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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

PUBLIC ENGINES, INC., a Delaware
Corporation,

Plaintiff,

vs.

REPORTSEE, INC., a Delaware
Corporation and Colin, Inc., a Delaware
Corporation,

Defendants.

[PROPOSED]

FIRST AMENDED COMPLAINT

Case No. 2:10-cv-317

Honorable Tena Campbell

Plaintiff Public Engines, Inc., through counsel, hereby complains of defendants
ReportSee, Inc. and Colin, Inc., and for cause of action alleges:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Public Engines, Inc. (“Public Engines”) is a Delaware corporation whose headquarters and principal place of business are located in Salt Lake County, State of Utah. Public Engines owns and operates a website called CrimeReports.com.

2. Defendant ReportSee, Inc. (“ReportSee”) is a Delaware corporation whose principal place of business is located in Baltimore, Maryland. ReportSee owns and operates a collection of websites and services related to crime information, including SpotCrime.com.

3. Defendant Colin, Inc. (“Colin, Inc.”) is a Delaware corporation. Colin, Inc. is, on information and belief, the sole shareholder of ReportSee.

4. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331. The Court has personal jurisdiction over ReportSee and Colin, Inc. because, as alleged below, they have transacted business in Utah, contracted to supply services in this state, and caused injury in this state, all within the meaning of the Utah Long-Arm Statute, Utah Code Ann. §78B-3-205.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

NATURE OF THE ACTION

6. Public Engines is a service provider to law enforcement agencies across the United States. It has developed a comprehensive suite of software and associated electronic services that enable law enforcement agencies to make available to the communities they serve incident-level crime reports in near real time. Its proprietary software, which is used in conjunction with the law enforcement agency’s dispatch and records systems, generates crime reports that are limited to information the agencies have determined may properly be publicly released. Public Engines’ employees and its software products then further refine that data so they can be displayed on Public Engines’ webpage, CrimeReports.com, thereby providing an “official” site from which members of the public can obtain this information for free. The information is presented in a unique format that enables members of the public to understand it.

Public Engines currently employs more than 35 employees at its facilities in Draper, Utah. Over the last three years, Public Engines has invested more than \$3 million to develop, maintain, and license technology and supporting services.

7. Colin, Inc. is, on information and belief, the sole shareholder of ReportSee and the owner of a website called mylocalcrime.com, which is affiliated with SpotCrime and which publishes crime report information, including the crime report information that was improperly scraped from Public Engines' webpage. ReportSee operates SpotCrime.com and other websites and services, which make commercial use of incident-level crime reports, though not in conjunction with law enforcement agencies. ReportSee claims that it gathers the information reported on its websites from various public sources. In reality, however, much of the information on SpotCrime.com, mylocalcrime.com, and other websites associated with Colin, Inc. and ReportSee has been misappropriated directly from CrimeReports.com. In 2008, Public Engines learned that ReportSee and/or Colin, Inc. was misappropriating crime report data from CrimeReports.com using a "scraper" – an automated software tool that queries webpages, gathers data, and downloads them for subsequent use. ReportSee did so in violation of the explicit terms of use for CrimeReports.com, and in violation of federal and state law. After Public Engines demanded that ReportSee immediately stop, the latter confirmed in writing that it would do so, and for a time appeared to honor that commitment.

8. In late 2009, however, ReportSee and/or Colin, Inc. surreptitiously resumed the misappropriation of data from CrimeReports.com using an automated scraper. When Public Engines modified its webpage so ReportSee's computer could not access it, ReportSee changed to a different computer identified only by an IP address, which is effectively anonymous. Public Engines then attempted to deploy other technical measures and roadblocks to prevent ReportSee from misappropriating Public Engines' data. Each time, however, ReportSee modified its scraper to circumvent Public Engines' roadblocks. Despite its earlier commitment to refrain from scraping data from CrimeReports.com, ReportSee and/or Colin, Inc. continued through

March 2010 to misappropriate the information, and to display it on SpotCrime.com and perhaps other websites and through other services they maintain, and sell that information to third parties, all without the consent of Public Engines and its law enforcement customers.

9. ReportSee also has contacted Public Engines' law enforcement customers and demanded that they provide ReportSee with the data created from Public Engines' software programs. ReportSee has made unfounded claims that these agencies must disclose this information pursuant to public records access laws, and it has disparaged these agencies' relationships with Public Engines, all in an effort to obtain information for free that Public Engines has developed at great expense. ReportSee also demands that agencies provide access to Public Engines' data, which the agencies may not technically or lawfully disclose under the terms of their agreements with Public Engines.

10. ReportSee's conduct must be stopped. By its deceptive conduct, ReportSee has demonstrated that it will not stop misappropriating data from CrimeReports.com unless and until a court orders it to do so. Public Engines therefore requests preliminary and permanent injunctive relief in this case. Additionally, by misappropriating this information and selling it to third parties, ReportSee and Colin, Inc. have demonstrated the value of such information, and should be ordered to pay both compensatory and punitive damages to Public Engines.

