

1 **Franz A. Wakefield, Pro Se**
 2 **COOLTvNETWORK.COM™, INC.**
 3 **The ClickVideoShop™ Patent: U.S. 007,162,696 B2.**
 4 17731 North West 14th Court
 5 Miami, Florida 33169
 6 Tel: (305) + 624.3282
 7 FranzWakefield@cooltvnetwork.com

FILED *IFP NP*
 2009 NOV 17 P 2:40 *(4)*
 RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 N.D. CA-SAN JOSE

ADR

8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA.**

10 FRANZ A. WAKEFIELD,

11 Plaintiff,

Case No: **C09 05420 HRL**

COMPLAINT

**FOR TRADE SECRET
 MISAPPROPRIATION, RICO
 COPYRIGHT
 INFRINGEMENT (PURSUANT
 TO ANTICOUNTERFEITING
 CONSUMER PROTECTION
 ACT OF 1996, PUB. L. NO 104 -
 153 § 3, 110 STAT. 1386 AND
 RICO § 1962(d)), INJUNCTIVE
 RELIEF, AND BREACH OF
 AN ORAL CONTRACT MADE
 IN FLORIDA**

12 v.

13 *of her*

22 APPLE INC.,

Defendants,

23 STEVE JOBS,

24 And

25 SARAH JESSICA PARKER

26 *Seal*

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COMPLAINT

Plaintiff, Franz A. Wakefield, ("WAKEFIELD"), *Pro Se* for this Complaint, alleges as follows:

PARTIES

PLAINTIFF

1. Plaintiff, Franz A. Wakefield [trade secret and copyright owner] is now, and at all times mentioned in this complaint; a citizen of the United States, born on the date of August 31, 1974, and residing at 17731 North West 14th Court Miami-Dade, County Florida 33169.

DEFENDANTS

2. Defendant, Sarah Jessica Parker, "SJP," [individual trade secret appropriator, racketeer, and copyright infringer] is now, and at all times mentioned in this complaint an Entertainer who is represented by Ira Shreck, Esq. of Shreck Rose Dapello Adams & Hurwitz LLP located 1790 Broadway 20th Floor in New York, New York 10019.

3. Defendant, Steve Jobs [individual trade secret appropriator, racketeer, and copyright infringer] is now, and at all times mentioned in this complaint, the CEO and Co-Founder of Apple Inc. employed at 1 Infinite Loop in Cupertino, California 95014.

4. Defendant, Apple Inc. [electronic merchandise and software development

1 corporation, trade secret appropriator, racketeer, and copyright infringer] is now, and at all
2 times mentioned in this complaint a corporation which conducts its principal place of
3 business at 1 Infinite Loop located at Cupertino, California 95014.
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5 6 JURISDICTION AND VENUE

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8 5. The jurisdiction of this court is invoked pursuant to 28 U.S.C. § 1331, 28 U.S.C. §
9 1332, The California Uniform Trade Secret Act §§ 3426 – 3426.11, the Federal Copyright
10 Act of 1976, as amended, 17 U.S.C. §§ 101 et seq (*where jurisdiction is conferred*
11 *pursuant to Sections 1338(a) and 1338(b) of the Judicial Code (28 U.S.C. §§ 1338 (a),*
12 *1338(b); where the venue is under Sections 1391(c) and 1400(a) of Judicial Code (28*
13 *U.S.C. §§ 1391(c), 1400(a))*). This court also has jurisdiction pursuant to violations of 18
14 U.S.C. § 1962(d) and to the Anti-Counterfeiting Consumer Protection Act of 1996, Pub.
15 L. No 104-153 § 3, 110 Stat. 1386 of the Racketeer Influenced and Corrupt Organizations
16 Act (*RICO*).
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21 FACTS

22 INTRODUCTION

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24 In August of 1989, Plaintiff, “WAKEFIELD” won The Congressional Art Award,
25 after placing first in the 17th Congressional District Arts Competition which Congressman
26 William Lehman sponsored. “WAKEFIELD’S” artwork was displayed for one year in a
27 corridor of the U.S. Capitol. A special reception honoring “WAKEFIELD” was held on
28

1 Capitol Hill where he was honored by Congressman William Lehman, entertainment film
2 stars Robert Downey, Jr. and Sarah Jessica Parker.

