiving personalized information (including, but not limited to targeted

1 advertisements) from Nokia Inc., (2) advertisers employing Nokia Inc.'s systems and
2 methodologies for delivering and displaying targeted advertisements, (3) Ovi app developers, (4)
3 defendant Nokia Corporation, and (5) defendant Navteq. Nokia Inc. has knowledge of and
4 induces that infringement by intentionally encouraging and/or aiding consumers, advertisers, Ovi
5 app developers, Nokia Corporation, and Navteq to use Nokia-branded or non-Nokia branded
6 terminals, Nokia Inc.'s databases comprising consumer data, and Nokia Inc.'s software (i.e.,
7 programs) for the display of personalized information such as targeted advertisements. Nokia Inc.
8 intentionally designs, manufactures, markets, promotes, sells, services, supports (including
9 technical support), provides updated software, software developer kits, and educates consumers,
10 advertisers, Ovi app developers, Nokia Corporation, and Navteq on its terminals, software, and
11 systems and methodologies for delivering and displaying personalized information such as
12 targeted advertisements. Nokia Inc. has known or should have known that these actions would
13 cause direct infringement of the '969 patent and did so with specific intent to encourage and aid
14 direct infringement.

15 154. Streetspace is informed and believes and based thereon alleges that consumers,
16 advertisers, Ovi app developers, Nokia Corporation, and Navteq put Nokia Inc.'s system for
17 delivering and displaying personalized information (including, but not limited to targeted
18 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

19 155. Streetspace is informed and believes and based thereon alleges that based upon
20 Nokia Inc.'s prior knowledge of the '969 patent and other facts to be proved at trial, Nokia Inc.'s
21 infringement of the '969 patent has been and is willful.

22 156. As a result of Nokia Inc.'s infringement of the '969 patent, Streetspace has
23 suffered and is continuing to suffer damages in an amount to be determined at trial.

24 157. Streetspace has suffered and will continue to suffer irreparable injury for which
25 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
26 entitled to an injunction against further infringement by Nokia Inc.

27 158. Nokia Inc.'s infringement of the '969 patent is exceptional and entitles Streetspace
28 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

1 **COUNT SEVEN**

2 **(Patent Infringement against Navteq)**

3 159. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
4 through 158 as though set forth fully herein.

5 160. Streetspace is informed and believes and based thereon alleges that Navteq has
6 been and currently is infringing, and/or inducing others to infringe one or more claims of the ‘969
7 patent literally and/or under the doctrine of equivalents by making, using, selling, importing,
8 exporting, and/or offering for sale (among other things) a method and/or system for providing
9 personalized information and/or targeted online advertising services based on location,
10 consumers’ profiles and/or usage histories, such as, but not limited to Navteq’s LocationPoint
11 Advertising platform, Navteq Maps, and Atlas Mobile software, and/or by making, using, selling,
12 importing, exporting, and/or offering for sale (among other things) terminals that deliver or are
13 capable of delivering personalized information and/or targeted online advertising services based
14 on location, consumers’ profiles and/or usage history.

15 **Navteq’s Direct Infringement**

16 161. Streetspace is informed and believes and based thereon alleges that Navteq directly
17 infringes one or more claims of the ‘969 patent either literally or under the doctrine of equivalents
18 by making, using, selling, importing, exporting, and/or offering for sale a system and/or method
19 that employs a terminal, a database, and a program as recited in one or more claims of the ‘969
20 patent.