FACTUAL BACKGROUND

A. Crime Report Data and Databases.

11. Law enforcement agencies in the United States use a variety of sophisticated Computer Aided Dispatch Systems ("CAD") and Records Management Systems ("RMS") for the purpose of dispatching officers to the scene of crimes or accidents and for tracking all of the information related to those crimes or accidents. These CAD and RMS systems exist in a wide variety of forms and operate from disparate operating systems and platforms. The information contained in these CAD and RMS systems includes basic information about the type of crime involved and where it occurred, but also includes personal information about the victim, the

specifics of the crime, details concerning the ongoing investigation, the identity of suspects, and other types of information that law enforcement agencies generally do not share with the public.

12. Law enforcement agencies have a keen interest in making available to the communities they serve current and accurate information about crimes and criminal activity in the communities they serve, balanced by their desire to maintain control over the information that is released to the public. At the same time, law enforcement agencies must ensure that certain types of information, such as information about suspects, victims, and on-going investigations, remain strictly confidential. The CAD and RMS systems are designed for internal use by the law enforcement agency and do not to separate out confidential information that is unsuitable for public dissemination.

B. Public Engines and Its CrimeReports.com Website.

13. To assist law enforcement agencies in making important information and statistics available to the public, while at the same time protecting confidential information contained in the CAD and RMS systems, Public Engines developed its CrimeReports.com website and associated technology beginning in 2007.

14. At present, Public Engines has entered contracts with more than 800 law enforcement agencies nationwide. Public Engines provides these agencies a unique package of software and services that enables the agencies to make available incident-level (as opposed to statistical) crime data in near real time, on a publicly accessible, user-friendly website whose content is limited to information approved and controlled by the agencies themselves. This information is provided at no cost to the public, with no advertising.

15. Public Engines' package of software and associated services enable its clients' CAD and RMS systems to be queried so data may then be extracted in a designated manner, organized, processed, and optimized. Public Engines then displays the resulting information in a user friendly format on its CrimeReports.com website for access by the public.

16. Public Engines currently employs more than 35 employees at its facilities in Draper, Utah. Over the last three years, Public Engines has invested more than \$3 million to develop, maintain, and license technology and supporting services. In addition to developing its own unique software, Public Engines expends significant funds in licensing software from third parties for purposes of providing these services. For example, Public Engines licenses software from Google in order to geocode and permit crime report data to be displayed on interactive street-level maps for tens of millions of people throughout the nation.

17. As part of its agreements with Public Engines, each law enforcement agency pays a fee for the CrimeReports.com service, which includes a license to Public Engines' proprietary CrimeReports Publisher (the "Publisher") software. That software is installed on the agency's internal computer networks and interfaces with the agency's CAD and/or RMS systems. Public Engines' staff works directly with the technical staff of each law enforcement agency to customize queries and filters, and to parse technology, effectively creating a "wrapper" for the Publisher program to perform its tasks.

18. Once the installation and configuration are completed by Public Engines staff and the law enforcement agency, the Publisher program processes the data contained in those systems to organize them, separate them from confidential information, assign unique categories to the crimes reported as defined by Public Engines, and replace the exact street addresses with more general coordinates.

19. The resulting processed data, known as "De-Identified Data," are then sent electronically by the Publisher program itself to Public Engines' servers in Utah. The Publisher program repeats the process at least once in every 24-hour period. The agencies that license the Publisher and associated services from Public Engines do not have the right or technical ability to access the De-Identified Data that is sent by the Publisher to Public Engines servers in Utah. In fact, the De-Identified Data would not even exist without Public Engines' proprietary software. Under the terms of the license agreement between Public Engines and the law

enforcement agency, and as part of the value exchanged, the agency owns all of the data contained in the CAD and RMS systems, and Public Engines is required by contract to keep that information strictly confidential. Public Engines, on the other hand, owns the Publisher and associated services, as well as the De-Identified Data generated from the operation of the Publisher. The agency is prohibited from disclosing the intellectual property associated with the Publisher and associated services, as well as the De-Identified Data. A copy of Public Engines' Terms of Service is appended hereto as Exhibit 1.

20. After the De-Identified Data are sent to Public Engines' servers in Utah, they are further modified by Public Engines' CrimeReports.com application in order to enable it to be displayed in a user-friendly graphical form. The CrimeReports.com application scrubs the address using rules that Public Engines defines for each agency. The application then sends the processed data to Google for geocoding which, if successful, enables the placement of location icons on the CrimeReports.com map interface.

21. Ultimately, after going through all of these processes, the data (a) are limited to information that the law enforcement agency can properly disclose, (b) have been re-structured and re-formatted in a unique way, and (c) have been encoded with other data to permit it to be de-identified for public display and located on a map, searched, and accessed on CrimeReports.com. The computer servers that operate the CrimeReports.com website are located in Utah.

