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1 2 3 4 5 6 7	Sean E. Brearcliffe (AZ Bar No. 016861) RUSING & LOPEZ, P.L.L.C. 6262 North Swan Road, Suite 200 Tucson, Arizona 85718 E-mail: sbrearcliffe@rusingandlopez.com Tel: (520) 792-4800 Fax: (520) 529-4262 Attorneys for JEDI TECHNOLOGIES, INC.		
8 9	<b>FOR THE DISTRI</b> JEDI TECHNOLOGIES, INC., an Arizona corporation,	CT OF ARIZONA Case No.	
10	Plaintiff,	COMPLAINT FOR PATENT INFRINGEMENT	
11	vs.	JURY TRIAL DEMANDED	
12 13	SPEEDDATE.COM, INC., a Delaware corporation,		
14	Defendant.		
15	Plaintiff Jedi Technologies, Inc. complains of Defendant SpeedDate.com, Inc. as		
16	follows:		
17	NATURE	OF CASE	
18	1. This is a claim for patent infringement that arises under the patent laws of		
19	the United States, Title 35 of the United States Code. This Court has original jurisdiction		
20	over the subject matter of this claim under 28 U.S.C. §§ 1331 and 1338(a).		
21	PARTIES		
22	2. Jedi Technologies, Inc. ("Jedi Technologies") is an Arizona corporation that		
23	has a principal place of business at 11353 East Chuckwagon Circle, Tucson, Arizona,		
24	85749. Jedi Technologies is a privately held technology company that is involved in the		
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research and development of social networking and associated Internet technologies,
 including its website, www.matchmachine.com.

- 3 3. Jedi Technologies owns and has standing to sue for infringement of United 4 States Patent No. 7,401,098 B2, entitled "System and Method for the Automated 5 Notification of Compatibility Between Real-Time Network Participants," which 6 originally issued on July 15, 2008. After a reexamination involving numerous additional 7 items of prior art, the United States Patent and Trademark Office again confirmed the 8 validity on May 10, 2011 and issued Ex Parte Reexamination Certificate (8227th), United 9 States Patent No. 7,401,098 C1 (the "'098 Patent"). 10
- Jedi Technologies also owns and has standing to sue for infringement of
   United States Patent No. 7,885,977 B2 (the "977 Patent"), entitled "System and Method
   for the Automated Notification of Compatibility Between Real-Time Network
   Participants," which issued on February 8, 2011.
- 15 5. Defendant SpeedDate.com, Inc. ("SpeedDate") is a Delaware corporation
  16 that has a principal place of business at 50 Victoria Avenue, Suite 110, Millbrae,
  17 California, 94030.
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#### JURISDICTION AND VENUE

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   6. SpeedDate owns and operates an interactive online dating service which it
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   provides via its website <u>www.speeddate.com</u> and related URLs.
- 7. SpeedDate provides its interactive online dating service throughout the
  United States and conducts substantial business in this judicial district, including
  providing the interactive online dating services, technologies and methods accused of
  infringement to residents in this judicial district.
  - 2 -

8. 1 SpeedDate has provided and/or continues to provide its interactive online 2 dating service via its www.speeddate.com website to numerous website members that are 3 residents of Tucson, Arizona, including the following exemplary display names: Renee, 4 age 27; Alli, age 27; misty, age 30; Carla, age 23; Shirley, age 35; tabitha, age 30; Janie, 5 age 26; Stephanie, age 24; Amanda, age 35; Rhonda, age 28; Jere, age 24; milly, age 32; 6 Maria, age 33; indpndnt, age 36; dea, age 39; Carolyn, age 25; ANTOINETTE, age 30; 7 tanidra, age 30; Victoria, age 23; Ana, age 36; Cauline, age 36; Turquoise, age 27; 8 Michelle, age 37; clumsyroyalty, age 22; and babygirl89735, age 41; and others. 9

9. SpeedDate has provided and/or continues to provide interactive online
speed dates to its website members, including residents of Tucson, Arizona, through its
www.speeddate.com website.

13 10. SpeedDate has e-mailed and/or continues to email its website members,
 14 including residents of Tucson, Arizona, to solicit their participation in interactive online
 15 speed dates with other website members that SpeedDate hosts through its
 16 www.speeddate.com website.

17 11. SpeedDate has solicited and/or continues to solicit upgraded, paid
18 memberships to its website members, including residents of Tucson, Arizona, for \$15.95
19 per month, payable by Visa, Mastercard, Discover, Amex, JCB or Paypal, via its
20 www.speeddate.com website. For at least this reason, SpeedDate's online interaction
21 with its website members, including residents of Tucson, Arizona, is commercial in
22 nature.