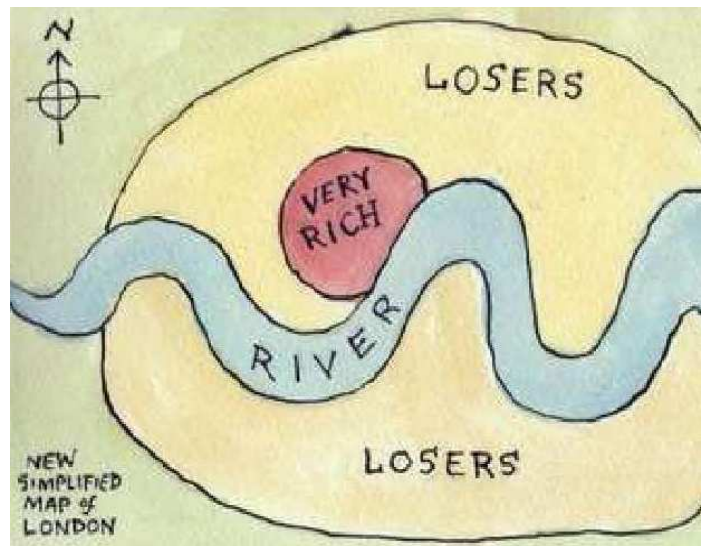
21 162. Streetspace is informed and believes and based thereon alleges that Navteq
22 imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to
23 navigation terminals.

24 163. Streetspace is informed and believes and based thereon alleges that Navteq
25 maintains databases in the United States and abroad that store and retain consumer data obtained
26 from consumers located inside and outside the United States. The consumer data that Navteq
27 retains in its databases includes, among other things, Internet behavior of consumers; locations of
28 consumers and/or consumers’ terminals; personal information such as hobbies and interests,

1 income, age; gender, and language preferences; responses to advertising; purchase history;
2 demographic details; login and logoff times; access times; viewed content; email addresses;
3 Internet Protocol (“IP”) addresses; visited web sites and pages; unique cookie IDs; unique mobile
4 device and navigation terminal identifiers; subscriber identity information; user names and
5 passwords; preferences and feedback; network service providers; mobile subscription numbers;
6 browser types; and terminal types.

7 164. Streetspace is informed and believes and based thereon alleges that Navteq offers
8 navigation and mapping software such as, but not limited to Navteq Maps. This and other Navteq
9 software such as, but not limited to its LocationPoint Advertising server software, Atlas Mobile
10 software, and/or tracking cookies with unique identification numbers, enables Navteq to obtain
11 consumer data and display personalized information such as targeted advertisements to
12 consumers.

13 165. Streetspace is informed and believes and based thereon alleges that Navteq
14 discriminates and targets ads to
15 consumers based on (among other
16 things) income and/or location. For
17 example, the image shown at right was
18 included in a Navteq presentation,
19 entitled “Location targeting is putting
20 mobile advertising on the map,” given by
21 Mandeep Mason, Deputy Sales Director
22 of Navteq Media Solutions, a division of
23 Navteq.



Navteq’s Indirect Infringement

25 166. Streetspace is informed and believes and based thereon alleges that Navteq is
26 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
27 the ‘969 patent.

28 167. Navteq has had actual knowledge of the ‘969 patent since at least August 23, 2010.

1 168. Streetspace is informed and believes and based thereon alleges that the '969 patent
2 has been and currently is directly infringed in the United States and abroad by, without limitation,
3 (1) consumers receiving personalized information (including, but not limited to targeted
4 advertisements) from Navteq, (2) advertisers employing Navteq's systems and methodologies for
5 delivering and displaying targeted advertisements, (3) Navteq app developers, (4) defendant
6 Nokia Corporation, and (5) defendant Nokia Inc. Navteq has knowledge of and induces that
7 infringement by intentionally encouraging and/or aiding consumers, advertisers, Navteq app
8 developers, Nokia Corporation, and Nokia Inc. to use terminals, Navteq's databases comprising
9 consumer data, and Navteq's software (i.e., programs) for the display of personalized information
10 such as targeted advertisements. Navteq intentionally designs, manufactures, markets, promotes,
11 sells, services, supports (including technical support), provides updated software, software
12 developer kits, and educates consumers, advertisers, Navteq app developers, Nokia Corporation,
13 and Nokia Inc. on its terminals, software, and systems and methodologies for delivering and
14 displaying personalized information such as targeted advertisements. Navteq has known or should
15 have known that these actions would cause direct infringement of the '969 patent and did so with
16 specific intent to encourage and aid direct infringement.

