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13 Attorneys for Plaintiff
EIT Holdings LLC

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 EIT HOLDINGS LLC, a Delaware company
18 Plaintiff,

19 vs.

20 YELP!, INC., a Delaware corporation;
TICKETMASTER L.L.C., a Virginia
21 Corporation;
NETFLIX, INC., a Delaware Corporation;
22 LINKEDIN CORPORATION, a Delaware
Corporation;
23 MEMORY LANE, INC., a Washington
Corporation;
24 eHARMONY.COM, Inc., a Delaware
Corporation;
25 MONSTER WORLDWIDE, Inc., a Delaware
Corporation;
26 THESTREET.COM, Inc., a Delaware
Corporation;
27 And
PRICELINE.COM, Inc., a Delaware
28 Corporation;
Defendants.

CASE NO. C10-05623 JCS

**THIRD AMENDED COMPLAINT
FOR: PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

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THIRD AMENDED COMPLAINT

Plaintiff EIT Holdings LLC (“Plaintiff” or “EIT”), files this Third Amended Complaint against Yelp! Inc. (“Yelp”), Ticketmaster L.L.C. (“Ticketmaster”), Netflix, Inc. (“Netflix”), LinkedIn Corporation (“LinkedIn”), Memory Lane, Inc. (“Memory Lane”), eHarmony.com, Inc. (“eHarmony”), Monster Worldwide, Inc. (“Monster”), TheStreet.com, Inc. (“TheStreet”) and Priceline.com, Inc. (“Priceline”) (collectively “Defendants”) alleging as follows:

THE PARTIES

1. Plaintiff, EIT Holdings LLC is a limited liability company organized under the laws of the state of Delaware, having its principal place of business at 2711 Centerville Road, Suite 400, Wilmington, DE, 19808.

2. Defendant Yelp, on information and belief, is a corporation organized under the laws of the State of Delaware, and has a principal place of business at 650 Mission St., 2nd Floor, San Francisco, CA 9410. Yelp may be served with process by serving registered agent, Laurence Wilson, 706 Mission Street, 9th Floor, San Francisco, CA 94103.

3. Defendant Ticketmaster, on information and belief, is a corporation organized under the laws of the State of Virginia, and has a principal place of business at 8800 W. Sunset Blvd, West Hollywood, CA. 90069. Ticketmaster may be served through its registered agent Corporation Service Company at 11 South 12th Street, Richmond, VA. 23219-4053.

4. Defendant Netflix, on information and belief, is a corporation organized under the laws of the state of Delaware, and has a principal place of business at 100 Winchester Circle, Los Gatos, CA 05032. Netflix may be served through its registered agent National Registered Agents at 2875 Michelle, Suite 100, Irvine, CA 92606-1024.

5. Defendant LinkedIn, on information and belief, is a corporation organized under the laws of the state of Delaware, and has a principal place of business at 2029 Stierlin Ctr., Mountain View, CA, 94043. LinkedIn may be served through its registered agent Lawyers Incorporating Service, 2730 Gateway Oaks Drive, St. 100, Sacramento, CA 95833.

6. Defendant Memory Lane, Inc, formerly Classmates Online, Inc. on information and

1 belief, is a corporation organized under the laws of the state of Washington, and has a principal
2 place of business at 21301 Burbank Blvd., Woodland Hills, CA 91367-6679.. Memory Lane can
3 be served through its registered agent Bradley D. Toney, 333 Elliott Ave W, Seattle, WA 98119-
4 4174.

5 7. Defendant eHarmony, on information and belief, is a corporation organized under
6 the laws of the state of Delaware, and has a principal place of business at 888 E. Walnut Ave.,
7 Pasadena, CA 91101. eHarmony can be served through its registered agent Lawyers Incorporating
8 Service, 2730 Gateway Oaks Drive, Ste. 100, Sacramento, CA 95833.

9 8. Defendant Monster, on information and belief, is a corporation organized under the
10 laws of the state of Delaware, and has a principal place of business at 622 Third Ave., New York,
11 NY 10017-6707. Monster may be served through its registered agent California, IN, 2730
12 Gateway Oaks Dr. Ste. 100, Sacramento, CA 95833-3505.

13 9. Defendant TheStreet.com, Inc., on information and belief, is a corporation
14 organized under the laws of the state of Delaware and has a principal place of business at 14 Wall
15 Street, 15th Floor, New York, NY 10005.

16 10. Defendant Priceline.com Incorporated, on information and belief, is a corporation
17 organized under the laws of the state of Delaware, and has a principal place of business at 800
18 Connecticut Ave., Norwalk, CT 06854-9998.

