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STREETSPACE, INC.

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
10

11 STREETSPACE, INC., a Delaware  
12 corporation,

13 Plaintiff,

14 vs.

15 GOOGLE INC., a Delaware corporation;  
ADMOB, INC., a Delaware corporation;  
16 APPLE INC., a California corporation;  
QUATTRO WIRELESS, INC., a Delaware  
17 corporation; NOKIA CORPORATION, a  
foreign corporation; NOKIA INC., a  
18 Delaware corporation; NAVTEQ  
CORPORATION, a Delaware corporation;  
19 MILLENNIAL MEDIA, INC., a Delaware  
corporation; JUMPTAP, INC., a Delaware  
20 corporation; and DOES 1 through 20,  
inclusive,

21 Defendants.  
22

CASE NO. 3:10-CV-01757-LAB-AJB

**FIRST AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

Judge: Hon. Larry A. Burns

Action Filed: August 23, 2010

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1 Plaintiff Streetspace, Inc. (“Streetspace” or “Company”) hereby submits, as matter of  
2 right, its First Amended Complaint against Google Inc.; Admob, Inc.; Apple Inc.; Quattro  
3 Wireless, Inc.; Nokia Corporation; Nokia Inc.; NAVTEQ Corporation; Millennial Media, Inc.;  
4 Jumptap, Inc.; and DOES 1 through 20 (collectively “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This action involves patented technology relating to the facilitation, delivery, and  
7 display of a personalized Internet experience and personalized location-based services including,  
8 among other things, targeted advertising to consumers. Targeted advertising is a type of  
9 advertising whereby advertisements are intelligently selected for display on a consumer’s  
10 Internet-enabled terminal by analyzing collected consumer data, which may include a consumer’s  
11 private and confidential information such as, but not limited to, a consumer’s profile, terminal  
12 location, and/or terminal usage history, e.g., the consumer’s online behavior or past clickstream.

13 2. The Federal Trade Commission generally defines “consumer data” as data that can  
14 be “reasonably linked to a specific consumer, computer, or other device.” *See* Protecting  
15 Consumer Privacy in an Era of Rapid Change – A Proposed Framework for Businesses and  
16 Policymakers, Preliminary FTC Staff Report, Federal Trade Commission (December 2010).  
17 “Consumers live in a world where information is collected about their purchasing behavior,  
18 online browsing habits, and other online and offline activity is collected, analyzed, combined,  
19 used, and shared, often instantaneously and invisibly.” *See id.* at *i*.

20 3. All Defendants collect, analyze, use, and/or share consumer data to identify (or at  
21 least predict) the needs and desires of consumers, including without limitation those located in or  
22 passing through San Diego, California. Defendants tap into vast databases of consumers’ online  
23 behavior, which are mainly gathered surreptitiously by tracking technologies that have become  
24 ubiquitous on web sites and in application software (a.k.a., “application” or “app”) associated  
25 with consumer terminals, e.g., handheld computers such as smartphones. Consumer data  
26 including online behavior is often collected without the respective consumer’s knowledge or  
27 consent. Using statistical analysis, Defendants are able to make assumptions about the proclivities  
28 of an online consumer.



1 simply “walk up to the Web” in thousands of retail locations, shopping malls, banks, transit hubs,  
2 restaurants, cafés and places of interest for quick check-ins for email, information, or online  
3 services to users “on the go.” The Street Linc terminal engages users at the point they are most  
4 likely to conduct a retail transaction, book a ticket, or make a purchase query.

5 9. IDEO, a design and innovation consulting firm, provided industrial design for the  
6 Street Linc terminal. IDEO is known for creating Apple’s first mouse. Streetspace was awarded  
7 U.S. Design Patent Nos. D433,679 and D451,916, on November 14, 2000, and December 11,  
8 2001, respectively, for the innovative design of the Street Linc terminal.

9 10. Street Linc terminals were also deployed during the 2002 Winter Olympic Games  
10 in the Olympic Village at Salt Lake City, Utah. Users were able to browse information on sports  
11 venues, events and results as well as general information such as hotels and tourist sites in Salt  
12 Lake City.

13 11. Streetspace currently markets and sells terminals under the brand name, The Web  
14 Station™. Streetspace Web Stations are deployed as Internet banking terminals by leading  
15 Malaysian banks such as Maybank, CIMB Bank and AFFIN Bank. Streetspace Web Stations are  
16 also deployed by the Ministry of Human Resources, Malaysia.