22. As part of its agreements with agency customers, Public Engines agrees to publish this information on CrimeReports.com for the benefit of the agency and the community. Pursuant to its agreements, CrimeReports.com does not add commentary to this data, does not change a fee for anyone to use its site, does not advertise on its site, and does not solicit business from users of its site. It also agrees to keep the data up to date and accurate, satisfying the agency's desire to maintain a measure of control over what is presented to the public. As a

result, CrimeReports.com is able to serve as an “official” crime information portal for the law enforcement agencies.

23. Users of CrimeReports.com click on a particular geographic area or neighborhood and the site displays a street level map. The map is populated with coded “pins” showing the locations of reported crimes and incidents. Clicking on a particular pin brings up a window that provides more specific information about the reported crime, including the date of the crime or incident and a general description. A log appears on the left side of the screen with an inventory of the crimes reported in the area; clicking on a particular crime then highlights a position on the map where the crime occurred. Users may search for different types of crimes, over different time periods, in different areas. Users also may download an application to permit access to this information on mobile phones. Users may also access the data on approved third party websites through a “widget”.

24. Without Public Engines’ technology, few law enforcement agencies would be able to make this information available in this form. To do so, they would be required to develop technology like the Publisher, in which Public Engines has devoted substantial time and resources, and would be required to employ computer programmers and other employees to process and geocode the information, and then maintain a website on which the information could conveniently be displayed.

25. Anyone is free to access the information on CrimeReports.com, provided they comply with the website’s Terms of Use. Those Terms of Use provide that individuals may access the site for their own personal, non-commercial use, and businesses may access the website for the business’s internal business use. Users are not permitted to use the site for unauthorized commercial purposes or for commercial communications; they are expressly prohibited from collecting information or data from the site by automated means. Users may not sell CrimeReports.com data to third parties. The requirements for use of the website are set forth

in the Terms of Use for CrimeReports.com, a copy of which is appended hereto as Exhibit 2 and incorporated by this reference.

C. ReportSee, Colin, Inc. and the SpotCrime.com and mylocalcrime.com Websites.

26. ReportSee also operates a website that purports to provide information about crimes in various communities in the United States, Spotcrime.com. Like CrimeReports, SpotCrime.com displays that information on a map. Like CrimeReports, particular crimes are displayed with a “pin” coded to represent different types of crimes; and dragging a cursor over a particular pin displays additional information about the crime. SpotCrime.com also offers a mobile application and a “widget” that allows the data to be displayed on third party websites.

27. Unlike CrimeReports, however, SpotCrime.com is not an official crime information site for law enforcement agencies. Instead, SpotCrime.com sometimes adds editorial commentary to crime reports, advertises for products and services on its website, and is generally geared toward providing media outlets, like television stations, with crime report information. Law enforcement agencies have no ability to control the content of the data that appear on SpotCrime.com and no ability to ensure that information is accurate. SpotCrime.com includes data collected from non-official sources and provides commentary and criticism on the data it displays.

28. ReportSee has entered into contracts with news or media organizations to provide this crime mapping data to them for a fee. ReportSee has entered into such contracts with one or more news or media outlets in Utah. Specifically, ReportSee has entered contracts with Newport Television’s affiliate ABC4 TV, pursuant to which ReportSee sells the content contained on SpotCrime.com. The website for ABC4 TV contains a link to SpotCrime.com and a “widget” provided by SpotCrime.com.

29. ReportSee claims that it obtains the information displayed on the SpotCrime website by employing persons who read news accounts and police blotters and monitor police

scanner traffic. ReportSee claims that its users submit information regarding crimes as well. According to ReportSee, its employees then identify the longitude and latitude of the incident to plot its location on a map.

30. Public Engines is informed and believes, however, that in reality, SpotCrime.com obtains much of the information displayed on its webpage by misappropriating it from Public Engines. ReportSee routinely “scrapes” the information from CrimeReports.com, as explained below. In other words, much of the data that appear on SpotCrime.com, including data that ReportSee and Colin, Inc. sell to media outlets, have been misappropriated from CrimeReports.com.

31. Colin, Inc. owns a website called mylocalcrime.com, which is similar to SpotCrime.com. Mylocalcrime.com publishes crime report information in a format similar to SpotCrime.com. On information and belief, all of the crime report information that is published on mylocalcrime.com comes from ReportSee. In particular, mylocalcrime.com has published crime report data that was scraped from CrimeReports.com, and continued to publish that information even after this Court’s entry of a preliminary injunction prohibiting ReportSee and its collection of websites, widgets and other services, as well as its officers, agents, servants, employees, contractors and attorneys, and all those who received actual notice of the preliminary injunction, from including that information.

D. ReportSee’s and/or Colin, Inc.’s Scraping of Data from CrimeReports.com.

32. Web scraping is a computer software technique used to extract information from websites. Among other methods, scraping software programs are designed to mimic a human user operating a web browser to gain access to the website. The program then collects and downloads, or scrapes, the information displayed on the webpage for later use.