17 169. Streetspace is informed and believes and based thereon alleges that consumers,
18 advertisers, Navteq app developers, Nokia Corporation, and Nokia Inc. put Navteq's system for
19 delivering and displaying personalized information (including, but not limited to targeted
20 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

21 170. Streetspace is informed and believes and based thereon alleges that based upon
22 Navteq's prior knowledge of the '969 patent and other facts to be proved at trial, Navteq's
23 infringement of the '969 patent has been and is willful.

24 171. As a result of Navteq's infringement of the '969 patent, Streetspace has suffered
25 and is continuing to suffer damages in an amount to be determined at trial.

26 172. Streetspace has suffered and will continue to suffer irreparable injury for which
27 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
28 entitled to an injunction against further infringement by Navteq.

1 173. Navteq’s infringement of the ‘969 patent is exceptional and entitles Streetspace to
2 attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

3 **COUNT EIGHT**

4 **(Patent Infringement against Millennial Media)**

5 174. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
6 through 173 as though set forth fully herein.

7 175. Streetspace is informed and believes and based thereon alleges that Millennial
8 Media has been and is infringing, and/or inducing others to infringe one or more claims of the
9 ‘969 patent literally and/or under the doctrine of equivalents by making, using, selling, importing,
10 exporting, and/or offering for sale (among other things) a method and/or system for providing
11 personalized information and/or targeted online advertising services based on location,
12 consumers’ profiles and/or usage history.

13 **Millennial Media’s Direct Infringement**

14 176. Streetspace is informed and believes and based thereon alleges that Millennial
15 Media directly infringes one or more claims of the ‘969 patent either literally or under the
16 doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale a
17 system and/or method that employs a terminal, a database, and a program as recited in one or
18 more claims of the ‘969 patent.

19 177. Streetspace is informed and believes and based thereon alleges that Millennial
20 Media uses terminals to test and develop its mobile advertising network.

21 178. Streetspace is informed and believes and based thereon alleges that Millennial
22 Media maintains databases in the United States and abroad that store and retain consumer data
23 obtained from consumers located inside and outside the United States. The consumer data that
24 Millennial Media retains in its databases includes, among other things, Internet behavior of
25 consumers; locations of consumers and/or consumers’ terminals; personal information such as
26 income and gender; responses to advertising; login and logoff times; IP addresses, visited web
27 sites, pages, and apps; unique cookie IDs; browser types; and terminal types.

28 179. Streetspace is informed and believes and based thereon alleges that Millennial

1 Media utilizes server software and/or tracking cookies located on consumer terminals in order to
2 identify consumers and target ads.

3 **Millennial Media's Indirect Infringement**

4 180. Streetspace is informed and believes and based thereon alleges that Millennial
5 Media is infringing indirectly by intentionally inducing a direct infringer to infringe one or more
6 claims of the '969 patent.

7 181. Millennial Media has had actual knowledge of the '969 patent since at least
8 August 23, 2010.

9 182. Streetspace is informed and believes and based thereon alleges that the '969 patent
10 has been and currently is directly infringed in the United States and abroad by, without limitation,
11 (1) consumers receiving targeted advertisements from Millennial Media, (2) advertisers
12 employing Millennial Media's systems and methodologies for delivering and displaying targeted
13 advertisements, and (3) web site or app developers utilizing Millennial Media's targeted
14 advertisements. Millennial Media has knowledge of and induces that infringement by
15 intentionally encouraging and/or aiding consumers, advertisers, and app developers to use
16 terminals, Millennial Media's databases comprising consumer data, and Millennial Media's
17 software (i.e., programs) for the display of targeted advertisements. Millennial Media
18 intentionally designs, manufactures, markets, promotes, sells, services, supports, provides
19 software developer kits and online help, and educates consumers, advertisers, and app developers
20 on its software, and systems and methodologies for delivering and displaying targeted
21 advertisements. Millennial Media has known or should have known that these actions would
22 cause direct infringement of the '969 patent and did so with specific intent to encourage and aid
23 direct infringement.

