

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**WEBVENTION, LLC**

**Plaintiff,**

**v.**

**CAMPBELL SOUP COMPANY;  
EVERREADY BATTERY COMPANY,  
INC.;  
FLUOR CORPORATION;  
HDR, INC.;  
THE HUFFINGTONPOST.COM, INC.;  
IKEA NORTH AMERICA SERVICES,  
LLC;  
J. CREW GROUP, INC. & J. CREW  
INTERNATIONAL, INC.;  
LAS VEGAS SANDS CORP.;  
MATTEL, INC.;  
NATIONAL OILWELL VARCO, INC.;  
NISSAN NORTH AMERICA, INC.;  
SAKS INCORPORATED;  
TOYOTA MOTOR SALES, U.S.A., INC.;  
UNILEVER UNITED STATES, INC.;  
VIBRANT MEDIA, INC.;  
WEATHERFORD INTERNATIONAL  
INC.;  
WORTHINGTON INDUSTRIES, INC.;  
and  
YRC WORLDWIDE INC.**

**Defendants.**

**Case No. 2:11-cv-383**

**JURY TRIAL DEMANDED**

**PLAINTIFF'S ORIGINAL COMPLAINT**

1. Plaintiff WEBVENTION LLC files this Original Complaint against the above-named Defendants, alleging as follows:

**THE PARTIES**

2. Plaintiff WEBVENTION LLC, (“Webvention”) is a Texas Limited Liability Company with its principal place of business at 505 East Travis Street, Suite 209, Marshall, Texas 75670.

3. Defendant CAMPBELL SOUP COMPANY (“Campbells”) is a New Jersey corporation having its principal offices located at 1 Campbell Place, Camden, New Jersey 08103-1799. Campbells may be served with process via its registered agent, The Corporation Trust Company, located at 820 Bear Tavern Road, West Trenton, NJ 08628.

4. Defendant EVEREADY BATTERY COMPANY, INC. (“Eveready”) is a Missouri corporation having its principal offices located at 533 Maryville University Drive, St. Louis, Missouri, 63141. Eveready may be served with process via its registered agent, CT Corporation System, located at 120 s. Central Ave., Clayton, MO 63105-1705.

5. Defendant FLUOR CORPORATION (“Fluor”) is a Delaware corporation having its principal offices located at 6700 Las Colinas Blvd., Irving, TX 75039. Fluor may be served with process via its registered agent, Corporation Service Company D/B/A CSC - Lawyers Incorporating Service Company, located at 211 E. 7th St., Ste. 620, Austin, TX 78701.

6. Defendant HDR, Inc. (“HDR”) is a Delaware corporation having its principal offices located at 8404 Indian Hills Drive, Omaha, NE 68114-4098.

7. Defendant THE HUFFINGTONPOST.COM, INC. (“HuffingtonPost.com”) is a Delaware corporation having its principal offices located at 770 Broadway, 4th Floor, New York, NY 10003.

8. Defendant IKEA NORTH AMERICA SERVICES, LLC (“IKEA”) is a Delaware corporation having its principal offices located at 496 West Germantown Pike, Plymouth Meeting, PA 19462. IKEA may be served with process via its registered agent, The Corporation

Trust Company, located at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

9. Defendants J. CREW GROUP, INC. and J. CREW INTERNATIONAL, INC. (collectively “J. Crew”) are Delaware corporations having principal offices located at 770 Broadway, New York, NY 10003. J. Crew may be served with process via its registered agent Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

10. Defendant LAS VEGAS SANDS CORP. (“Las Vegas Sands”) is a Nevada corporation having its principal offices located at 3355 Las Vegas Blvd. South, Las Vegas, Nevada. Las Vegas Sands may be served with process via its registered agent, DMCA Agent c/o Office of the General Counsel, located at Las Vegas Sands Corp., 3355 Las Vegas Blvd. South, Las Vegas, NV 89109.

11. Defendant MATTEL, INC. (“Mattel”) is a Delaware corporation having its principal offices located at 333 Continental Blvd., El Segundo, CA 90245. Mattel may be served with process via its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

12. Defendant NATIONAL OILWELL VARCO, INC. (“National Oilwell”) is a Delaware corporation having its principal offices located at 7909 Parkwood Circle Dr., Houston, TX 77036. National Oilwell may be served with process via its registered agent, C T Corporation System, located at 811 Dallas Ave., Houston, TX 77036.

13. Defendant NISSAN NORTH AMERICA, INC. (“Nissan”) is a corporation organized and existing under the laws of the State of California, having its principal place of business at 333 Commerce Street, Nashville, Tennessee 37201. Nissan may be served with

process via its registered agent, LexisNexis Document Solutions, Inc., 211 E. 7th Street Suite 620, Austin, Texas, 78701.