33. The Terms of Use for CrimeReports.com state that users shall not “collect content or information, or otherwise access any Public Engines Sites, using automated means (such as

harvesting bots, robots, spiders, or scrapers) or by bypassing the site's user interface without our permission....”

34. Like most websites, CrimeReports maintains an automated log of users who access the website. This log includes the Internet Protocol (“IP”) address of all computers that are used by users who access the website. The log also includes information about what information in particular was accessed and when.

35. Beginning in the spring of 2008, Public Engines noticed an unusual pattern of user activity on CrimeReports.com. Upon investigation, Public Engines discovered that its crime report information was being systematically scraped.

36. Public Engines also received a complaint from one of its customers that the data it was providing to Public Engines were showing up on the SpotCrime.com website. The customer demanded to know why the information it understood was being sourced and improved by Public Engines was being displayed on a different, unauthorized website.

37. The IP address for the computer that was scraping its site was 208.109.126.144. By typing the IP address into a browser, the site that loaded was “spotcrime.com.” In this way, Public Engines determined that the user associated with that IP address was “spotcrime.com.” Public Engines also determined that this scraping started around March 19, 2008, if not earlier, and continued through early June 2008.

38. On June 16, 2008, Public Engines, through its attorney, sent a letter to ReportSee demanding that it immediately cease and desist from any scraping of CrimeReports.com website. Among other things, Public Engines specifically advised ReportSee that scraping was a violation of the Terms of Use of the CrimeReports.com website. A copy of that letter is appended hereto as Exhibit 3 and incorporated by this reference.

39. In response, ReportSee's attorney contacted Public Engines' attorney, first by voice mail and later by email, and confirmed that ReportSee would immediately cease any scraping of the CrimeReports.com website. A copy of the email dated June 30, 2008 from

ReportSee's counsel to Public Engines' counsel is appended hereto as Exhibit 4 and a transcription of the voice mail is appended hereto as Exhibit 5.

40. After that exchange, ReportSee's scraping of CrimeReports.com appeared to be temporarily suspended.

E. ReportSee's Interference with Public Engines' Customers.

41. ReportSee, however, then resorted to other methods to obtain Public Engines' proprietary information. ReportSee began contacting Public Engines' agency customers demanding that they provide the data feed from Public Engines' Publisher software directly to ReportSee.

42. Starting in the spring of 2009 and continuing to the present, ReportSee has repeatedly contacted at least 30 different law enforcement agencies who are customers of Public Engines, including the Salt Lake City Police Department, the Salt Lake County Sheriff's Office and the Utah Attorney General's office and demanded that they provide ReportSee with the De-Identified Data that constitutes the output of the Publisher program from the agencies.

43. In making these demands, ReportSee has insisted that it is entitled to this information on an ongoing basis under public records access laws when, in fact, those laws do not require the agencies to provide this information. They have demanded that the agencies provide this information even though the agency does not have the technical capability to do so, and reverse engineering of the Publisher program to accomplish this would be a breach of the agency's license agreement with Public Engines. ReportSee also has threatened to sue some of the agencies if they do not provide the requested information.

44. ReportSee stepped up these demands in the fall of 2009. Public Engines received complaints from its customers about these contacts, and Public Engines has been required to devote substantial time and resources to managing these complaints from its customers. Some agencies have advised Public Engines that ReportSee has threatened to sue them to get access to this information; some have reported that they have had to obtain legal counsel in order to

respond to ReportSee's demands. At least one Public Engines customer terminated its agreement as a result of ReportSee's demands.

45. In October 2009, Public Engines' Chief Executive Officer, Greg Whisenant, contacted ReportSee's CEO, Colin Drane, to discuss ReportSee's inappropriate contacts with Public Engines' customers and interference with Public Engines' business. Public Engines advised ReportSee that these contacts were seriously injuring Public Engines' business relationships and that Public Engines had lost at least one customer as a result of them. Public Engines explained that the data ReportSee was demanding were unique to Public Engines, were not publicly available, and were not something the agencies could provide through use of the Publisher program. Public Engines also advised ReportSee that the agency was not required to disclose this data under public records laws or otherwise.

46. Mr. Drane acknowledged that ReportSee had made these contacts to obtain Public Engines' information, and that ReportSee would pursue all means to get it. Mr. Drane ultimately told Public Engines that ReportSee would not desist from contacting Public Engines' customers would not stop using the tactics it had been using, and that Public Engines should "do what you need to do" and hung up the phone. Following this phone call, Public Engines' attorney sent a letter to Mr. Drane demanding that ReportSee stop interfering with Public Engines' business relationships, but Mr. Drane did not respond.

47. Public Engines continues to receive complaints from its customers about harassment from ReportSee and demands it is making to obtain the data extracted and uniquely improved by Public Engines as part of its contractual services for its customers.

F. ReportSee and Colin, Inc.'s Resumption of Scraping.

48. In early December 2009, Public Engines again noticed unusual activity on the CrimeReports.com website and determined that ReportSee and/or Colin, Inc. had again started scraping data. Starting at least as early as December 2009, ReportSee and/or Colin, Inc. again deployed an automated scraper to collect crime data from CrimeReports.com. The scraper used

by ReportSee and/or Colin, Inc. is designed to mimic a web browser's interaction with the website.