17 12. Another of Streetspace’s premier, licensed products is Streetpartner™, which is a  
18 web-based network management tool that allows Streetspace customers to remotely operate Web  
19 Stations. Streetpartner also allows network managers, businesses and retailers to monitor and  
20 analyze users’ locations, profiles, and network usage histories, thus enabling them to deliver  
21 personalized content (such as targeted advertising and/or location-based services) across the Web  
22 Station network. Indeed, Streetspace markets its technology as providing retailers and partners  
23 with the opportunity to deliver targeted and/or personalized advertisements to specific customers  
24 based on user profile, usage history, time, and/or location.

25 13. Streetspace continues to license Streetpartner and sell terminals.

26 **DEFENDANT GOOGLE**

27 14. Streetspace is informed and believes and based thereon alleges that defendant  
28 Google Inc. (“Google”) is a corporation organized and existing under the laws of the State of

1 Delaware with its principal place of business at 1600 Amphitheatre Parkway, Mountain View,  
2 California 94043.

3 15. Streetspace is informed and believes and based thereon alleges that Google is in  
4 the business (among other things) of collecting, analyzing, using, and/or sharing (with third  
5 parties) consumer data to facilitate and/or deliver a personalized Internet experience including,  
6 among other things, targeted advertising (such as those represented by or associated with  
7 Google's AdSense, AdWords, and Google Mobile Ads) and other personalized location-based  
8 services to consumers. According to Google's Privacy Policy (March 11, 2009), Google collects,  
9 among other things, personal information, log information, and location data for the purpose of  
10 "providing our services, including the display of customized content and advertising."

11 **DEFENDANT ADMOB**

12 16. Streetspace is informed and believes and based thereon alleges that defendant  
13 Admob, Inc. ("Admob") is a corporation organized and existing under the laws of the State of  
14 Delaware with its principal place of business at 1600 Amphitheatre Parkway, Mountain View,  
15 CA 94043.

16 17. Streetspace is informed and believes and based thereon alleges that Google  
17 acquired Admob for \$750 million in April 2010. Defendant Apple Inc. had also expressed  
18 interest in purchasing Admob the same year, but was out-bid by Google.

19 18. Streetspace is informed and believes and based thereon alleges that Google directs  
20 and/or controls, and is jointly and severally liable for, the infringing activities of Admob.

21 19. Streetspace is informed and believes and based thereon alleges that Admob is in  
22 the business of (among other things) collecting, analyzing, using, and/or sharing (with third  
23 parties) consumer data to facilitate and/or deliver a personalized Internet experience including  
24 targeted advertising to consumers. According to Admob's Privacy Policy (October 30, 2009),  
25 Admob provides mobile advertising services to advertisers and publishers. AdMob collects  
26 certain information about visitors to publishers' sites that connect to the Admob mobile  
27 advertising services. Admob automatically collects and receives information about those visitors  
28 such as, but not limited to, browser identifiers, session information, browser cookies, device type,

1 carrier provider, IP addresses, unique device ID, carrier user ID, geo-location information, sites  
2 visited and clicked-on advertisements displayed. Admob may track that information over time  
3 and over multiple publishers' sites and use non-personally identifiable information collected from  
4 such visitors to provide reports to advertisers and others and to help Admob display  
5 advertisements that may be of interest to visitors.

6 **DEFENDANT APPLE**

7 20. Streetspace is informed and believes and based thereon alleges that defendant  
8 Apple Inc. ("Apple") is a corporation organized and existing under the laws of the State of  
9 California with its principal place of business at 1 Infinite Loop, M/S 3-PAT, Cupertino,  
10 California 95014.

11 21. Streetspace is informed and believes and based thereon alleges that Apple is in the  
12 business (among other things) of collecting, analyzing, using, and/or sharing (with third parties)  
13 consumer data to facilitate and/or deliver a personalized Internet experience including, among  
14 other things, targeted advertising (such as those represented by or associated with Apple's iAd  
15 advertising system) and other personalized location-based services to consumers. According to  
16 Apple's Privacy Policy (available at [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy)), Apple uses cookies and  
17 collects personal information and location information to develop and deliver advertising.