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21 **JURISDICTION & VENUE**

22 11. This is an action for infringement of a United States patent. Accordingly, this
23 action arises under the patent laws of the United States of America, 35 U.S.C. § 1 *et seq.*, and
24 jurisdiction is properly based on 35 U.S.C. § 271 and 28 U.S.C. § 1338(a).

25 12. Venue is proper in this district under 28 U.S.C. §§ 1391(b-c) and 1400(b). Upon
26 information and belief, each of the Defendants transacts or has transacted business in this judicial
27 district, or committed and/or induced acts of patent infringement in this district.

28 **PATENT INFRINGEMENT COUNT**

1 13. On October 27, 1998, United States Patent No. 5,828,837 (“the ‘837 patent”)
2 entitled “Computer Network System and Method for Efficient Information Transfer” was duly and
3 legally issued. EIT holds the title by mesne assignments from the inventor, including the right to
4 sue for past, present and future damages. A copy of the ‘837 patent is attached as Exhibit A. The
5 ‘837 patent is directed to a method and system that maintains a profile for registered users and
6 then transmits references to target information to the users based on their profile.
7

8 14. Pursuant to 35 U.S.C. § 282, the ‘837 patent is presumed valid.

9 15. The Defendants each provide websites that provide commercial and non-
10 commercial information or allow users to buy products or services. Their websites allow users to
11 register and create a user account, which includes a unique id such as a unique email address or a
12 user defined unique username for ordering or accessing information. The Defendants receive and
13 store information about the users in a database through the use of a web connected server. When a
14 registered user accesses a Defendant’s website, references to commercial and non-commercial
15 target information, such as advertisements, additional content on areas of interest or information
16 about additional products, are transmitted to the user and displayed on his or her web accessible
17 device including but not limited to a desktop computer, a laptop computer, a mobile phone or a
18 game console. The Defendants determine appropriate target information for each user based on
19 the user profile information including but not limited to demographics, personal preferences,
20 interests, past content viewing history and past purchase history.
21

22 16. Yelp, on information and belief, utilizes a computer network system and method
23 for transferring information that infringes at least claims 40 and 41 of the ‘837 patent by utilizing
24 the features described in Paragraph 15 on at least its website www.yelp.com, and/or other websites
25 utilizing similar features. By making, operating, using and/or selling such websites, Yelp has
26 infringed and continues to infringe, contribute to the infringement of, or induce the infringement
27 of at least claims 40 and 41 of the ‘837 patent, either literally or under the doctrine of equivalents.
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1 17. Accordingly, Yelp's acts of infringement of the '837 patent, as alleged above, have
2 injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to compensate it for
3 Yelp's acts of infringement, which in no event can be less than a reasonable royalty.

4 18. Ticketmaster, on information and belief, utilizes a computer network system and
5 method for transferring information that infringes at least claims 40 and 41 of the '837 patent, by
6 utilizing the features described in Paragraph 15 on at least its website www.ticketmaster.com,
7 www.livenation.com and/or other websites utilizing similar features. By making, operating, using
8 and/or selling such websites, Ticketmaster has infringed and continues to infringe, contribute to
9 the infringement of, or induce the infringement of at least claims 40 and 41 of the '837 patent,
10 either literally or under the doctrine of equivalents.

11 19. Accordingly, Ticketmaster's acts of infringement of the '837 patent, as alleged
12 above, have injured Plaintiff and thus, Plaintiff is entitled to recover damages adequate to
13 compensate it for Ticketmaster's acts of infringement, which in no event can be less than a
14 reasonable royalty.

15 20. Netflix, on information and belief, utilizes a computer network system and method
16 for transferring information that infringes at least claims 40 and 41 of the '837 patent, by utilizing
17 the features described in Paragraph 15 on at least its website www.netflix.com and/or other
18 websites utilizing similar features. By making, operating, using and/or selling such websites,
19 Netflix has infringed and continues to infringe, contribute to the infringement of, or induce the
20 infringement of at least claims 40 and 41 of the '837 patent, either literally or under the doctrine
21 of equivalents.

22 21. Accordingly, Netflix's acts of infringement of the '837 patent, as alleged above,
23 have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to compensate it
24 for Netflix's acts of infringement, which in no event can be less than a reasonable royalty.

25 22. LinkedIn, on information and belief, utilizes a computer network system and
26 method for transferring information that infringes at least claims 40 and 41 of the '837 patent, by
27 utilizing the features described in Paragraph 15 on at least its website www.linkedin.com and/or
28 other websites utilizing similar features. By making, operating, using and/or selling such websites,

1 LinkedIn has infringed and continues to infringe, contribute to the infringement of, or induce the
2 infringement of at least claims 40 and 41 of the '837 patent, either literally or under the doctrine
3 of equivalents.