3
4 During the time where "WAKEFIELD" interacted with Congressman William
5 Lehman, as a part of the ceremony and award, "WAKEFIELD" confided in him and
6 asked Congressman Lehman to write a letter to The Washington and North Miami Field
7 Offices of the FBI notifying them that "WAKEFIELD" would be calling to disclose his
8 trade secrets to the FBI, some of which "WAKEFIELD" believed constituted National
9 Security issues. These trade secrets included the portable digital media device iPod™, the
10 music/media management software application process iTunes™ (*iTunes™ Store*), and
11 what "WAKEFIELD" referred to as iPhone™ (*a Smart Mobile Phone, with a Smart*
12 *Screen™ Interface*), iBOONKA!™ a cartoon character used as a mobile Smart Toy, The
13 *ClickVideoShop™* software application process which utilizes various media, including
14 video, and Multifunctional Hotspots™. Other trade secrets were contained in
15 "WAKEFIELD'S" sketch book and documented by "WAKEFIELD" in his visual art
16 pieces. "WAKEFIELD" also requested that the Congressman "invest" in him and provide
17 him with oversized canvases, a professional sketch book, supplies, & shatter
18 proof/waterproof framing, so that he could create large visual art and a detailed sketch
19 book of the various trade secrets that he created. He also requested that the FBI seize the
20 art (*the oversized art and the sketch book*) that he created at New World School of the
21 Arts during 1990 – 1991, that portrayed these trade secrets and requested that the
22 discussion and information be maintained in the highest confidence because of the
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1 National Security ramifications that concerned "WAKEFIELD." Congressman Lehman
2 agreed to "WAKEFIELD'S" requests and during the period 1989 – 1990 had his assistant,
3
4 Mrs. Tonya Martin (*who later married and took the name Mrs. Tonya Martin-Pekel*)
5 create the letter which contained the names, a brief description of "WAKEFIELD'S" trade
6 secrets, notice of "WAKEFIELD'S" intention of contacting the agency, and instruction to
7
8 seize the art which contained the visual representations of "WAKEFIELD'S" trade secrets
9 that would be created by "WAKEFIELD."

10 "WAKEFIELD" created the oversized art and sketch book of his trade secrets
11 during 1990 – 1991 at New World School of the Arts located at 25 North East 2nd Street in
12 Miami, Florida and persons during this same time period, representing themselves as FBI
13 agents seized "WAKEFIELD'S" art and sketch book from the school.
14

15 "WAKEFIELD" made telephonic and personal contact with various Field Offices
16 of The FBI to document, and report his trade secrets, business intentions, planned
17 alliances/strategies to commercialize, and the theft of his intellectual rights during the
18 following years: 1990, 1991, 1993, 1999, 2000, 2002, and other years to date.
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20

21 During the ceremony in 1989 and years after "WAKEFIELD" developed a
22 friendship with Defendant Entertainer Sarah Jessica Parker "SJP" and was graced with her
23 appearance at New World School of the Arts, Norland Senior High School, The
24 University of Florida, in Miami, and on "WAKEFIELD'S" internships/co-ops while he
25 attended college.
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27

28 "WAKEFIELD" over the course of several years made a trade secret deal with

1 "SJP" to commercialize his trade secrets iPod™ (*including all models...classic, nano,*
2 *mini, shuffle, video, touch, and photo*), iTunes™ (*iTunes™ Store*), the iPhone™, and
3
4 other products and brands that "WAKEFIELD" created. In the agreement made with
5 "SJP" "WAKEFIELD" was to be paid 2% of the gross revenues (*Past and Future*)
6 generated by ALL of the iPod™, iTunes™ (*iTunes™ Store*), and iPhone™ products and
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8 their constituent services and applications, including accessories sold by Apple Inc., or
9 sold by authorized third parties through license. In the agreement made with "SJP,"
10 "WAKEFIELD" was to be paid for past sales of iPOD™, iTunes™, and the accessories
11 including the iPhone™ after the release of the first iPhone™ product line.
12

