

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[See signature page for counsel]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

GOOGLE INC., AOL LLC, YAHOO! INC., IAC
SEARCH & MEDIA, INC., and LYCOS, INC.

Plaintiffs,

v.

L. DANIEL EGGER, SOFTWARE RIGHTS
ARCHIVE, LLC, and SITE TECHNOLOGIES,
INC.

Defendants.

Case No. _____

**COMPLAINT FOR DECLARATORY
RELIEF**

DEMAND FOR JURY TRIAL

1 **COMPLAINT AND JURY TRIAL DEMAND**

2 Plaintiffs Google Inc. (“Google”), AOL LLC (“AOL”), Yahoo! Inc. (“Yahoo!”), IAC
3 Search & Media, Inc. (“IACSAM”), and Lycos, Inc. (“Lycos”) (collectively, “Plaintiffs”) hereby
4 demand a jury trial and allege as follows for their complaint against L. Daniel Egger (“Egger”),
5 Software Rights Archive, LLC (“SRA”), and Site Technologies, Inc. (“Site Technologies”). All
6 facts herein are alleged on information and belief except those facts concerning the activities of
7 Google, AOL, Yahoo!, IACSAM, and Lycos.

8 **NOTICE OF PENDENCY OF OTHER ACTION OR PROCEEDING**

9 1. Defendant SRA filed a lawsuit against Plaintiffs Google, AOL, Yahoo!, IACSAM,
10 and Lycos in the Eastern District of Texas, Marshall Division, in an action styled *Software Rights*
11 *Archive, LLC. v. Google Inc. et al.*, C.A. No. 2:07-cv-511-TJW (“the Eastern District of Texas
12 Action”), alleging infringement of U.S. Patent No. 5,544,352 (“the ’352 patent”) (a true copy
13 being attached as Exhibit A), U.S. Patent No. 5,832,494 (“the ’494 patent”) (a true copy being
14 attached as Exhibit B), and U.S. Patent No. 6,233,571 (“the ’571 patent”) (a true copy being
15 attached as Exhibit C) by Plaintiffs’ activities in California and elsewhere (collectively, the ’352,
16 ’494 and ’571 patents will be referred to as “the Patents-In-Suit.”) A true and correct copy of the
17 complaint in the Eastern District of Texas Action is attached as Exhibit D.¹

18 **PARTIES**

19 2. Plaintiff Google is a Delaware corporation with its principal place of business at
20 1600 Amphitheatre Parkway, Mountain View, California 94043.

21 3. Plaintiff AOL is a limited liability company organized and existing under laws of
22 the state of Delaware with a principal place of business at 22000 AOL Way, Dulles, Virginia,
23 20166-9323.

24 4. Plaintiff Yahoo! is a Delaware corporation with its principal place of business at
25 701 First Avenue, Sunnyvale, California 94089.

26 5. Plaintiff IACSAM is a Delaware Corporation with its principal place of business at
27 555 12th Street, Suite 500, Oakland, California 94607-3699.

1 13. On August 22, 1996, Libertech, Inc. changed its name to Site/Technologies/Inc.
2 Since Libertech, Inc. and Site/Technologies/Inc. are merely different names for the same
3 company, for ease of reference and to avoid confusion, we will continue to refer to Libertech Inc.
4 and Site/Technologies/Inc. as “Libertech” except as where necessary to distinguish between the
5 two names.

6 14. On or around July 11, 1997, Deltapoint, Inc., a California company (“Deltapoint”),
7 purchased all the shares of Libertech, which became a wholly-owned subsidiary of Deltapoint.
8 After the sale, Libertech remained the sole holder of record title to the ’352 patent and the
9 application that would issue as the ’494 and ’571 patents.

10 15. Thereafter Deltapoint (the California company and parent of Libertech) changed its
11 name to Site Technologies, Inc.² Since Deltapoint, Inc. and Site Technologies, Inc. are merely
12 different names for the same company, for ease of reference and to avoid confusion, we will
13 continue to refer to Deltapoint, Inc. and Site Technologies, Inc. as “Deltapoint” except as where
14 necessary to distinguish between the two names.