18 **DEFENDANT QUATTRO WIRELESS**

19 22. Streetspace is informed and believes and based thereon alleges that defendant  
20 Quattro Wireless, Inc. ("Quattro Wireless") is a corporation organized and existing under the laws  
21 of the State of Delaware with its principal place of business at 260 Charles Street, Waltham,  
22 Massachusetts 02453.

23 23. Streetspace is informed and believes and based thereon alleges that Apple acquired  
24 Quattro Wireless for \$275 million in January 2010.

25 24. Streetspace is informed and believes and based thereon alleges that Apple shut  
26 down Quattro Wireless' advertising network as of September 2010 to focus exclusively on its iAd  
27 advertising system.

28 25. Streetspace is informed and believes and based thereon alleges that Apple directs

1 and/or controls (or used to direct and/or control), and is jointly and severally liable for, the  
2 infringing activities of Quattro Wireless.

3 26. Streetspace is informed and believes and based thereon alleges that Quattro  
4 Wireless is in the business of collecting, analyzing, using, and sharing (with third parties)  
5 consumer data to facilitate and/or deliver a personalized Internet experience including targeted  
6 advertising to consumers. According to Quattro Wireless' Privacy Policy, Quattro Wireless  
7 collects personally identifiable information and mobile consumer information such as, but not  
8 limited to site click-thru behavior and ads visited. Quattro Wireless also assembles non-personal  
9 behavioral, location and/or demographic clusters in order to facilitate optimal ad matching.

10 **THE NOKIA DEFENDANTS**

11 27. Streetspace is informed and believes and based thereon alleges that defendant  
12 Nokia Corporation is a foreign public limited liability company organized and existing under the  
13 laws of the Republic of Finland with its principal place of business at Keilalahdentie 4, P.O. Box  
14 226, FI-00045, Espoo, Finland.

15 28. Streetspace is informed and believes and based thereon alleges that defendant  
16 Nokia Inc. is a wholly-owned subsidiary of Nokia Corporation with its principal place of business  
17 at 102 Corporate Park Drive, White Plains, New York 10604.

18 29. Streetspace is informed and believes and based thereon alleges that Nokia  
19 Corporation directs and /or controls, and is jointly and severally liable for, the infringing acts of  
20 Nokia Inc.

21 30. Streetspace is informed and believes and based thereon alleges that Nokia  
22 Corporation and Nokia Inc. are in the business (among other things) of collecting, analyzing,  
23 using, and/or sharing (with third parties) consumer data to facilitate and/or deliver a personalized  
24 Internet experience including, among other things, targeted advertising and other personalized  
25 location-based services to consumers. According to Nokia's Privacy Policy (March 12, 2008),  
26 Nokia collects personal information and certain technical information (including, but not limited  
27 to IP-address, access times, the website a user linked from, pages visited, links used, and the  
28 adbanners viewed), to display customized content and advertising.

1 31. Streetspace is informed and believes and based thereon alleges that Navteq  
2 Corporation (“Navteq”) is a corporation organized and existing under the laws of the State of  
3 Delaware with its principal place of business at 425 W. Randolph Street, Chicago, Illinois 60606.

4 32. Streetspace is informed and believes and based thereon alleges that Navteq is a  
5 wholly-owned subsidiary of Nokia Corporation and/or Nokia Inc. Navteq was purchased for \$8.1  
6 billion on July 10, 2008. Streetspace is further informed and believes and based thereon alleges  
7 that Nokia Corporation and/or Nokia Inc. directs and/or controls, and is/are jointly and severally  
8 liable for, the infringing acts of Navteq.

9 33. Streetspace is informed and believes and based thereon alleges that Navteq is in  
10 the business (among other things) of collecting, analyzing, using, and/or sharing (with third  
11 parties) consumer data to facilitate and/or deliver a personalized Internet experience including,  
12 among other things, targeted advertising (such as those represented by or associated with  
13 Navteq’s LocationPoint Advertising service) and other personalized location-based services to  
14 consumers. According to Navteq’s Privacy Policy (February 2010), Navteq collects personal  
15 information, certain technical information, and location data to display advertising customized to  
16 a recipient’s interests and preferences.

17 **DEFENDANT MILLENNIAL MEDIA**

18 34. Streetspace is informed and believes and based thereon alleges that defendant  
19 Millennial Media, Inc. (“Millennial Media”) is a corporation organized and existing under the  
20 laws of the State of Delaware with its principal place of business at 2400 Boston Street, 3<sup>rd</sup> Floor  
21 Suite 308, Baltimore, Maryland 21224.