13 On October 27, 2006, by email, Ira Schreck, Esq. in care of "SJP" wrote that Ms.
14 Parker has no recollection of the agreement or matters concerning iPod™ and
15 "WAKEFIELD'S" trade secrets. The Defendants were put on formal Notice by
16 "WAKEFIELD" of the theft of his intellectual rights on October 19, 2009, by Express
17 Mail.
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21 6. Plaintiff, "WAKEFIELD," an individual inventor, innovator, and the iPod™,
22 iTunes™ (*iTunes™ Store*), and iPhone™ trade secrets owner, brings this action to enjoin
23 Defendants from the continued misappropriation of his trade secrets being
24 commercialized in the open market through the design, development, manufacture,
25 marketing, and sale of the iPod™, iTunes™ (*iTunes™ Store*), and iPhone™ product lines.
26
27 "WAKEFIELD" is informed and believes, and based thereon alleges that Defendants have
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1 disclosed, and continue knowingly and willfully to disclose and misappropriate,
2 proprietary information on their Internet websites, and in their marketing, advertising, and
3 sales campaigns. Thus causing harm to "WAKEFIELD."
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6 7. The named Defendants, continue their unauthorized misappropriation and
7 infringement, which they either obtained by improper means or knew or should have
8 known was obtained by other(s) by improper means; despite the fact of
9 "WAKEFIELD'S" written DEMAND for payment and cease and desist were sent to the
10 Defendants; he has yet to receive payment, communication, or a response to his letters.
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14 8. Defendants' actions by transmitting, manufacturing, & selling "WAKEFIELD'S"
15 trade secrets has threatened the financial stability of the broadcasting, digital media
16 device, and software industries and has undermined The Constitution of the United States,
17 Article I, § 8 which states that:
18

19 "The Congress shall have Power..to Promote the progress of Science and
20 useful Arts, by securing for limited times to Authors and Inventors the ex-
21 clusive right to their respective Writings and Discoveries."
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24 This limited grant is a means by which an important public purpose may be achieved.
25 This purpose is also reinforced by California's Uniform Trade Secret Act. Moreover, if
26 Defendants are not restrained and enjoined and if "WAKEFIELD" is not properly
27 compensated for the misappropriation & commercialization of his trade secrets and
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1 copyrights, it will be a crippling domino effect to the future of technological innovation in
2 the broadcasting, the consumer electronics, and the software industries, and it will be a
3 fatal blow to the independent innovator and entrepreneur in America, the cornerstone of
4 The American Economy and its historical foundations.
5

6 7 8 ALLEGATIONS

9 9. On January 9, 2001, Apple Inc. introduced iTunes™ an ambidextrous management
10 software application created and used to organize, store, playback, access, and transfer
11 music, video, and various media data onto digital media devices from desk-top computers.
12

13 On October 23, 2001, Apple Inc. launched a product with an enticing promise: You can
14 carry an entire music collection in your pocket. It was called the iPod™. On June 29,
15 2007, Apple Inc. released the iPhone™ a mobile smart phone with a signature touch
16 screen interface. “WAKEFIELD’S” trade secret ergonomic designs, techniques and
17 processes were misappropriated and incorporated in the products to create a sleek and
18 “sexy” bundle of digital media devices and software applications that would make it
19 effortless to communicate, carry, manage, access, and use digital information.
20

21 “WAKEFIELD’S” detailed trade secret product specifications and marketing method was
22 communicated by “SJP” to the Defendant Steve Jobs, “Jobs,” and employed in the open
23 market by the Defendant Apple Inc., “Apple.”
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28 10. Before allowing his trade secrets and copyright works to be used by the Defendants,

1 “WAKEFIELD” in confidence documented his trade secrets with the Congressman
2 William Lehman and the Federal Bureau of Investigations. “WAKEFIELD” also
3 requested that The FBI seize his visual art and sketch book which contained the
4 documented secrets and requested that the FBI surveil and record him as he completed the
5 trade secret deals to commercialize the secrets into products with “SJP” and other
6 representatives. “WAKEFIELD” communicated the trade secret deal with the Defendant
7 “SJP,” his trade secrets, which includes the IDENTICAL name brands for iPod™,
8 iTunes™ (*iTunes™ Store*), and the iPhone™, along with drawings and paintings of the
9 IDENTICAL product designs and various models in various views, and provided
10 description of the device products and processes, their method, technique and process of
11 functionality to Congressman William Lehman in 1989, and the FBI in 1990, 1991, 1993,
12 1999, 2000, 2002, and other years to date.