24 183. Streetspace is informed and believes and based thereon alleges that consumers,
25 advertisers, and app developers put Millennial Media's system for delivering and displaying
26 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

27 184. Streetspace is informed and believes and based thereon alleges that based upon
28 Millennial Media's prior knowledge of the '969 patent and other facts to be proved at trial,

1 Millennium Media’s infringement of the ‘969 patent has been and is willful.

2 185. As a result of Millennium Media’s infringement of the ‘969 patent, Streetspace has
3 suffered and is continuing to suffer damages in an amount to be determined at trial.

4 186. Streetspace has suffered and will continue to suffer irreparable injury for which
5 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
6 entitled to an injunction against further infringement by Millennium Media.

7 187. Millennium Media’s infringement of the ‘969 patent is exceptional and entitles
8 Streetspace to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

9 **COUNT NINE**

10 **(Patent Infringement against Jumtap)**

11 188. Streetspace realleges and incorporates by reference the allegations of paragraphs 1
12 through 187 as though set forth fully herein.

13 189. Streetspace is informed and believes and based thereon alleges that Jumtap has
14 been and is infringing, and/or inducing others to infringe one or more claims of the ‘969 patent
15 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,
16 and/or offering for sale (among other things) a method and/or system for providing personalized
17 information and/or targeted online advertising services based on location, consumers’ profiles
18 and/or usage history.

19 **Jumtap’s Direct Infringement**

20 190. Streetspace is informed and believes and based thereon alleges that Jumtap
21 directly infringes one or more claims of the ‘969 patent either literally or under the doctrine of
22 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system
23 and/or method that employs a terminal, a database, and a program as recited in one or more
24 claims of the ‘969 patent.

25 191. Streetspace is informed and believes and based thereon alleges that Jumtap uses
26 terminals to test and develop its mobile advertising network.

27 192. Streetspace is informed and believes and based thereon alleges that Jumtap
28 claims to be “the leader in targeted mobile advertising.” *See, e.g.,* www.jumtap.com.

1 193. Streetspace is informed and believes and based thereon alleges that Jumtap
2 maintains databases in the United States and abroad that store and retain consumer data obtained
3 from consumers located inside and outside the United States. The consumer data that Jumtap
4 retains in its databases includes, among other things, Internet behavior of consumers; locations of
5 consumers and/or consumers' terminals; personal information such as income and gender;
6 responses to advertising; login and logoff times; IP addresses, visited web sites, pages, and apps;
7 unique cookie IDs; browser types; and terminal types.

8 194. Streetspace is informed and believes and based thereon alleges that Jumtap
9 utilizes server software and/or tracking cookies located on consumer terminals in order to identify
10 consumers and target ads.

11 **Jumtap's Indirect Infringement**

12 195. Streetspace is informed and believes and based thereon alleges that Jumtap is
13 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of
14 the '969 patent.

15 196. Jumtap has had actual knowledge of the '969 patent since at least August 23,
16 2010.

17 197. Streetspace is informed and believes and based thereon alleges that the '969 patent
18 has been and currently is directly infringed in the United States and abroad by, without limitation,
19 (1) consumers receiving targeted advertisements from Jumtap, (2) advertisers employing
20 Jumtap's systems and methodologies for delivering and displaying targeted advertisements, and
21 (3) web site or app developers utilizing Jumtap's targeted advertisements. Jumtap has
22 knowledge of and induces that infringement by intentionally encouraging and/or aiding
23 consumers, advertisers, and app developers to use terminals, Jumtap's databases comprising
24 consumer data, and Jumtap's software (i.e., programs) for the display of targeted advertisements.
25 Jumtap intentionally designs, manufactures, markets, promotes, sells, services, supports,
26 provides software developer kits and online help, and educates consumers, advertisers, and app
27 developers on its software, and systems and methodologies for delivering and displaying targeted
28 advertisements. Jumtap has known or should have known that these actions would cause direct

1 infringement of the '969 patent and did so with specific intent to encourage and aid direct
2 infringement.