14. Defendant SAKS INCORPORATED (“Saks”) is a Tennessee corporation having its principal offices located at 750 Lakeshore Pkwy., Birmingham, AL 35211-4400. Saks may be served with process via its registered agent, CSC Corporation, located at Corporate Headquarters, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

15. Defendant TOYOTA MOTOR SALES, U.S.A., INC. (“Toyota”) is a California corporation having its principal offices located at 19001 South Western Ave., Torrance, CA 90501. Toyota may be served with process via its registered agent, C T Corporation System, located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201.

16. Defendant UNILEVER UNITED STATES, INC. (“Unilever U.S.”) is a Delaware corporation having its principal offices located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632-3113.

17. Defendant VIBRANT MEDIA, INC. (“Vibrant Media”) is a California corporation having its principal offices located at 565 5th Avenue, 15th Floor, New York, New York 10017.

18. Defendant WEATHERFORD INTERNATIONAL INC. (“Weatherford”) is a Delaware corporation having its principal offices located at 515 Post Oak Blvd. Ste. 600, Houston, TX 77027. Weatherford may be served with process via its registered agent, C T Corporation System, located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201.

19. Defendant WORTHINGTON INDUSTRIES, INC. (“Worthington Industries”) is an Ohio corporation having its principal offices located at 200 Old Wilson Bridge Road,

Columbus, OH 43085. Worthington Industries may be served with process via its registered agent, Dale T. Brinkman, located at 200 Old Wilson Bridge Road, Columbus, OH 43085.

20. Defendant YRC WORLDWIDE INC. (“YRC Worldwide”) is a Delaware corporation having its principal offices located at 10990 Roe Avenue, Overland Park, Kansas. YRC Worldwide may be served with process via its registered agent, C T Corporation System, located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201.

### **JURISDICTION AND VENUE**

21. This is an action for infringement of United States patents arising under 35 U.S.C. §§ 271; 281; 284-285; and 171, among others. This Court has subject matter jurisdiction of this action under Title 28 U.S.C. §§1331 and 1338(a).

22. The Court has general and specific personal jurisdiction over each Defendant, and venue is proper pursuant to 28 U.S.C. §§ 1391 and 1400(b). Each Defendant has substantial contacts with the forum as a result of conducting substantial business within the State of Texas and within this District. Upon information and belief, each Defendant regularly solicits business in the State of Texas and in this District, and derives substantial revenue from products and/or services provided to individuals residing in the State of Texas and in this District. In addition, each Defendant conducts business utilizing the claimed systems and methods of the patent-at-suit, with and for customers residing in this District. Specifically, each Defendant provides and/or markets its products and services directly to consumers in this District through its website(s). By means of its website(s), each Defendant has committed and continues to commit acts of patent infringement in the State of Texas and in this District.

23. Venue is proper in the Eastern District of Texas pursuant to 28 U.S.C. §§1391 and 1400(b).

**INFRINGEMENT OF U.S. PATENT NO. 5,251,294**

24. On October 5, 1993, United States Patent No. 5,251,294 (“the ’294 patent”) was duly and legally issued for “Accessing, Assembling, and Using Bodies of Information.” Webvention is the owner by assignment of all rights, title and interest in and to the ’294 patent and possesses all rights of recovery thereunder. A true and correct copy of the ’294 patent is attached hereto as Exhibit A.

25. Defendant Campbells has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.campbellsoup.com, that practice or embody the patented invention. Defendant Campbells has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.campbellsoup.com. With regards to Defendant’s indirect infringement, direct infringers include end users of the www.campbellsoup.com website.

26. Defendant Eveready has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.energizer.com, that practice or embody the patented invention. Defendant Eveready has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to the www.energizer.com. With regards to Defendant’s indirect infringement, direct infringers include end users of the www.energizer.com website.

27. Defendant Fluor has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.fluor.com, that practice or embody the patented invention. Defendant Fluor has also infringed and continues to infringe contributorily, and/or through the inducement of others, by

making, selling, offering for sale and/or using websites, including but not limited to [www.fluor.com](http://www.fluor.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.fluor.com](http://www.fluor.com) website.

28. Defendant HDR has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.hdrinc.com](http://www.hdrinc.com), that practice or embody the patented invention. Defendant HDR has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to [www.hdrinc.com](http://www.hdrinc.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.hdrinc.com](http://www.hdrinc.com) website.

29. Defendant Huffington Post has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.huffingtonpost.com](http://www.huffingtonpost.com), that practice or embody the patented invention. Defendant Huffington Post has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to [www.huffingtonpost.com](http://www.huffingtonpost.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.huffingtonpost.com](http://www.huffingtonpost.com) website.

30. Defendant IKEA has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.ikea.com/us/en](http://www.ikea.com/us/en), that practice or embody the patented invention. Defendant IKEA has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to

www.ikea.com/us/en. With regards to Defendant's indirect infringement, direct infringers include end users of the www.ikea.com/us/en website.

31. Defendant J. Crew has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.jcrew.com, that practice or embody the patented invention. Defendant J. Crew has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.jcrew.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.jcrew.com website.

32. Defendant Las Vegas Sands has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.lasvegassands.com, www.venetian.com, and www.palazzo.com, that practice or embody the patented invention. Defendant Las Vegas Sands has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.lasvegassands.com, www.venetian.com, and www.palazzo.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.lasvegassands.com, www.venetian.com, and www.palazzo.com websites.