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18 11. As of September 9, 2009, more than 220,000,000 iPods™ have been sold
19 worldwide, making it the best-selling digital audio player series in history. As of the date
20 June 19, 2008, Apple reported that music sales on its iTunes™ Store topped 5 billion
21 songs and that visitors are renting and purchasing more than 50,000 movies each day.
22 Apple sold 6.1 million original iPhone™ units over five quarters. The company sold 3.8
23 million iPhone™ 3G units in the second quarter of fiscal 2009, ending March 2009,
24 totaling 21.4 million iPhones™ sold to date. Sales in Q4 2008 surpassed temporarily those
25 of Rim’s Blackberry sales of 5.2 million units, which made Apple briefly the third largest
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1 mobile phone manufacturer by revenue, after Nokia and Samsung.

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4 12. "WAKEFIELD'S" trade secret ergonomic designs, techniques and processes
5 which was created in as early as 1989 were misappropriated by the Defendants and
6 incorporated into these aforementioned products (the iPod™, iTunes™ (*iTunes™ Store*),
7 and iPhone™ product lines) to create a sleek and "sexy" bundle of digital media devices
8 and software applications that would make it effortless to communicate, carry, manage,
9 access, and use digital information. "WAKEFIELD'S" detailed trade secret product
10 specifications and marketing methods which was created during the time period 1990 –
11 1991 is currently being used illegally by the Defendants in the commercialization of the
12 iPod™, iTunes™ (*iTunes™ Store*), and iPhone™ product lines.
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17 FIRST CAUSE OF ACTION

18 BREACH OF AN ORAL CONTRACT MADE IN FLORIDA
19 (*Statute of limitations: 4 years in Florida for enforcing an Oral Contract*)
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21 13. "WAKEFIELD" repeats and realleges the allegations of paragraphs 1 through 12 of
22 this Complaint and incorporates them herein by reference.
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25 14. During the years 1999 – 2000, Plaintiff Franz A. Wakefield, "WAKEFIELD," and
26 the Defendant Sarah Jessica Parker, "SJP," orally agreed in Gainesville and Miami,
27 Florida as follows:
28

1 a. Plaintiff, "WAKEFIELD," would tender his trade secrets and copyrighted
2 works related to the commercialization of the iPod™, iTunes™ (*iTunes™*
3 *Store*), and the iPhone™ product lines in confidence to "SJP" in drawings and
4 recorded discussions; and allow any of his intellectual property relating to these
5 products already in the possession of "SJP" based on her visits and
6 documentation of "WAKEFIELD" while he completed his art work and
7 performances at New World School of the Arts in Miami, Florida during 1990 –
8 1991 to remain in her custody for the purpose of presenting the products to
9 Steve Jobs, CEO and Cofounder of Apple Inc. to determine if he and the
10 company would be interested in creating a business deal to commercialize the
11 products.
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17 b. Defendant, Sarah Jessica Parker, "SJP," would:

- 18 1. Create a marketing company that would create in confidence a
19 marketing presentation of "WAKEFIELD'S" trade secrets and
20 copyrighted works.
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- 22 2. Attempt to commercialize iPod™, iTunes™ (*iTunes™ Store*),
23 and iPhone™ by approaching Steve Jobs directly for business
24 alliance, contingent on "JOBS" and Apple's, "APPLE'S"
25 acceptance of the requirements set by "WAKEFIELD'S" trade
26 secrets and the agreed payment of "WAKEFIELD" 2% of the gross
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1 revenues generated by ALL of the iPod™, iTunes™ (*iTunes*™
2 *Store*), and iPhone™ product lines, their constituent services and
3 applications, including accessories sold by Apple Inc., or sold by
4 authorized third parties through license.
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6 3. Sell digital songs a la carte utilizing iTunes™ and the iTunes™
7 Store at \$0.99 (which may increase based on statistical studies).
8

9 4. Maintain an interest bearing forensically accounted bank
10 account with “WAKEFIELD’S” funds until the release of the first
11 iPhone™ product line.
12

13 5. Be paid a percentage on top of “WAKEFIELD’S” 2% for
14 brokering the deal which should not exceed 5% in total.
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17 15. “WAKEFIELD” performed said agreement to the extent necessary to require that
18 the Defendant(s) follow “WAKEFIELD’S” trade secret methods, and device for creating
19 the products and payment of “WAKEFIELD.”
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22 16. Defendant “SJP” has breached said agreement by misappropriating, and
23 Disseminating/transmitting “WAKEFIELD’S” trade secrets, copyrights, and intellectual
24 property and by failing to compensate “WAKEFIELD” as agreed.
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1 SECOND CAUSE OF ACTION