22 35. Streetspace is informed and believes and based thereon alleges that Millennial  
23 Media is in the business of collecting, analyzing, using, and/or sharing consumer data (with third  
24 parties) to facilitate and/or deliver a personalized Internet experience including targeted  
25 advertising (such as those represented by or associated with Millennial Media’s MYDAS  
26 advertising platform and UMPIRE ad serving technology) to consumers. According to Millennial  
27 Media’s Privacy Policy, Millennial Media collects consumer data to deliver better targeted  
28 marketing messages to consumers.



1 **DEFENDANT JUMPTAP**

2 36. Streetspace is informed and believes and based thereon alleges that defendant  
3 Jumptap, Inc. (“Jumptap”) is a corporation organized and existing under the laws of the State of  
4 Delaware with its principal place of business at 10 Canal Park, 5<sup>th</sup> Floor, Cambridge,  
5 Massachusetts 02141.

6 37. Streetspace is informed and believes and based thereon alleges that Jumptap is in  
7 the business of collecting, analyzing, using, and/or sharing (with third parties) consumer data to  
8 facilitate and/or deliver a personalized Internet experience including targeted advertising to  
9 consumers. According to Jumptap’s Privacy Policy, Jumptap provides mobile advertising  
10 technology and services to its partners (publishers of mobile web sites and wireless carriers), and  
11 operates a mobile advertising network. When Jumptap serves ads for its partners or on its  
12 network, Jumptap seeks to make the ads more relevant to users’ interests. Jumptap and its  
13 partners do this by matching the ads to characteristics such as the time of day, carrier network,  
14 content of the site, application or page on which the ad is displayed, the type of mobile device and  
15 web browser used, anonymous information about the browsing behavior or search queries of the  
16 user and other information including data provided by its partners. To assist in tracking a user’s  
17 activity, Jumptap or its partners may use a mobile browser cookie, a unique but anonymous  
18 identifier.

19 **DOES 1 THROUGH 20**

20 38. Streetspace is ignorant of the true names and capacities of the parties sued herein  
21 as DOES 1 through 20, inclusive, whether individual, corporate or otherwise, and therefore sues  
22 these defendants by such fictitious names. Streetspace will amend the complaint to assert their  
23 true names when they have been ascertained. Streetspace is informed and believes and based  
24 thereon alleges that all defendants sued herein as DOES 1 through 20 are in some manner  
25 responsible for the acts and omissions alleged herein.

26 **JURISDICTION AND VENUE**

27 39. This lawsuit is an action for patent infringement arising under the patent laws of  
28 the United States, 35 U.S.C. § 271, *et seq.* Accordingly, this Court has exclusive subject matter

1 jurisdiction over this action under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a).

2 40. This Court has personal jurisdiction over Google because it is a resident of  
3 California, conducts business in California and this judicial district, and has committed acts of  
4 patent infringement in California and this judicial district, such as facilitating and delivering a  
5 personalized Internet experience and personalized location-based services including, among other  
6 things, targeted advertising to consumers.

7 41. This Court has personal jurisdiction over Admob because it is a resident of  
8 California, conducts business in California and this judicial district, and has committed acts of  
9 patent infringement in California and in judicial district, such as facilitating and delivering a  
10 personalized Internet experience including targeted advertising to consumers.

11 42. This Court has personal jurisdiction over Apple because it is a resident of  
12 California, conducts business in California and this judicial district, and has committed acts of  
13 patent infringement in California and this judicial district, such as facilitating and delivering a  
14 personalized Internet experience and personalized location-based services including, among other  
15 things, targeted advertising to consumers.

16 43. This Court has personal jurisdiction over Quattro Wireless because it conducts  
17 business in California and this judicial district, and has committed acts of patent infringement in  
18 California and this judicial district, such as such as facilitating and delivering a personalized  
19 Internet experience including targeted advertising to consumers.

20 44. This Court has personal jurisdiction over Nokia Corporation because it maintains  
21 an office and/or research and development teams in this judicial district, and because it conducts  
22 business in California and this judicial district, such as facilitating and delivering a personalized  
23 Internet experience and personalized location-based services including, among other things,  
24 targeted advertising to consumers.

25 45. This Court has personal jurisdiction over Nokia Inc. because it maintains an office  
26 and/or research and development teams in this judicial district, and because it conducts business  
27 in California and this judicial district, such as facilitating and delivering a personalized Internet  
28 experience and personalized location-based services including, among other things, targeted

1 advertising to consumers.