15 16. On or around September 16, 1998, Defendant Egger negotiated with Deltapoint to
16 obtain technology pertaining to a product called “V-Search.” Defendant Egger and Deltapoint
17 purportedly entered into a Bill of Sale, Assignment and License Agreement (“1998 Assignment”)
18 (Exhibit E) pursuant to which Defendant Egger would pay \$100,000 to obtain software, software
19 copyrights, software licenses, trademarks, certain physical property, and rights to the ’352 patent
20 and certain related patent applications.

21 17. Publicly available documents, however, indicate that Defendant Egger did not pay
22 the full purchase price set forth in the Bill of Sale.

23 18. Nevertheless, on information and belief, in an undated assignment (“Undated
24 Assignment”) included with Exhibit E and purportedly attested by Sharon Fugitt, Deltapoint
25 allegedly assigned its interest in the ’352 patent to Defendant Egger. (Exhibit E at pp. 6-7).

26
27
28 _____
² Deltapoint aka “Site Technologies, Inc.” is distinguishable from “Site/Technologies/Inc.” aka
Libertech, the Delaware corporation, by the absence of slashes in its name and the fact that it is a
California corporation and not a Delaware corporation.

1 19. However at the time of the 1998 Assignment, Deltapoint did not have title to the
2 '352 patent, nor to any of the other applications that issued as the '494 and '571 patents, and
3 therefore did not convey legal title to Defendant Egger by way of either the Bill of Sale or the
4 Undated Assignment of Exhibit E.

5 20. Instead, Libertech retained legal title to the '352 patent and the applications that
6 would issue as the '494 and '571 patents.

7 21. After the alleged (but ineffective) assignment of the '352 patent to Defendant Egger
8 by Deltapoint, around February 1999, Deltapoint entered bankruptcy proceedings in the United
9 States Bankruptcy Court for the Northern District of California, San Jose Division. At this time,
10 Libertech (a.k.a. Site/Technologies/Inc.), the Delaware corporation, had a principal place of
11 business at 380 El Pueblo Rd., Scotts Valley, California 95066, which is its last known address.

12 22. On or about March 1, 1999, Libertech's (a.k.a. Site/Technologies/Inc.) Certificate
13 of Incorporation expired. On or about December 15, 2000, Jeffrey Ait, Chief Executive Officer of
14 Deltapoint, filed a Certificate of Renewal and Revival of the Certificate of Incorporation of
15 Libertech (a.k.a. Site/Technologies/Inc.), purporting to revive the defunct corporation. On or
16 around December 21, 2000, Mr. Ait then filed a Certificate of Ownership and Merger with the
17 Delaware Secretary of State which stated that Libertech (a.k.a. Site/Technologies/Inc.) was being
18 merged into Deltapoint, with Deltapoint (a.k.a. Site Technologies, Inc.), the California
19 corporation, as the surviving entity. (Exhibit F).

20 23. Nonetheless, after and despite these events, on February 11, 2005 Defendant Egger,
21 the controlling member of Defendant SRA, purporting to be the president of the defunct and/or
22 nonexistent Libertech (Site/Technologies/Inc.), executed an assignment purporting to transfer title
23 in the '352 and '494 patents to himself, which was recorded with the USPTO. A copy of the
24 document is attached as Exhibit G (hereinafter "the 2005 Assignment"). Consistent with the
25 failure of the 1998 Assignment to transfer title to Defendant Egger, the 2005 Assignment states
26 that, as of February 11, 2005, Site/Technologies/Inc. (formerly Libertech) was "the owner of the
27 patent(s) identified on Schedule A" namely the '352 and '494 patents and that it "covenants and
28

1 agrees that it has full right to convey the entire interest herein assigned” which was stated as “the
2 entire right, title, and interest in and to the Patents.”