2 MISAPPROPRIATION OF TRADE SECRETS

3 (As Governed by the California Uniform Trade Secrets Act §§ 3426 – 3426.11)

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5 17. “WAKEFIELD” repeats and realleges the allegations of paragraphs 1 through 16 of
6 this Complaint and incorporates them herein by reference.
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9 18. “WAKEFIELD” has adopted reasonable measures as described above to maintain
10 the secrecy of his trade secrets relating to the portable digital media device iPod™, the
11 music/media management software application process iTunes™ (*iTunes™ Store*), and
12 what “WAKEFIELD” referred to as iPhone™ (*a Smart Mobile Phone, with a Smart*
13 *Screen™ Interface*), iBOONKA!™ a cartoon character used as a mobile Smart Toy, The
14 *ClickVideoShop™* software application process which utilizes various media, including
15 video, and Multifunctional Hotspots™ and other trade secrets which were contained in
16 “WAKEFIELD’S” sketch book and documented by “WAKEFIELD” in his visual art
17 pieces.
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22 19. The Defendants have invested substantial money in the development, manufacture,
23 marketing, sale, and distribution of the iPod™, iTunes™ (*iTunes™ Store*), and the
24 iPhone™ product lines, which have generated substantial revenues, accolades, and
25 accomplishments in the International Market. “WAKEFIELD’S” trade secrets as
26 embodied in the iPod™, iTunes™ (*iTunes™ Store*), and the iPhone™ product lines
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1 derives substantial independent economic value both actual and potential from not being
2 known and incorporated in other competing products, from not being generally known to,
3 and not being readily ascertainable by proper means by other persons or entities who can
4 obtain economic value from its disclosure or use.
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8 20. "WAKEFIELD'S" trade secrets as embodied in the iPod™, iTunes™ (*iTunes*™
9 *Store*), and the iPhone™ product lines are valuable proprietary property of
10 "WAKEFIELD."
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13 21. Defendants have been put on written Notice, knew, and should have known when
14 they disseminated, transmitted, accepted, designed, marketed, manufactured, and sold
15 iPod™, iTunes™ (*iTunes*™ *Store*), and the iPhone™ without compensating
16 "WAKEFIELD," that it was an unauthorized use of "WAKEFIELD'S" trade secrets,
17 copyrights and other intellectual property.
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21 22. Defendants actions as described herein constitutes the willful misappropriation of
22 "WAKEFIELD'S" trade secrets.
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25 23. As a result of the Defendants' misappropriation of "WAKEFIELD'S" trade secrets,
26 "WAKEFIELD" has suffered and continues to suffer irreparable injury, for which there is
27 no adequate remedy at law.
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1 24. Unless enjoined by the Court, Defendants will continue their misappropriation of
2 “WAKEFIELD’S” trade secrets by the commercialization of iPod™, iTunes™ (*iTunes*™
3 *Store*) and iPhone™ in the International Market.
4

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6 THIRD CAUSE OF ACTION

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8 VIOLATION OF RACKETEER INFLUENCED & CORRUPT ORGANIZATIONS ACT
9 (Pursuant to 18 USC § 1962 (d) & The
10 Anticounterfeiting Consumer Protection Act of 1996)

11 25. “WAKEFIELD” repeats and realleges the allegations of paragraphs 1 through 24 of
12 this Complaint and incorporates them herein by reference.
13

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15 26. Sometime during March of 1996, “WAKEFIELD” completed an original software
16 process, and technique named *ClickVideoShop*™ (1. Copyright Registration: Txu1-269-
17 446), in the year 2000 he completed a 3D Digital character design called “iBOONKA!”™
18 (2. Copyright Registration: Vau 489-900), and in the year 2000 “WAKEFIELD”
19 completed a technique and process for “iBOONKA!”™ the mobile smart toy (3.
20 Copyright Registration: Txu 1-005-910); which was derived from “WAKEFIELD’S”
21 trade secrets that he created in as early as 1989 and was document with Congressman
22 William Lehman. “WAKEFIELD” received a patent (U.S. Patent No: 007,162,696 B2)
23 for the software invention *ClickVideoShop*™ on January 09, 2007. Collectively copyrights
24 1 – 3 comprise the “infringed original copyrighted works.”
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Said “infringed copyrighted works” was the original effort of “WAKEFIELD” and