49. Since that time, nearly every day at around 1:00 a.m. Mountain Time, ReportSee and/or Colin, Inc. scraped CrimeReports.com. The scraper operates by making a series of orderly, electronic requests for information contained within a particular rectangular geographic area defined by longitude and latitude, followed by another request for an adjacent rectangular area, and so on until all of the information sought by ReportSee and/or Colin, Inc. has been downloaded and saved by ReportSee.

50. Initially, the IP address for these requests was 208.109.126.144, which is an IP address for SpotCrime.com. In an effort to prevent SpotCrime.com from scraping this data, Public Engines modified the CrimeReports.com website and associated firewalls and routers to prevent that IP address from accessing CrimeReports.com.

51. ReportSee quickly circumvented this measure by using a new IP address, 174.129.243.60. That IP address did not resolve directly to "spotcrime.com." After further investigation, however, Public Engines determined that the new IP address belonged to "SpotCrime.com," as shown in the screen capture annexed as Exhibit 6. Using this new IP address, ReportSee and/or Colin, Inc. continued to scrape CrimeReports.com.

52. Public Engines took additional steps to verify that the address was associated with ReportSee and to establish that ReportSee was using data taken from CrimeReports.com. Public Engines' seeded its official De-Identified data with dummy crime reports in various locations. After the scraping occurred, Public Engines then examined SpotCrime.com and found each of these dummy reports posted on ReportSee's SpotCrime.com webpage the next day.

53. Public Engines continued to employ various technical measures to prevent ReportSee and/or Colin, Inc. from scraping the data. And while there are a variety of technical measures that can be deployed to prevent scraping of a website, those measures are necessarily limited. Because the more recent versions of the scraper posed as a computer using a browser, it

became increasingly difficult to distinguish it from a legitimate user. As Public Engines took increasingly aggressive technical steps to prevent the scraper from accessing its website, there was an increased risk that its actions would also eliminate the general public's ability to access the site, in a user friendly manner.

54. Public Engines deployed a series of escalating technical measures to stop ReportSee's scraper. While some of these worked temporarily, ReportSee and/or Colin, Inc. on each occasion modified its scraper to circumvent each of these measures. Through the placement of dummy reports and other technical measures, Public Engines has been able to confirm that the scraper is being operated by ReportSee and/or Colin, Inc.

G. ReportSee's False Representations to the Public.

55. ReportSee claims that it obtains the information displayed on the SpotCrime website from police departments, news reports, and other third party sources. ReportSee has publicly stated that it draws 90% of its data from local police records and in cities where that information is not released, ReportSee gathers the crime reports from local news sources.

56. ReportSee also claims that its own employees plot the locations of crime reports on Google maps to permit them to be displayed.

57. These statements, and others, are false and are known by ReportSee to be false. ReportSee does not draw all of its crime report information from local police or news sources. Instead, ReportSee and/or Colin, Inc. misappropriates much of this information from CrimeReports.com, its competitor, through the daily scraping of the CrimeReports.com website.

58. ReportSee's claim that its employees plot locations of crime reports on Google maps to permit them to be displayed is equally false. ReportSee scrapes from CrimeReports.com not only the reports themselves, but also the embedded geocoding created under contract between Google and Public Engines that permits the crimes to be displayed on Google maps.

59. Having falsely represented the sources and origin of its data, and presumably its intellectual property rights to distribute this data, ReportSee then sells that data to third parties

through agreements with media companies. ReportSee has recently announced a transaction with DirecTV, called “Crime Reports,” pursuant to which ReportSee apparently will make this misappropriated data available to DirecTV subscribers. It also has announced recent transactions with a number of other media companies. Upon information and belief, ReportSee intends to make available to these new customers crime report data that it represents has been developed by it when, in reality, much of that information has been misappropriated from CrimeReports.com.

H. Colin, Inc.’s Relationship With ReportSee.

60. Colin, Inc. is the sole owner of ReportSee. Colin Drane, in turn, is the sole owner of Colin, Inc. Colin Drane is also the founder and Chief Executive Officer of ReportSee.

61. Through his solely owned company, Colin, Inc., Colin Drane was the exclusive source of founding capital for ReportSee.

62. Since at least 2008, Colin, Inc. has served as the exclusive or nearly exclusive source of funding for the business and operations of ReportSee. Colin, Inc. regularly deposits money into the operating accounts of ReportSee and continues to do so. These funds have been the exclusive or nearly exclusive source of funding used to pay the contractor who wrote, developed, and operated the scraping program used to scrape data from CrimeReports.com. In 2008 and 2009 alone, these “owner loans” totaled over one million dollars.