3 24. The 2005 Assignment is the sole alleged assignment recorded with the USPTO that
4 purports to transfer the title held by Site/Technologies/Inc. (formerly Libertech) in the ’352 and
5 ’494 patents. However, as noted above, at the time of the 2005 Assignment,
6 Site/Technologies/Inc. (formerly Libertech) was a defunct and/or nonexistent company. Therefore,
7 Site/Technologies/Inc. (formerly Libertech) did not and could not convey title to Defendant Egger
8 by way of the 2005 Assignment.

9 25. Moreover, Defendant Egger lacked authority to transfer the ’352 and ’494 patents
10 to himself on February 11, 2005.

11 26. Eleven (11) days after the alleged assignment of the ’352 and ’494 patents by
12 Defendant Egger as an alleged officer of a defunct and/or nonexistent company, on February 22,
13 2005, Defendant Egger assigned the rights that he purportedly acquired by virtue of the 2005
14 Assignment to Defendant SRA.

15 27. On November 21, 2007, Defendant SRA filed its complaint in the Eastern District
16 of Texas Action against Plaintiffs and alleged infringement of the ’352, ’494, and ’571 patents.
17 As demonstrated above, Defendant SRA had no standing to bring such a complaint against
18 Plaintiffs, and the Court in the Eastern District of Texas has no jurisdiction over that action and
19 the action should be dismissed for lack of standing.

20 **JURISDICTION AND VENUE**

21 28. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-27.

22 29. This action arises under the patent laws of the United States, Title 35 of the United
23 States Code, with a specific remedy sought based upon the laws authorizing actions for
24 declaratory judgment in the courts of the United States, 28 U.S.C. §§ 2201 and 2002. This Court
25 has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

26 30. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400
27 because Defendant Site Technologies, Inc. resides in this district, because a substantial part of the
28 events, acts, and/or omissions giving rise to the claims against Defendants occurred in this district,

1 including the bankruptcy of Defendant Site Technologies, Inc., and the alleged infringing
2 instrumentalities were developed and/or operate in this district.

3 31. The Court has personal jurisdiction over Defendant Egger and Defendant SRA
4 because Defendant Egger has engaged in business in California, among other things, by
5 purposefully reaching into California to attempt to acquire the Patents-in-Suit from Deltapoint
6 (a.k.a. Site Technologies, Inc.), a California corporation. Further, in 1996 Defendant Egger made
7 purposeful contacts with this district to arrange the sale of Libertech, Inc. to Deltapoint Inc., a
8 California corporation, knowing that Deltapoint, Inc. was a California corporation and did
9 business principally in California. Further still, on February 11, 2005, Defendant Egger, in
10 concert with and for the benefit of Defendant SRA, held himself out to be an officer of the defunct
11 and/or nonexistent Site/Technologies/Inc. (a.k.a. Libertech), and executed the 2005 Assignment in
12 which he purported to dispose of the property which, on information and belief, is held in
13 California by a California company. Defendant Egger, through the instrumentality of Defendant
14 SRA, has also sued Google, Yahoo!, and IACSAM – all California companies – for alleged patent
15 infringement, purporting to hold legal title to the Patents-In-Suit, which are held in California by a
16 California company. By these and other actions, Defendants Egger and SRA have caused damage
17 to California and persons, including Plaintiffs Google, Yahoo!, and IACSAM in California.

18 32. Around September 2004, Defendant Egger established Software Rights Archive,
19 Inc., the entity now known as Software Rights Archive, LLC (Defendant SRA). As of at least
20 around February 2005, Defendant SRA had no substantial business activities except to purportedly
21 hold the Patents-in-Suit.

22 33. As of November 21, 2007, Defendant SRA's sole business activity has been to
23 prosecute an action against Plaintiffs for alleged infringement of the Patents-in-Suit. Defendant
24 Egger remains the controlling member of Defendant SRA and is using Defendant SRA as a shell
25 entity to prosecute the Eastern District of Texas Action against Plaintiffs.