4 23. Accordingly, the LinkedIn's acts of infringement of the '837 patent, as alleged
5 above, have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to
6 compensate it for LinkedIn's acts of infringement, which in no event can be less than a reasonable
7 royalty.

8 24. Memory Lane, on information and belief, utilizes a computer network system and
9 method for transferring information that infringes at least claims 40 and 41 of the '837 patent, by
10 utilizing the features described in Paragraph 15 on at least its website www.classmates.com and/or
11 other websites utilizing similar features. By making, operating, using and/or selling such
12 products, Memory Lane has infringed and continues to infringe, contribute to the infringement of,
13 or induce the infringement of at least claims 40 and 41 of the '837 patent, either literally or under
14 the doctrine of equivalents.

15 25. Accordingly, Memory Lane's acts of infringement of the '837 patent, as alleged
16 above, have injured Plaintiff and thus, Plaintiff is entitled to recover damages adequate to
17 compensate it for Memory Lane's acts of infringement, which in no event can be less than a
18 reasonable royalty.

19 26. eHarmony, on information and belief, utilizes a computer network system and
20 method for transferring information that infringes at least claims 40 and 41 of the '837 patent, by
21 utilizing the features described in Paragraph 15 on at least its website www.eharmony.com and/or
22 other websites utilizing similar features. By making, operating, using and/or selling such
23 websites, eHarmony has infringed and continues to infringe, contribute to the infringement of, or
24 induce the infringement of at least claims 40 and 41 of the '837 patent, either literally or under the
25 doctrine of equivalents.

26 27. Accordingly, eHarmony's acts of infringement of the '837 patent, as alleged above,
27 have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to compensate it
28 for eHarmony's acts of infringement, which in no event can be less than a reasonable royalty.

1 28. Monster, on information and belief, utilizes a computer network system and
2 method for transferring information that infringes at least claims 40 and 41 of the '837 patent, by
3 utilizing the features described in Paragraph 15 on at least its website www.monster.com and/or
4 other websites utilizing similar features. By making, operating, using and/or selling such
5 websites, Monster has infringed and continues to infringe, contribute to the infringement of, or
6 induce the infringement of at least claims 40 and 41 of the '837 patent, either literally or under the
7 doctrine of equivalents.

8 29. Accordingly, Monster's acts of infringement of the '837 patent, as alleged above,
9 have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to compensate it
10 for Monster's acts of infringement, which in no event can be less than a reasonable royalty.

11 30. TheStreet, on information and belief, utilizes a computer network system and
12 method for transferring information that infringes at least claims 40 and 41 of the '837 patent by
13 utilizing the features described in Paragraph 15 on at least its website www.thestreet.com, and/or
14 other websites utilizing similar features. By making, operating, using and/or selling such
15 websites, TheStreet has infringed and continues to infringe, contribute to the infringement of, or
16 induce the infringement of at least claims 40 and 41 of the '837 patent, either literally or under the
17 doctrine of equivalents.

18 31. Accordingly, the TheStreet's acts of infringement of the '837 patent, as alleged
19 above, have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to
20 compensate it for TheStreet's acts of infringement, which in no event can be less than a reasonable
21 royalty.

22 32. Priceline, on information and belief, utilizes a computer network system and
23 method for transferring information that infringes at least claims 40 and 41 of the '837 patent by
24 utilizing the features described in Paragraph 15 on at least its website www.priceline.com and/or
25 other websites utilizing similar features. By making, operating, using and/or selling such
26 websites, Priceline has infringed and continues to infringe, contribute to the infringement of, or
27 induce the infringement of at least claims 40 and 41 of the '837 patent, either literally or under the
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1 doctrine of equivalents.

2 33. Accordingly, Priceline's acts of infringement of the '837 patent, as alleged above,
3 have injured Plaintiff and, thus, Plaintiff is entitled to recover damages adequate to compensate it
4 for theStreet's acts of infringement, which in no event can be less than a reasonable royalty.

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8 **DEMAND FOR JURY TRIAL**

9 34. Plaintiff hereby demands a jury trial on all claims and issues.