63. Additionally, Colin, Inc. regularly pays directly other expenses associated with the business and operations of ReportSee. On information and belief, Colin, Inc. also has received and continues to receive direct payments from various ReportSee customers or vendors, thereby appropriating for itself revenues from ReportSee’s business operations. On information and belief, Colin, Inc. has contracted with third parties who provide goods or services to ReportSee.

64. The revenues that ReportSee has disclosed in its financial statements are insufficient to even begin to support its business operations. Without the funding for every day

business operations that has been provided by Colin, Inc., ReportSee would be incapable of continuing its operations.

65. Colin Drane, through his direct and indirect ownership of ReportSee and Colin, Inc., has ignored and continues to ignore the separate personalities of the companies. ReportSee has and remains undercapitalized, the companies, on information and belief, fail to observe corporate formalities. Colin, Inc., as the sole shareholder of ReportSee, has siphoned off corporate funds and opportunities for itself. Allowing Colin, Inc. to maintain ReportSee in a precarious financial position, given ReportSee's liability to Public Engines in this case, would promote an injustice or fraud and the Court should therefore treat Colin, Inc. and ReportSee as alter egos of one another.

I. The Use of Scraped Data on Websites Owned by Colin, Inc.

66. In addition to owning ReportSee, Colin, Inc. also owns a website called mylocalcrime.com. The mylocalcrime.com website states that it is "Powered by SpotCrime." The website's "About" page also states that it was created by the SpotCrime team, and feedback is requested to be sent to feedback@spotcrime.com.

67. In July 2010 — approximately a month after the Court's entry of the Stipulated Preliminary Injunction — Public Engines' discovered that data scraped by ReportSee from Public Engines' CrimeReports.com website appeared on mylocalcrime.com. Public Engines carefully reviewed the crime report data on mylocalcrime.com and confirmed that it matched the form, content, and time periods of data ReportSee scraped from crimereports.com. The format of the scraped data differed from the other crime report data published on mylocalcrime.com.

68. Public Engines contacted ReportSee, which confirmed that approximately half of the data on mylocalcrime.com had originally been scraped from CrimeReports.com. ReportSee acknowledged that data scraped from Public Engines' website could be accessed by vendors working for mylocalcrime.com. ReportSee agreed to have the scraped data removed from mylocalcrime.com, and it appears to have been removed.

69. Vendors working on behalf of mylocalcrime.com were able to access data in the possession of ReportSee because both organizations are owned by Colin, Inc. and run by Colin Drane. Likewise, ReportSee was able to direct mylocalcrime.com to delete data on mylocalcrime.com because of Colin, Inc.'s ownership of both entities and Colin Drane's oversight of both websites.

70. After this exchange, it does not appear as if websites owned by Colin, Inc. continued to display data scraped from Public Engines.

71. On information and belief, the website owned by Colin, Inc. directly, mylocalcrime.com, and the website owned by Colin, Inc. indirectly, SpotCrime.com, each utilize the same vendors, independent contractors, and employees, and each have ready access to the other's information, programming, source code, and databases.

FIRST CLAIM FOR RELIEF

(Computer Fraud and Abuse Act – All Defendants)

72. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

73. ReportSee and Colin, Inc. have intentionally accessed a computer or a computer server owned by or under the control of Public Engines.

74. ReportSee and Colin, Inc. also have knowingly or intentionally transmitted a program, code or command to a Public Engines computer or server.

75. ReportSee and Colin, Inc.'s access to Public Engines' computer or server has been without authorization. To the extent ReportSee and Colin, Inc. had authorization to access the computer or server, ReportSee and Colin, Inc. have exceeded the authorization granted.

76. ReportSee and Colin, Inc. have done so with the intent to defraud or otherwise commit wrongdoing and for the purposes of obtaining information from Public Engines' computer or server, and have obtained information from Public Engines' computer or server.

77. The Public Engines' computers and servers from which this information has been obtained are connected to the internet and used in interstate commerce.

78. Public Engines has suffered damage or loss exceeding \$5,000.00 in aggregate value in a one year period as a result of such access. These damages or losses include, without limitation, the costs of responding to and monitoring ReportSee and Colin, Inc.'s unauthorized access, conducting damage assessments, and undertaking various measures to attempt to prevent ReportSee and Colin, Inc.'s unauthorized access.

79. Pursuant to 18 U.S.C. § 1030(g), Public Engines is entitled to damages in an amount to be established at trial together with injunctive and other equitable relief.

SECOND CLAIM FOR RELIEF

(Breach of Contract – All Defendants)

80. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

81. Public Engines' Terms of Use constitute a legally binding and valid contract applicable to ReportSee, Colin, Inc. and any other user of CrimeReports.com.

82. ReportSee and Colin, Inc. are aware of and assented to the terms of this contract by, among other things, accessing the CrimeReports.com website. The Terms and Conditions for use of CrimeReports.com appear as a link on every page in the website. The Terms and Conditions are also embedded directly in the data stream that is accessed and downloaded by the ReportSee scraper. In addition, Public Engines specifically advised ReportSee of its obligations under the Terms and Conditions in a demand letter sent to ReportSee and in telephone communications with ReportSee's chief executive officer. SpotCrime.com, itself, contains its own Terms and Conditions of use, as do most websites. Colin, Inc. was aware, because of this lawsuit, of Public Engines' Terms and Conditions for use when scraped data appeared on its website, mylocalcrime.com.