26 34. In the Eastern District of Texas Action, Defendant SRA's claims are premised on
27 the alleged title that it purportedly obtained by and through the acts of Defendant Egger within this
28 district, including Defendant Egger's transactions and attempted transactions with Deltapoint, a

1 California company, and his impersonation of an officer of Site/Technologies/Inc. (a.k.a.
2 Libertech), which at relevant times was either a wholly owned subsidiary of a California company
3 and/or was merged into a California company. As such, Defendant SRA is the successor-in-
4 interest to Defendant Egger's contacts with California.

5 35. The Court further has personal jurisdiction over Defendant SRA because Defendant
6 SRA has purposefully made contacts with the Northern District of California by engaging in a
7 business based solely on purporting to hold and assert the Patents-in-Suit, which, upon
8 information and belief, are personal property located in California and owned by a California
9 corporation. In addition, Defendant SRA is the alter ego and agent of Defendant Egger, as well as
10 a joint venturer with Defendant Egger in bringing and maintaining the Eastern District of Texas
11 Action. By these and other actions, Defendant SRA has also caused damage to California and
12 persons, including Plaintiffs Google, Yahoo!, and IACSAM in California.

13 36. The Court has personal jurisdiction over Defendant Site Technologies, Inc. by
14 virtue of its organization under the laws of California as a California company with an address and
15 agent for service of process in Pacific Grove, California.

16 37. Defendant SRA brought the Eastern District of Texas action against Plaintiffs
17 alleging that it owned legal title to the Patents-In-Suit, legal title it claims to have obtained from
18 Defendant Egger in 2005, who claims to have acquired the rights from Defendant Site
19 Technologies, Inc. (a.k.a. Deltapoint) in 1998 and the nonexistent and/or defunct (at the time)
20 Site/Technologies/Inc. (a.k.a. Libertech) in 2005. Defendant SRA, by and through its controlling
21 member Defendant Egger, has alleged infringement of the Patents-In-Suit by Plaintiffs and their
22 customers. Defendant SRA, by and through its controlling member Defendant Egger, further has
23 denied Plaintiffs' counterclaims of noninfringement and invalidity of the Patents-In-Suit in the
24 Eastern District of Texas Action. Thus, an actual, substantial, and continuing justiciable
25 controversy exists between Plaintiffs and Defendants SRA, Egger, and Site Technologies, Inc.
26 over the alleged infringement and validity of the Patents-In-Suit and their ownership.

27 38. Upon information and belief, Defendant Site Technologies, Inc. (a.k.a. Deltapoint)
28 obtained and still holds legal title to the Patents-In-Suit. Thus, an actual, substantial, and

1 continuing justiciable controversy exists between Plaintiffs and Defendant Site Technologies, Inc.,
2 Defendant SRA, and Defendant Egger as to the validity, enforceability, alleged infringement, and
3 ownership of the Patents-In-Suit.

4 **FIRST CLAIM FOR RELIEF**
5 **(Declaratory Judgment of Non-Infringement of**
6 **U.S. Patent Nos. 5,544,352; 5,832,494; and 6,233,571)**

7 39. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-38.

8 40. There exists an actual and justiciable controversy regarding the infringement of the
9 '352, '494, and '571 patents between Plaintiffs and Defendants. Accordingly, Plaintiffs request a
10 judicial determination of their rights, duties, and obligations with regard to the '352, '494, and
11 '571 patents.

12 41. Plaintiffs Google, AOL, Yahoo!, IACSAM, and Lycos have not infringed and do
13 not infringe any valid and enforceable claim of the '352, '494, and '571 patents.

14 42. A judicial declaration of non-infringement is necessary and appropriate so that
15 Plaintiffs may ascertain their rights regarding the '352, '494, and '571 patents.