10 **PRAYER FOR RELIEF**

11 Wherefore, Plaintiff prays for entry of judgment:

12 A. that Defendant Yelp! Inc. has infringed one or more claims, specifically claims 40
13 and 41, of the '837 patent;

14 B. that Defendant Yelp!, Inc. accounts for and pays to Plaintiff all damages caused by
15 the infringement of the '837 patent, which by statute can be no less than a reasonable royalty;

16 C. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
17 caused to them by reason of Defendant Yelp!, Inc.'s infringement of the '837 patent;

18 D. that Defendant Ticketmaster, L.L.C. has infringed one or more claims, specifically
19 claims 40 and 41, of the '837 patent;

20 E. that Defendant Ticketmaster, L.L.C. accounts for and pays to Plaintiff all damages
21 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
22 royalty;

23 F. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
24 caused to them by reason of Defendant Ticketmaster L.L.C.'s infringement of the '837 patent;

25 G. that Defendant Netflix, Inc. has infringed one or more claims, specifically claims
26 40 and 41, of the '837 patent;

27 H. that Defendant Netflix, Inc. accounts for and pays to Plaintiff all damages caused
28 by the infringement of the '837 patent, which by statute can be no less than a reasonable royalty;

1 I. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
2 caused to them by reason of Defendant Netflix Inc.'s infringement of the '837 patent;

3 J. that Defendant Linkedin Corporation has infringed one or more claims, specifically
4 claims 40 and 41, of the '837 patent;

5 K. that Defendant Linkedin Corporation accounts for and pays to Plaintiff all damages
6 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
7 royalty;

8 L. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
9 caused to them by reason of Defendant Linkedin Corporation's infringement of the '837 patent;

10 M. that Defendant Memory Lane, Inc. has infringed one or more claims, specifically
11 claims 40 and 41, of the '837 patent;

12 N. that Defendant Memory Lane, Inc. accounts for and pays to Plaintiff all damages
13 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
14 royalty;

15 O. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
16 caused to them by reason of Defendant Memory Lane, Inc.'s infringement of the '837 patent

17 P. that Defendant eHarmony.com, Inc. has infringed one or more claims, specifically
18 claims 40 and 41 of the '837 patent;

19 Q. that Defendant eHarmony.com, Inc. accounts for and pays to Plaintiff all damages
20 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
21 royalty;

22 R. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
23 caused to them by reason of Defendant eHarmony.com, Inc.'s infringement of the '837 patent;

24 S. that Plaintiff be granted its attorneys' fees in this action;

25 T. that Defendant Monster Worldwide, Inc. has infringed one or more claims,
26 specifically claims 40 and 41, of the '837 patent;

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1 U. that Defendant Monster Worldwide, Inc. accounts for and pays to Plaintiff all
2 damages caused by the infringement of the '837 patent, which by statute can be no less than a
3 reasonable royalty;

4 V. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
5 caused to them by reason of Defendant Monster Worldwide Inc.'s infringement of the '837 patent;

6 W. that Defendant The Street.com, Inc. has infringed one or more claims, specifically
7 claims 40 and 41, of the '837 patent;

8 X. that Defendant TheStreet.com, Inc. accounts for and pays to Plaintiff all damages
9 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
10 royalty;

11 Y. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
12 caused to them by reason of Defendant TheStreet.com, Inc.'s infringement of the '837 patent;

13 Z. that Defendant Priceline.com, Inc. has infringed one or more claims, specifically
14 claims 40 and 41, of the '837 patent;

15 AA. that Defendant Priceline.com, Inc. accounts for and pays to Plaintiff all damages
16 caused by the infringement of the '837 patent, which by statute can be no less than a reasonable
17 royalty;

18 BB. that Plaintiff be granted pre-judgment and post-judgment interest on the damages
19 caused to them by reason of Defendant Priceline.com, Inc.'s infringement of the '837 patent;

20 CC. that costs be awarded to Plaintiff and

21 DD. that Plaintiff be granted such other and further relief as the Court may deem just
22 and proper under the current circumstances.

23 **CERTIFICATE OF CONFERENCE**

24 I hereby certify that on April 4,2011, I conferenced with Ryan Kent, who represents
25 Defendants Yelp!, Inc., Ticketmaster L.L.C., Netflix, Inc. LinkedIn Corp., eHarmony.com,
26 TheStreet.com, Inc. and Priceline.com, Inc. Mr. Kent has consented to the filing of this Third
Amended Complaint.

27 /s/ Edward W. Goldstein

28

1 Dated: April 4, 2011

Respectfully submitted,

2
3 /s/ Edward W. Goldstein
4 Edward W. Goldstein (Pro Hac Vice)
5 Corby R. Vowell (Pro Hac Vice)
6 Alisa A. Lipski (Pro Hac Vice)
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15 ATTORNEYS FOR PLAINTIFF

16
17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on April 4, 2011, I electronically filed the foregoing document with
19 the Clerk of the Court using this court's CM/ECF system, which will automatically send e-mail
20 notification of such filing to all counsel who have entered in an appearance in this action.
21 Pursuant to General Order 45(IX)(A), the e-mail notification constitutes service to those counsel
of record.

22 /s/ Edward W. Goldstein
23 Edward W. Goldstein