12. SpeedDate is doing business in this judicial district, has purposefully
availed itself of the privilege of conducting business in this judicial district, thereby

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invoking its benefits and protections, has established sufficient minimum contacts with
 the State of Arizona such that it should reasonably and fairly anticipate being brought
 into court in Arizona, and has purposefully reached out to and directed its activities at
 residents of Arizona. The patent infringement claims alleged herein arise out of or result
 from one or more of the foregoing activities.

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## 13. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(d) and 1400(b).

### **CLAIMS FOR PATENT INFRINGEMENT**

# COUNT I – INFRINGEMENT OF U.S. PATENT NO. 7,401,098 C1

14. SpeedDate has infringed and continues to infringe at least claim 4 of the 10 '098 Patent by, among other activities, making, using and/or conducting business through 11 the social networking and online dating service website www.speeddate.com, including 12 e-mailing its members to solicit further activity on the www.speeddate.com website, in a 13 14 manner which is covered by at least claim 4 of the '098 Patent in the United States 15 pursuant to 35 U.S.C. § 271(a). SpeedDate has and continues to expand its afore-16 mentioned infringement to the mobile market by developing, providing, serving and 17 supporting its SpeedDate.com Apple iPad and iPhone applications.

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15. To the extent required by law, Jedi Technologies has complied with the
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provisions of 35 U.S.C. § 287 with respect to the '098 Patent.

- 16. The acts of infringement of the '098 Patent by SpeedDate have injured Jedi Technologies, and Jedi Technologies is entitled to recover damages adequate to compensate it for such infringement from SpeedDate, but, in no event less than a reasonable royalty. Further, the acts of infringement of the '098 Patent by SpeedDate
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1 have injured and will continue to injure Jedi Technologies unless and until this Court
2 enters an injunction prohibiting further infringement of the '098 Patent.

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### COUNT II – INFRINGEMENT OF U.S. PATENT NO. 7,885,977 B2

17. SpeedDate has infringed and continues to infringe at least claims 1, 2 and 3 of the '977 Patent by, among other activities, making, using and/or conducting business through the social networking and online dating service website <u>www.speeddate.com</u>, including accessing its members' Facebook accounts to collect data, in a manner which is covered by at least claims 1, 2 and 3 of the '977 Patent in the United States pursuant to 35 U.S.C. § 271(a).

18. To the extent required by law, Jedi Technologies has complied with the
provisions of 35 U.S.C. § 287 with respect to the '977 Patent.

19. The acts of infringement of the '977 Patent by SpeedDate have injured Jedi 13 14 Technologies, and Jedi Technologies is entitled to recover damages adequate to 15 compensate it for such infringement from SpeedDate, but, in no event less than a 16 reasonable royalty. Further, the acts of infringement of the '977 Patent by SpeedDate 17 have injured and will continue to injure Jedi Technologies unless and until this Court 18 enters an injunction prohibiting further infringement of the '977 Patent. 19 WHEREFORE, Plaintiff Jedi Technologies respectfully asks this Court to enter 20 judgment against Defendant SpeedDate.com, Inc. and against its subsidiaries, successors, 21 parents, affiliates, officers, directors, agents, servants, employees, and all persons in 22 active concert or participation with them, jointly and severally, granting the following 23 relief: 24

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1	a. The entry of judgment in favor of Jedi Technologies and against			
2	SpeedDate;			
3	b. An award of damages adequate to compensate Jedi Technologies for			
4	the infringement that has occurred, but in no event less than a reasonable royalty			
5	as permitted by 35 U.S.C. § 284, together with prejudgment interest from the date			
6	the infringement began;			
7	c. A finding that this case is exceptional and an award to Jedi			
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9	Technologies of its reasonable attorneys' fees and costs as provided by 35 U.S.C. §			
10	285;			
11	d. A permanent injunction prohibiting further infringement of the '098			
12	and '977 Patents; and			
13	e. Such other relief that Jedi Technologies is entitled to under law, and			
14	any other and further relief that this Court or a jury may deem just and proper.			
15	JURY DEMAND			
16	Jedi Technologies demands a trial by jury on all issues presented in this			
17	Complaint.			
18	Thursday, May 19, 2011			
19	/s/ Sean E. Brearcliffe			
20	Sean E. Brearcliffe			
21	RUSING & LOPEZ, P.L.L.C. 6262 North Swan Road, Suite 200			
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23	Tel: (520) 792-4800 Fax: (520) 529-4262			
24	Raymond P. Niro (IL Bar No. 2054930)			
25	Raymond P. Niro, Jr. (IL Bar No. 6207468)			
26	- 6 -			

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