16 **SECOND CLAIM FOR RELIEF**
17 **(Declaratory Judgment of Invalidity of**
18 **U.S. Patent Nos. 5,544,352; 5,832,494; and 6,233,571)**

19 43. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-42.

20 44. There exists an actual and justiciable controversy regarding the validity of the '352,
21 '494, and '571 patents between Plaintiffs and Defendants. Accordingly, Plaintiffs request a
22 judicial determination of their rights, duties, and obligations with regard to the '352, '494, and
23 '571 patents.

24 45. The claims of the '352, '494, and '571 patents are invalid for failure to meet the
25 conditions of patentability and/or otherwise comply with one or more of 35 U.S.C. §§ 100 et seq.,
26 including 35 U.S.C. §§ 101, 102, 103, and 112.

27 46. A judicial declaration of invalidity is necessary and appropriate so that Plaintiffs
28 may ascertain their rights regarding the '352, '494, and '571 patents.

THIRD CLAIM FOR RELIEF
**(Declaratory Judgment of Lack of Ownership of
U.S. Patent Nos. 5,544,352; 5,832,494; and 6,233,571)**

47. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-46.

48. There exists an actual and justiciable controversy regarding the legal title of the '352, '494, and '571 patents between Plaintiffs and Defendants.

49. Defendant SRA does not have legal title to the '352, '494, and '571 patents but has brought a lawsuit against Plaintiffs maintaining that it does.

50. Upon information and belief, Site/Technologies/Inc. (a.k.a. Libertech) retained all legal title and interest in the '352, '494, and '571 patents until December 21, 2000 when Site/Technologies/Inc. merged with and into Site Technologies, Inc. (a.k.a. Deltapoint). Thereafter, upon information and belief, Site Technologies, Inc. retained all title and interest in the '352, '494, and '571 patents.

51. There exists no written assignment from any record legal title holder of the '352, '494, and '571 patents to Defendant Egger.

52. In February 2005, prior to assigning his alleged rights to Defendant SRA, Defendant Egger knew that he had not acquired legal title to the '352, '494, and '571 patents by way of the 2005 Assignment.

53. Defendant Egger knowingly executed the document shown in Exhibit G with the purpose of creating a document to link the chain of legal title between Site/Technologies/Inc. and himself. At the time he executed the 2005 Assignment, Defendant Egger knew that (i) Site Technologies, Inc. had been the sole shareholder of Site/Technologies/Inc., (ii) he was not a shareholder in Site/Technologies/Inc., (iii) he was not President of Site/Technologies/Inc., (iv) he had no authority to act as President of Site/Technologies/Inc., and (v) Site/Technologies/Inc. was defunct and/or did not exist.

54. At least because of Defendant Egger's role as the controlling member of Defendant SRA, Defendant SRA also knew that the 2005 Assignment was null and void and that Defendant Egger did not acquire legal title to the '352, '494, and '571 patents prior to or with the execution

1 of the 2005 Assignment, and thus that Defendant SRA did not obtain title to the '352, '494, and
2 '571 patents.

3 55. Despite this knowledge, Defendant SRA asserted the '352, '494, and '571 patents
4 against Plaintiffs in bad faith by bringing the Eastern District of Texas Action, with the intention
5 of attempting to force Plaintiffs to pay substantial sums in settlement of its claims or be faced with
6 substantial legal expenses defending against Defendant SRA's baseless lawsuit.

7 56. Accordingly, Plaintiffs request a judicial determination that Defendants SRA and
8 Egger lack ownership in the '352, '494, and '571 patents and have no right to enforce them. Such
9 a determination is necessary and appropriate so that Plaintiffs may ascertain their rights regarding
10 the Patents-in-Suit.

11 **FOURTH CLAIM FOR RELIEF**
12 **(Declaratory Judgment of Expiration of**
13 **U.S. Patent No. 5,832,494)**

13 57. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-56.

