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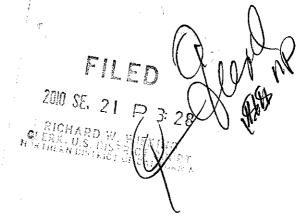
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> Attorneys for Plaintiff Google Inc.



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#### UNITED STATES DISTRICT COURT

#### NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

GOOGLE INC., a Delaware corporation,

Plaintiff,

v.

OMAR JACKMAN, an individual; JOHN DOE "SIMON," an individual; JOHN DOES 2-50, individuals,

Defendants.



This action seeks to stop rogue online pharmaceutical sellers from using plaintiff Google Inc.'s ("Google") AdWords advertising network ("AdWords") for unauthorized purposes, in violation of Google's stated policies and the Terms and Conditions to which the advertisers agreed.

#### I. **PARTIES**

Google is a Delaware corporation with its principal place of business located at 1. 1600 Amphitheatre Parkway, Mountain View, California 94043.

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- 2. Defendant Omar Jackman is an individual who, on information and belief, resides at 950 Rutland Road, Apartment 405, Brooklyn, New York 11212, which is the billing address he supplied to Google when he opened an AdWords account.
- 3. Defendant John Doe "Simon" is an individual who, on information and belief, resides at 123 Church Street, New York, New York 10007, which is the billing address he supplied to Google when he opened an AdWords account.
- 4. Defendants John Does 2-50 are other individuals whose true identities and locations are unknown. Google will amend its complaint to name these individuals as their identities are determined.

#### II. JURISDICTION AND VENUE

- 5. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 because there is complete diversity of citizenship between the parties and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.
- 6. The Court has personal jurisdiction over defendants because the Terms and Conditions governing the contractual relationship between Google and defendants state that each defendant consents to personal jurisdiction in the federal and state courts of Santa Clara County, California.
- 7. Venue is proper in this District under 28 U.S.C. § 1391(a)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in this District, or under *id.* § 1391(a)(3) in that defendants are subject to personal jurisdiction in this District.

### III. FACTS AND BACKGROUND

## A. Google's AdWords Program

8. Google operates AdWords. AdWords is an innovative online advertising service in which advertisers bid on keywords which may trigger the presentation of advertising on the Google search results page. Whether a particular advertisement appears depends on the keyword bids, along with other factors. Because of its volume and scale, AdWords is largely self-service, with advertisers placing bids and submitting proposed ads over the Internet using automated tools.

9. To participate in AdWords, an advertiser must have an AdWords account. An advertiser creates an account online, and through the sign-up process the advertiser agrees to certain Terms and Conditions that govern the account. These Terms and Conditions provide that the advertiser must comply with Google's AdWords policies, and they further provide that the advertiser will not use AdWords to advertise anything illegal or engage in any illegal or fraudulent business practice.

10. In its content policies governing AdWords, Google prohibits the promotion of online pharmacies and prescription drugs except under specific circumstances. Google allows ads targeting the United States to promote online pharmacy websites *only* if the advertised website is verified by the National Association of Boards of Pharmacy's Verified Internet Pharmacy Practice Sites ("VIPPS") program. VIPPS is a third-party verification program with stringent criteria to ensure that the website complies with applicable laws regarding the handling, sale, and shipping of prescription drugs. *See* <a href="https://www.vipps.nabp.net">www.vipps.nabp.net</a>.

# B. Defendants' Unlawful and Unauthorized Efforts to Use AdWords to Promote Prescription Drugs

11. In recent years, the number of advertisers who purport to sell prescription drugs online has grown exponentially. Some advertisers have circumvented Google's policies and practices, Google's third-party certification requirements, and Google's efforts to identify and remove offending ads. The degree of sophistication has increased and these rogue pharmaceutical advertisers continue to attempt to advertise using AdWords, notwithstanding Google's use of VIPPS verification and, prior to its use of VIPPS, other third-party certification services. Rogue advertisers also have defied Google's prohibition on the use of prescription-drug-related keywords by non-approved advertisers. These rogue advertisers continue to find ways around the technological measures Google has put in place to stop them, including tools to flag ads for pharma review and a block on the use of thousands of prescription-drug-related keywords by non-approved advertisers in the AdWords auction.

12. Defendants purport to advertise on behalf of online pharmacies, or website businesses that offer prescription drugs for sale online.

- 13. Defendant Jackman registered the domain name <a href="www.4rx-online.com">www.4rx-online.com</a> and opened an AdWords account that he used to run ads for, among other websites, <a href="www.4rx-online.com">www.4rx-online.com</a>.
- 14. Defendant John Doe "Simon" opened an AdWords account that he used to run ads for <a href="https://www.onlinedrpharmacy.com">www.onlinedrpharmacy.com</a>.
- 15. Defendants John Does 2-50 are other individuals who opened AdWords accounts and used them to run ads for websites that offer prescription drugs for sale online. Google continues to investigate these and other rogue pharmaceutical advertisers.
- 16. Defendants are not verified by VIPPS. Nonetheless, they have attempted to and have used AdWords to advertise prescription drugs for sale to consumers in the United States. To get their ads running, defendants violated Google's policies and circumvented technological measures Google takes to enforce its policies.
  - 17. For example, Jackman ran an ad that stated:

Generic {keyword:Stuff}? You spelled it wrong but we know what you meant. You can buy it here www.4rx-online.com

Jackman's ad used keyword insertion, meaning that when it appeared on a user's screen, the word in the user's search query that triggered the display of Jackman's ad would appear after "Generic" in the top line of the ad or, if the keyword were too long, the word "Stuff" would appear. The keywords Jackman selected to trigger the display of this ad were misspellings of prescription drug terms, such as "sildennafil" instead of Sildenafil. Although Google has created a system to block thousands of prescription-drug-related terms—including misspellings—Jackman and other advertisers, including the Doe defendants, continue to create new misspellings. The combination of possible misspellings of drug terms is virtually limitless. Through the use of generic ad text and misspelled keywords, Jackman was able to evade Google's detection systems and, for a short time, get this ad into the AdWords program.

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1	25. Defendants' breaches have damaged Google in that, among other things, Google			
2	has been forced to take significant steps to implement systems designed to prevent, detect, and			
3	take action against defendants' actions.			
4	V. JURY DEMAND			
5	Pursuant to Federal Rule of Civil Procedure 38(b), Google requests a trial by jury as to al			
6	issues so triable in this action.			
7	VI. PRAYER FOR RELIEF			
8	WHEREFORE, Google prays for the following relief:			
9	Α.	A. For an injunction barring defendants and their agents from advertising or		
10	attempting to advertise the sale of prescription drugs or other pharmaceutical products through			
11	Google's AdWords advertising network, without regard to contact name, address, or email			
12	address and without regard to what URL or website is advertised.			
13	В.	B. For judgment in favor of Google, and against defendants, for damages in such		
14	amounts as may be proven at trial;			
15	C. For judgment against defendants for Google's costs of suit; and			
16	D.	For such other relief as the	Court may deem just and proper.	
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18	DATED: September 2/, 2010		PERKINS COIE LLP	
19			By: Softie Wilson M	
20			By: Bolyw Wilson, Bar No. 148317 BWilson@perkinscoie.com	
21			Attorneys for Plaintiff	
22			Google Inc.	
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