83. ReportSee and Colin, Inc. have breached the terms of this contract by, among other things, making commercial use of the data contained on CrimeReports.com, copying and modifying the data contained on CrimeReports.com for its own business purposes, and employing an automated scraper to obtain information from CrimeReports.com.

84. Public Engines has been damaged and harmed by ReportSee and Colin, Inc.'s breach of contract in an amount to be determined at trial.

85. Additionally, by assenting to the Terms of Use, ReportSee and Colin, Inc. have agreed to the entry of preliminary and permanent injunctive relief.

THIRD CLAIM FOR RELIEF

(Utah Anti-Cyberterrorism Act – All Defendants)

86. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

87. ReportSee and Colin, Inc. have repeatedly and willfully communicated, delivered, or caused to be communicated or delivered, a computer program, code, or command to Public Engines' CrimeReports.com website, in the form of an automated scraper.

88. ReportSee and Colin, Inc. have done so without the authorization of Public Engines. ReportSee and Colin, Inc. also have accessed the CrimeReports.com website in a manner that is inconsistent with or exceeds the authorized means and manner of access for that website.

89. ReportSee and Colin, Inc. have done so for the purposes of obtaining from CrimeReports.com intellectual property in the form of data scraped by ReportSee from the CrimeReports.com website.

90. ReportSee and Colin, Inc.'s conduct has led to a material diminution in the value of Public Engines' intellectual property. ReportSee and Colin, Inc. also have caused Public Engines to suffer irreparable harm.

91. Public Engines is entitled to preliminary and permanent injunctive relief, to an award of damages in an amount to be established at trial, punitive damages, and its attorneys' fees and costs pursuant to Utah Code Ann. § 13-5a-103(1)(b).

FOURTH CLAIM FOR RELIEF

(Lanham Act – False Advertising – All Defendants)

92. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

93. ReportSee's SpotCrime.com website and Colin, Inc.'s mylocalcrime.com website are competitors of Public Engines' CrimeReports.com website.

94. ReportSee and Colin, Inc. have made material false or misleading statements in connection with the commercial advertising or promotion of the SpotCrime.com website and/or the mylocalcrime.com website, in violation of provisions of 15 U.S.C. § 1125(a) of the Lanham Act.

95. ReportSee and Colin, Inc. have made these statements in interstate commerce.

96. The representations and statements by ReportSee and Colin, Inc. are likely to cause confusion or mistake as to the origin, association, or approval of ReportSee and Colin, Inc.'s products or services, or the characteristics of those goods or services.

97. ReportSee and Colin, Inc. have caused and continue to cause damage to Public Engines. ReportSee and Colin, Inc.'s conduct also have caused Public Engines to suffer irreparable harm.

98. Public Engines is therefore entitled to a preliminary and permanent injunction and to an award of damages in an amount to be determined at trial.

FIFTH CLAIM FOR RELIEF

(Hot News Misappropriation – All Defendants)

99. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

100. Public Engines gathers crime data from law enforcement agencies across the United States through its contracts with those agencies. Public Engines has devoted substantial time and resources in developing and maintaining the technology to enable it to do so and to display that information in a user friendly form. It has also spent considerable time and resources developing and maintaining relationships with individual agencies to allow it to do so.

101. The information Public Engines gathers is time sensitive. One of the main purposes of the CrimeReports.com website is to make information about crimes available in near real time.

102. By scraping and posting this data from CrimeReports.com, ReportSee and Colin, Inc. obtain this same information for use in near real time, thereby free-riding on Public Engines' investment.

103. ReportSee's SpotCrime.com website and Colin, Inc.'s mylocalcrime.com website compete with CrimeReports.com for the service of providing near real time crime reports to the public. It also competes with Public Engines in selling that information to news media outlets.

104. If ReportSee, Colin, Inc., and others are permitted to free-ride on the substantial efforts undertaken by Public Engines to make this information available, it will reduce Public Engines' incentive to produce this product or service, and the existence or quality of the information reported on CrimeReports.com will be substantially threatened.

105. ReportSee and Colin, Inc. have caused and continue to cause damage to Public Engines. ReportSee and Colin, Inc.'s conduct also has caused Public Engines to suffer irreparable harm.

106. Public Engines is therefore entitled to a preliminary and permanent injunction and to an award of damages in an amount to be determined at trial.