14 58. On information and belief, the '494 Patent had expired because second (7½ year)
15 maintenance fees for the '494 patent became due on or about May 3, 2006 and the patentee did not
16 pay the maintenance fee before the close of the grace period on November 4, 2006.

17 59. However, on information, on January 22, 2007, Defendant SRA petitioned to the
18 USPTO to accept an "unintentionally delayed payment of maintenance fee in an expired patent."
19 In the petition, Defendant SRA represented to the USPTO that it was the patentee by submitting
20 the 2005 Assignment to the USPTO. Defendant SRA necessarily relied upon the 2005
21 Assignment to establish a chain of title to '494 patent since the 2005 Assignment was the only
22 document purporting to transfer title from Site/Technologies/Inc. (a.k.a. Libertech) to Defendant
23 Egger.

24 60. Despite its knowledge, Defendant SRA did not disclose to the USPTO that
25 Defendant Egger was not authorized to execute the 2005 Assignment and that
26 Site/Technologies/Inc. did not even exist at the time of the purported assignment. The Petition to
27 the USPTO included a payment of the maintenance fee by Defendant SRA. This payment was not
28 made on behalf of the actual title holder to the '494 patent, nor was it authorized by such title

1 holder. The '494 patent thus expired for failure of the patentee to timely pay the second
2 maintenance fees for the '494 patent.

3 61. Accordingly, Plaintiffs request a judicial determination that the '494 patent has
4 expired. A judicial declaration is necessary and appropriate so that Plaintiffs may ascertain their
5 rights and duties with respect to the Patents-in-Suit.

6 **FIFTH CLAIM FOR RELIEF**
7 **(Laches)**

8 62. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-61.

9 63. There exists an actual and justiciable controversy regarding whether the claims of
10 the '352, '494, and '571 patents are unenforceable due to laches.

11 64. Defendants' enforcement of the '352, '494, and '571 patents is barred by the
12 equitable doctrine of laches.

13 65. On information and belief, Defendants have for many years been aware of certain
14 of Plaintiffs' products and have believed that those products allegedly infringe the '352, '494, and
15 '571 patents. Defendants' delay in attempting to enforce their alleged rights in the Patents-in-Suit
16 against Plaintiffs is unreasonable and inexcusable and has materially prejudiced Plaintiffs. Equity
17 requires that Defendants' ability to enforce the '352, '494, and '571 patents be limited or barred.

18 66. Accordingly, Plaintiffs request a judicial declaration that Defendants are barred
19 from enforcing the '352, '494, and '571 patents under the doctrine of laches. Such a declaration is
20 necessary and appropriate so that Plaintiffs may ascertain their rights and duties with respect to
21 Patents-in-Suit.

22 **SIXTH CLAIM FOR RELIEF**
23 **(Declaratory Judgment of Unenforceability of**
24 **U.S. Patent No. 5,832,494 by Defendants Egger and SRA)**

25 67. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-66.

26 68. Every person has a duty of candor when transacting with the USPTO. As detailed
27 above, including at paragraphs 50-54 and 58-60, on information and belief, Defendants SRA and
28 Egger knew that the 2005 Assignment was null and void as an assignment.

69. Nonetheless, on information and belief, Defendants SRA and Egger submitted the
2005 Assignment on more than one occasion to the USPTO with deceptive intent and in violation

1 of their duty of candor, and thereby misrepresented to the USPTO the extent of their rights to the
2 '494 patent. Such conduct renders the '494 patent unenforceable, at least by Defendants SRA and
3 Egger.

4 70. Accordingly, Plaintiffs request a judicial declaration declaring such
5 unenforceability. A judicial declaration is necessary and appropriate so that Plaintiffs may
6 ascertain their rights and duties with respect to the '494 patent.

7 **SEVENTH CLAIM FOR RELIEF**
8 **(Declaratory Judgment That Unclean Hands Bars**
9 **Defendants Egger and SRA from Enforcing**
10 **U.S. Patent Nos. 5,544,352; 5,832,494; and 6,233,571)**

11 71. Plaintiffs restate and incorporate by reference the allegations in paragraphs 1-70.