33. Defendant Mattel has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.shop.mattel.com, that practice or embody the patented invention. Defendant Mattel has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to



www.shop.mattel.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.shop.mattel.com website.

34. Defendant National Oilwell has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.nov.com/grantprideco, that practice or embody the patented invention. Defendant National Oilwell has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.nov.com/grantprideco. With regards to Defendant's indirect infringement, direct infringers include end users of the www.nov.com/grantprideco website.

35. Defendant Nissan has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.nissanusa.com, that practice or embody the patented invention. Defendant Nissan has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.nissanusa.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.nissanusa.com website.

36. Defendant Saks has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.saksfifthavenue.com, that practice or embody the patented invention. Defendant Saks has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.saksfifthavenue.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.saksfifthavenue.com website.

37. Defendant Toyota has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.toyota.com](http://www.toyota.com), that practice or embody the patented invention. Defendant Toyota has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to [www.toyota.com](http://www.toyota.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.toyota.com](http://www.toyota.com) website.

38. Defendant Unilever U.S. has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.unilever.com](http://www.unilever.com), that practice or embody the patented invention. Defendant Unilever U.S. has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to [www.unilever.com](http://www.unilever.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.unilever.com](http://www.unilever.com) website.

39. Defendant Vibrant Media has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to [www.vibrantmedia.com](http://www.vibrantmedia.com), that practice or embody the patented invention. Defendant Vibrant Media has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to [www.vibrantmedia.com](http://www.vibrantmedia.com). With regards to Defendant's indirect infringement, direct infringers include end users of the [www.vibrantmedia.com](http://www.vibrantmedia.com) website.

40. Defendant Weatherford has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to

www.weatherford.com, that practice or embody the patented invention. Defendant Weatherford has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.weatherford.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.weatherford.com website.

41. Defendant Worthington Industries has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.worthingtonindustries.com, that practice or embody the patented invention. Defendant Worthington Industries has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.worthingtonindustries.com. With regards to Defendant's indirect infringement, direct infringers include end users of the www.worthingtonindustries.com website.

42. Defendant YRC Worldwide has infringed and continues to infringe the patent-in-suit directly by making, selling, offering for sale and/or using websites, including but not limited to www.yrcw.com and www.yrc.com/services/canada, that practice or embody the patented invention. Defendant YRC Worldwide has also infringed and continues to infringe contributorily, and/or through the inducement of others, by making, selling, offering for sale and/or using websites, including but not limited to www.yrcw.com and www.yrc.com/services/canada. With regards to Defendant's indirect infringement, direct infringers include end users of the www.yrcw.com and www.yrc.com/services/canada websites.

43. Webvention has been damaged as a result of Defendants' infringing conduct. Defendants are thus liable to Webvention in an amount that adequately compensates Webvention

for Defendants' infringement of the '294 patent—which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

44. Upon information and belief, Defendants' infringement of the '294 patent has been willful and deliberate, entitling Webvention to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### **JURY DEMAND**

45. Webvention hereby requests trial by jury pursuant to FED. R. CIV. P. 38.

#### **PRAYER FOR RELIEF**

46. Webvention respectfully requests the Court find in its favor and against Defendants, and that the Court grant Webvention the following relief:

47. Judgment that one or more claims of United States Patent No. 5,251,294 has been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants and/or by others to whose infringement Defendants have contributed and/or by others whose infringement has been induced by Defendants;

48. Judgment that Defendants account for and pay to Webvention all damages and costs incurred by Webvention due to Defendants' infringing activities and other conduct complained of herein;

49. A finding that Defendants' infringements were willful from the time that Defendants became aware of the infringing nature of their respective products and services, which is the time of filing of Plaintiff's Original Complaint at the latest, and a concomitant award of treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

50. A finding that this an exceptional case, and an award of reasonable attorney's fees and costs to Webvention in accordance with 35 U.S.C. § 285;

51. Grant of pre-judgment and post-judgment interest to Webvention on damages caused by Defendants' infringing activities and other conduct complained of herein; and

52. Grant of such other and further relief as the Court may deem just and proper to accord Webvention under the circumstances.

Respectfully Submitted,

Dated: September 1, 2011

**WEBVENTION LLC**

By: /s/ William E. Davis, III  
William E. Davis III  
Texas State Bar No. 24047416  
**The Davis Firm, PC**  
111 West Tyler Street  
Longview, Texas 75601  
Phone: 903-230-9090  
Fax: 903-230-9661

Eric M. Albritton  
Texas State Bar No. 00790215  
Stephen E. Edwards  
Texas State Bar No. 0784008  
Debra Coleman  
Texas State Bar No. 24059595  
Albritton Law Firm  
P.O. Box 2649  
Longview, Texas 75606  
Telephone: (903) 757-8449  
Facsimile: (903) 758-7397

**ATTORNEYS FOR PLAINTIFF**  
**WEBVENTION LLC**