1 represented the use of his skill, judgment and labor. Immediately after completion of said
2 “infringed copyrighted works” Plaintiff, “WAKEFIELD” fixed the “original copyrighted
3 works” in a tangible medium:
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5 1. On or about April 30, 1996 the ClickVideoShop™ Software was fixed in the
6 form of a tape,
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8 2. In July of 2000 the 3D Digital character design of “iBOONKA!”™ was
9 completed and fixed in the form of a CD and print, and
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11 3. On August 6, 2001, “iBOONKA!”™ the mobile smart toy technique and process
12 was fixed in the form of a floppy disk and print.

13 The fixed copies of said “infringed original copyrighted works,” was made and deposited
14 with the Registrar of Copyrights before such “original copyrighted works” was publicly
15 performed or otherwise published. “WAKEFIELD” has complied with all requirements of
16 the Federal Copyright laws with respect to fixation and publication.
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20 27. Defendants have willfully and criminally infringed “WAKEFIELD’S” copyrights
21 as described by the Racketeer Influenced and Corrupt Organizations Act (RICO) pursuant
22 to 18 USC § 1962(d) & the Anticounterfeiting Consumer Protection Act of 1996, Pub. L.
23 No. 104 – 153 § 3, 110 STAT. 1386; when they misappropriated “WAKEFIELD’S” trade
24 secrets and intellectual property and commercialized the entire iPod™, iTunes™ (*iTunes*
25 *Store*) and iPhone™ product lines.
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1 28. The Defendants knowingly infringed "WAKEFIELD'S" copyrights by
2 manufacturing and placing on the market the iPod™, iTunes™ (*iTunes Store*) and
3 iPhone™ product lines, which contains a substantial portion of "WAKEFIELD'S"
4 copyrighted works, namely the use of Multifunctional Hotspots as described by the
5 *ClickVideoShop*™ copyright without first obtaining a license. See. Exhibits 1 – 6.
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9 PRAYER FOR RELIEF

10 WHEREFORE, "WAKEFIELD" prays for judgment:

11
12 1. That Defendants have willfully misappropriated the trade secrets (*by breaching an*
13 *oral contract made between "WAKEFIELD" and "SJP" in Florida*) of "WAKEFIELD,"
14 and have violated the Racketeer Influenced and Corrupt Organizations Act (*RICO and*
15 *RICO Copyright Infringement*).
16

17
18 2. Entering a temporary restraining order and preliminary and permanent injunctions,
19 enjoining and restraining (*to stop the copying, duplicating, licensing, selling, distributing,*
20 *publishing and otherwise marketing*) Defendants, their officers, directors, principles,
21 agents, servants, employees, attorneys, successors and assigns and all those acting in
22 concert, combination or participation with any of them either directly or indirectly, singly
23 or together, from making any further use or otherwise disclosing or distributing any
24 proprietary and trade secret information, related to "WAKEFIELD'S" trade secrets
25 iPod™, iTunes™ (*iTunes™ Store*) and iPhone™.
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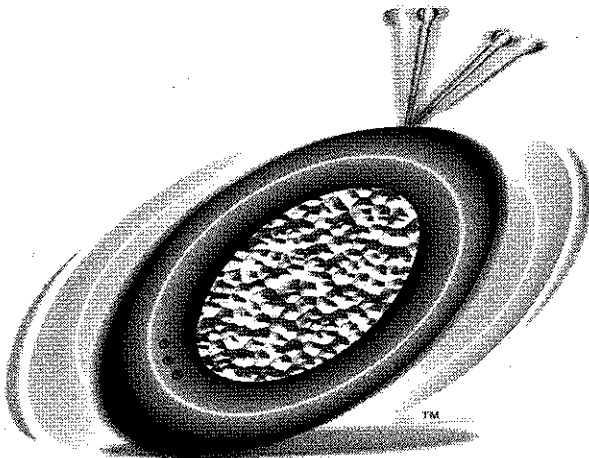
1 3. Awarding to "WAKEFIELD" the costs of this action, reasonable attorneys fees, and
2 such further and other relief as is found just and proper.
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8 **Respectfully submitted,**