12 72. There exists an actual and justiciable controversy over whether the doctrine of
13 unclean hands bars the enforcement of the '352, '494, and '571 patents.

14 73. As alleged in paragraphs 49-56 and 68-70 above, Defendants SRA and Egger
15 engaged in misconduct in attempting to enforce their alleged rights to the '352, '494, and '571
16 patents in bad faith. As a result, Defendants' ability to enforce any rights in these patents are
17 barred by the doctrine of unclean hands. A judicial declaration is necessary and appropriate so
18 that Plaintiffs may ascertain their rights and duties with respect to the Patents-in-Suit.

19 **DEMAND FOR JURY TRIAL**

20 74. Pursuant to Local Rule 3-6 and Fed. R. Civ. P. 38, Plaintiffs demand a trial by jury
21 on all issues so triable in this action.
22
23
24
25
26
27
28

1
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for a declaration from this Court and judgment against
4 Defendants as follows:

- 5 1. That Plaintiffs do not infringe any of the claims of the '352, '494, or '571 patents;
- 6 2. That each and every claim of the '352, '494, and '571 patents is invalid;
- 7 3. That the '494 patent is unenforceable;
- 8 4. That Defendant SRA does not have rights to enforce the '352, '494, or '571 patents
9 because it does not own them;
- 10 5. That Defendant Egger does not have rights to enforce the '352, '494, or '571
11 patents because he does not own them;
- 12 6. That Defendants SRA and Egger do not have rights to enforce the '352, '494, and
13 '571 patents due to their own unclean hands;
- 14 7. That Defendants are barred from enforcing the '352, '494, and '571 patents due to
15 laches;
- 16 8. That Defendants be enjoined from bringing any action to enforce the '352, '494,
17 and '571 patents against Plaintiffs;
- 18 9. That Defendants SRA and Egger be enjoined from corresponding with the United
19 States Patent and Trademark in connection with the '352, '494, and '571 patents and any patent
20 application claiming priority to any such patents.
- 21 10. That the '494 patent has expired for failure of the patentee to timely pay
22 maintenance fees;
- 23 11. That this is an exceptional case with the meaning of 35 U.S.C. § 285, entitling
24 Plaintiffs to an award of reasonable attorneys' fees, expenses, and costs in this action; and
- 25 12. For such other and further relief as this Court deems just, reasonable, and proper.
- 26
- 27
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 1, 2008

Respectfully submitted,

By: _____
Juanita R. Brooks (CA Bar No. 75934)
Jason W. Wolff (CA Bar No. 215819)
Jerry T. Yen (CA Bar No. 247988)
FISH & RICHARDSON P.C.
12390 El Camino Real
San Diego, CA 92130
Telephone: 858-678-5070
Facsimile: 858-678-5099
Email: wolff@fr.com
Email: yen@fr.com
Attorneys for Plaintiffs GOOGLE INC. and AOL
LLC

By: _____
Michael A. Jacobs (CA Bar No. 111664)
Richard S.J. Hung (CA Bar No. 197425)
MORRISON & FOERSTER
425 Market Street
San Francisco, CA 94105
Telephone: 415-268-7000
Facsimile: 415-268-7522
Email: mjacobs@mofo.com
Email: rhung@mofo.com
Attorneys for Plaintiff YAHOO! INC.

By: _____
Claude M. Stern (CA Bar No. 96737)
Jennifer A. Kash (CA Bar No. 203679)
QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP
555 Twin Dolphin Drive, Suite 560
Redwood Shores, CA 94065
Telephone: (650) 801-5000
Facsimile: (650) 801-5100
Email: claudestern@quinnemanuel.com
Email: jenniferkash@quinnemanuel.com
Attorneys for Plaintiffs IAC SEARCH &
MEDIA, INC. and LYCOS, INC.