SIXTH CLAIM FOR RELIEF

(Interference with Contract – All Defendants)

107. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

108. Public Engines has an existing contractual relationship with its customer law enforcement agencies.

109. ReportSee and Colin, Inc. are aware or reasonably should be aware of the existence of these contracts.

110. ReportSee and Colin, Inc. have intentionally and unjustifiably interfered with these contracts through improper means and with an improper motive. ReportSee and Colin, Inc. have, among other things, solicited Public Engines' customer agencies in an effort to persuade them to violate what they know or reasonably should know to be the agencies' contractual obligations. In addition, ReportSee and Colin, Inc. have knowingly misrepresented to the agencies their obligations under the law. And they have engaged in deceptive conduct, as explained herein. ReportSee and Colin, Inc. have done all of this with the goal and intent of obtaining proprietary information belonging to Public Engines, and then using that information for their own personal gain and to compete with Public Engines.

111. ReportSee's and Colin, Inc.'s conduct has damaged Public Engines' relationships with its customers and harmed its business reputation. ReportSee's and Colin, Inc.'s conduct also has resulted in irreparable harm to Public Engines' relationships with its customers and its business in general.

112. Public Engines is therefore entitled to preliminary and permanent injunctive relief and to damages in an amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF

(Preliminary and Permanent Injunction –All Defendants)

113. Public Engines incorporates by this reference the preceding allegations of the Complaint as if fully set forth herein.

114. ReportSee and Colin, Inc. have engaged in and continue to engage in conduct that has caused and will continue to cause Public Engines to suffer immediate and irreparable harm.

115. An injunction preventing ReportSee and Colin, Inc. from scraping data from CrimeReports.com and ReportSee from interfering with Public Engines' customers will not cause the Defendants any injury or harm. To the extent it does cause ReportSee or Colin, Inc. any injury or harm, that harm is outweighed by the harm to Public Engines of allowing ReportSee and Colin, Inc.'s conduct to continue.

116. The issuance of an injunction preventing ReportSee and Colin, Inc. from scraping data from CrimeReports.com and ReportSee from interfering with Public Engines' customers is not adverse to the public interest.

117. There is substantial likelihood that Public Engines will prevail on its claims that ReportSee and Colin, Inc.'s conduct is improper and unlawful.

118. Public Engines is therefore entitled to a preliminary and permanent injunction restraining ReportSee, Colin, Inc. and their officers, directors, employees and agents, from (a) accessing or making any commercial use of the De-Identified Data generated from Public Engines' Publisher software; (b) making any commercial use whatsoever of any information from CrimeReports.com including, without limitation, crime reporting data that appears or has ever appeared on its website or on associated "widgets" and other services, and (c) contacting or communicating with any of Public Engines' customers for the purpose or with the result of interfering with Public Engines contractual relationships with those customers or misrepresenting the agencies' obligation to provide this data under open records laws. Public Engines is also entitled to an order directing ReportSee and Colin, Inc. to permanently delete from its collection of websites, including SpotCrime.com and mylocalcrime.com, all information previously misappropriated from Public Engines, and to contact all third parties to whom this data has been provided, demanding that the information be permanently deleted.

WHEREFORE, Public Engines prays for relief and demands judgment against ReportSee and Colin, Inc. as follows:

(a) On its First Cause of Action, for preliminary and permanent injunctive relief, for damages in an amount to be determined at trial, and for costs and attorneys' fees incurred herein;

(b) On its Second Cause of Action, for preliminary and permanent injunctive relief and for damages in an amount to be determined at trial and for attorneys' fees and costs incurred herein;

(c) On its Third Cause of Action, for preliminary and permanent injunctive relief, for damages in an amount to be established at trial, punitive damages, and its attorneys' fees and costs pursuant to Utah Code Ann. § 13-5a-103(1)(b);

(d) On its Fourth Cause of Action, for preliminary and permanent injunctive relief and for damages in an amount to be determined at trial;

(e) On its Fifth Cause of Action, for preliminary and permanent injunctive relief and for damages in an amount to be determined at trial;

(f) On its Sixth Cause of Action, for preliminary and permanent injunctive relief and for damages in an amount to be determined at trial;

(g) On its Seventh Cause of Action, a preliminary and permanent injunction restraining ReportSee, Colin, Inc., and their officers, directors, employees and agents, from (a) accessing or making any commercial use of the De-Identified Data generated from Public Engines' Publisher software; (b) making any commercial use whatsoever of any information from CrimeReports.com including, without limitation, crime reporting data that appears or has ever appeared on its website or on associated "widgets" and other services, and (c) contacting or communicating with any of Public Engines' customers for the purpose or with the result of interfering with Public Engines contractual relationships with those customers or misrepresenting the agencies' obligation to provide this data under open records laws; and further directing ReportSee and Colin, Inc. to permanently delete from their collection of websites, including

SpotCrime.com and mylocalcrime.com, all information that was previously misappropriated from Public Engines and contacting all third parties to whom this data has been provided, directing them to permanently delete this data.

(h) On each Cause of Action, for an award of costs and attorneys' fees incurred herein; and

(i) On each Cause of Action, for such other and further relief as the Court deems appropriate in the circumstances.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Public Engines hereby demands a jury on all issues triable to a jury.

DATED this ___ day of October, 2010.

Snell & Wilmer L.L.P.

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