9
10 **Dated: November 13, 2009**



11 **Franz A. Wakefield, *Pro Se***
12 **COOLTvNETWORK.COM™, Inc.**
13 **Powered By: *ClickVideoShop*™**
14 **The Software Enabling The Global Economy**
15 **And Its' Just A Click Away!**
16 **The *ClickVideoShop*™ Patent: U.S. 007,162,696 B2.**
17 **17731 North West 14th Court**
18 **Miami, Florida 33169**
19 **Tele: (305) + 206.4832**
20 **franzwakefield@cooltvnetwork.com**



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28 **Attached Exhibits**

1
2 **CERTIFICATE OF SERVICE**

3
4 **CASE NAME:**

5 **FRANZ A. WAKEFIELD, v. APPLE INC., STEVE JOBS, AND SARAH JESSICA PARKER**

6
7
8 **CASE NO:**

9
10
11 I CERTIFY THAT ON NOVEMBER 14th 16, 2009 A COPY OF THE COMPLAINT
12 WAS SERVED, BY EXPRESS U.S. MAIL AND BY FIRST CLASS MAIL ON THE
13 PERSONS/ENTITY LISTED BELOW IN THE SERVICE LIST (Defendants to be
14 served within 120 days from the filing of the Complaint pursuant to Federal Rules of
15 Civil Procedure.

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23 **PRO SE, PLAINTIFF**

1 **PROOF OF SERVICE**

2 I, *Pro Se* **PLAINTIFF**, MR. FRANZ A. WAKEFIELD, AM OVER THE AGE OF 21 AND
3 AM THE PRO SE APPELLANT IN THIS ACTION. MY ADDRESS IS 17731 NORTH WEST 14TH
4 COURT MIAMI, FLORIDA 33169.
5

6
7 ON ^{14th} November 16, 2009, I SERVED IN THE MANNER INDICATED BELOW, THE
8 FOREGOING DOCUMENT(S) DESCRIBED AS:

9 **COMPLAINT**

10
11 ON THE PARTY IN THIS ACTION AND FILING THE SAME WITH THE UNITED STATES
12 DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA BY PLACING A TRUE AND
13 CORRECT COPY THEREOF ENCLOSED IN A SEALED ENVELOPE ADDRESSED AS
14 FOLLOWS:
15

16 **“SEE ATTACHED SERVICE LIST”**

17
18 **(XX) (BY EXPRESS MAIL & FIRST CLASS U.S. MAIL)** I *PRO SE* APPELLANT, CAUSED
19 SUCH ENVELOPE TO BE DEPOSITED WITH THE UNITED STATES POST OFFICE IN MIAMI,
20 FLORIDA, WITH POSTAGE THEREON FULLY PREPAID.
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1 Service List

2 "WAKEFIELD" vs. APPLE INC., STEVE JOBS, & SARAH JESSICA PARKER

3
4 **CASE №:**
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6 **CLERK OF THE COURT**

7 **UNITES STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA**

8 **280 SOUTH 1ST STREET**

9 **SAN JOSE, CALIFORNIA 95113**

10
11 **STEVE JOBS, CEO AND COFOUNDER**

12 **APPLE INC.**

13 **1 INFINITE LOOP**

14 **CUPERTINO, CALIFORNIA 95014**

15 **TELE: 800-275-2273**

16
17 **IRA SHRECK, ESQ.**

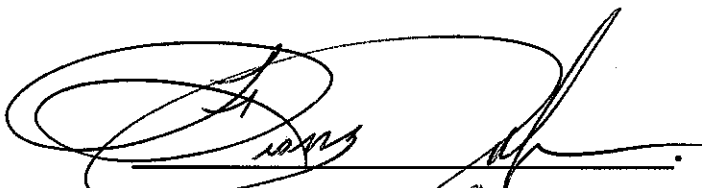
18 **IN CARE OF SARAH JESSICA PARKER**

19 **SHRECK ROSE DAPELLO & ADAMS & HURWITZ LLP**

20 **1790 BROADWAY 20TH FLOOR**

21 **NEW YORK, NEW YORK 10019**

22 **TELE: 212-832-1977**

23
24
25
26 
27 **Franz A. Wakefield, Pro Se**