3 198. Streetspace is informed and believes and based thereon alleges that consumers,
4 advertisers, and app developers put Jumtap's system for delivering and displaying targeted
5 advertisements into service, i.e., control the system as a whole and obtain benefit from it.

6 199. Streetspace is informed and believes and based thereon alleges that based upon
7 Jumtap's prior knowledge of the '969 patent and other facts to be proved at trial, Jumtap's
8 infringement of the '969 patent has been and is willful.

9 200. As a result of Jumtap's infringement of the '969 patent, Streetspace has suffered
10 and is continuing to suffer damages in an amount to be determined at trial.

11 201. Streetspace has suffered and will continue to suffer irreparable injury for which
12 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is
13 entitled to an injunction against further infringement by Jumtap.

14 202. Jumtap's infringement of the '969 patent is exceptional and entitles Streetspace to
15 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, plaintiff Streetspace prays for judgment in its favor against all Defendants
18 for the following relief:

19 (a) An Order adjudging Defendants to have infringed the '969 patent under 35 U.S.C.
20 § 271;

21 (b) An Order adjudging Defendants to have willfully infringed the '969 patent under
22 35 U.S.C. § 271;

23 (c) A permanent injunction enjoining Defendants, their respective officers, directors,
24 agents, servants, employees and attorneys, parent and subsidiary companies, distributors,
25 affiliates, assignees and successors in interest, and those persons acting in concert or participation
26 with Defendants, from directly or indirectly infringing the '969 patent in violation of 35 U.S.C. §
27 271;

28 (d) That Defendants account for all gains, profits, and advantages derived by their

1 infringement of the '969 patent in violation of the 35 U.S.C. § 271, and that Defendants pay to
2 Streetspace all damages suffered by Streetspace;

3 (e) An Order for a trebling of damages and/or exemplary damages because of
4 Defendants' willful misconduct under 35 U.S.C. § 284;

5 (f) An Order adjudging that this case is an exceptional case;

6 (g) An award to Streetspace of the attorneys' fees and costs incurred by Streetspace in
7 connection with this action under 35 U.S.C. § 285;

8 (h) An award of pre-judgment and post-judgment interest and costs of this action
9 against Defendants; and

10 (i) Such other and/or further relief that this Court deems just and proper.

11 Dated: February 25, 2011

SAN DIEGO IP LAW GROUP LLP

12
13 By: /s/Trevor Coddington

14 DOUGLAS E. OLSON
15 JAMES V. FAZIO, III
16 TREVOR Q. CODDINGTON, PH.D.

17 Attorneys for Plaintiff
18 STREETSSPACE, INC.
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff Streetspace hereby demands a trial by jury of all issues so triable.

Dated: February 25, 2011

SAN DIEGO IP LAW GROUP LLP

By: /s/Trevor Coddington

DOUGLAS E. OLSON
JAMES V. FAZIO, III
TREVOR Q. CODDINGTON, PH.D.

Attorneys for Plaintiff
STREETSPACE, INC.

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, certify and declare that I am over the age of 18 years old, employed in
3 the County of San Diego, State of California, and am not a party to the above-entitled action.

4 On February 25, 2011, I filed a copy of the following document:

5 **FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

6 by electronically filing with the Clerk of the Court using the CM/ECF system, which will send
7 notification of such filing to the following email addresses:

8 **John S. Kyle**

Cooley LLP

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David Heskel Ben-Meir
Alston & Bird LLP
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I hereby certify and declare, under the penalty of perjury, under the laws of the United States and of the State of California, that the foregoing is true and correct.

Executed on this 25th day of February 2011, at San Diego, California.

By: /s/ Trevor Coddington
Trevor Coddington