2 46. This Court has personal jurisdiction over Navteq because it conducts business in  
3 California and this judicial district, such as facilitating and delivering a personalized Internet  
4 experience including targeted advertising to consumers.

5 47. This Court has personal jurisdiction over Millennial Media because it conducts  
6 business in California and this judicial district and because it has committed acts of patent  
7 infringement in this judicial district, such as such as facilitating and delivering a personalized  
8 Internet experience including targeted advertising to consumers.

9 48. This Court has personal jurisdiction over Jumtap because it conducts business in  
10 California and this judicial district and because it has committed acts of patent infringement in  
11 this judicial district, such as such as facilitating and delivering a personalized Internet experience  
12 including targeted advertising to consumers.

13 49. Streetspace is informed and believes and based thereon alleges that each of the  
14 Defendants has placed its infringing system or components thereof in the stream of commerce  
15 with knowledge and intent that the system or components thereof would be distributed and sold  
16 directly or through others to consumers in California and this judicial district. In addition,  
17 Streetspace is informed and believes and based thereon alleges that each of the Defendants  
18 induces advertisers and consumers in California to infringe the '969 patent, and sells and offers to  
19 sell its infringing services to residents in California and this judicial district and/or each of the  
20 Defendants contracts or has contracted with third party advertisers and vendors in California and  
21 this judicial district.

22 50. Venue is proper in this judicial district under 28 U.S.C. § 1391 and § 1400(b)  
23 because defendants have regularly transacted business in this judicial district and certain of the  
24 acts complained of herein occurred in this judicial district.

25 **THE PATENT IN SUIT**

26 51. Streetspace is the owner of the '969 patent by assignment, with full and exclusive  
27 rights to bring suit to enforce the patent.

28 52. The '969 patent describes, among other things, a targetable community of users:

1 “The system also creates a highly targetable community of users to whom advertising or  
2 marketing content may be directed, and provides advertisers, marketers, and merchants with an  
3 effective one-to-one video-based, multimedia marketing tool for making their products and  
4 services known to a user population most likely to be interested in such products and services.”  
5 Col. 4: 59-65. “This ‘street space’ allows users and service providers or advertisers to interact and  
6 engage in commercial transactions.” Col. 4: 65-67.

7 53. The ‘969 patent also describes, among other things, an “intelligent advertiser.” “In  
8 addition to user services, the system provides a method of generating and delivering pinpoint  
9 advertising/marketing content based upon (1) the user profile, (2) user history, (3) the physical  
10 location of the user, (4) the time of day the user accesses the system. The combined personal  
11 information from the user profile and user history, along with the user’s physical location and  
12 time of using the system provides pinpoint advertising capability in real time.” Col. 7: 56-63.  
13 “The system provides an intelligent advertiser program to create highly targeted advertisements to  
14 the user based upon the user profile and user history combined with the location and time that the  
15 user accesses the system.” Col. 8: 55-58.

16 54. The ‘969 patent includes 23 claims. Independent claims 1, 12, and 19 were  
17 corrected via a Certificate of Correction issued on February 21, 2006. The Certificate of  
18 Correction was necessitated by a United States Patent & Trademark Office mistake.

19 55. The ‘969 patent claims systems and methods for providing personalized online  
20 services and advertisements employing a terminal, a database having a profile for a user and  
21 usage history for the user, and a program for displaying personalized information.

## 22 COUNT ONE

### 23 (Patent Infringement against Google)

24 56. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
25 through 55 as though set forth fully herein.

26 57. Streetspace is informed and believes and based thereon alleges that Google has  
27 been and is infringing, and/or inducing others to infringe one or more claims of the ‘969 patent  
28 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,

1 and/or offering for sale (among other things) a method and/or system for providing personalized  
2 information and/or targeted online advertising services based on location, consumers' profiles  
3 and/or usage history, such as AdWords, AdSense, and Google Mobile Ads, and/or by making,  
4 using, selling, importing, exporting, and/or offering for sale (among other things) Google G1,  
5 Nexus One and other Android-enabled terminals and other products and/or services that deliver or  
6 are capable of delivering personalized information and/or targeted online advertising services  
7 based on location, consumers' profiles and/or usage history.

### 8 **Google's Direct Infringement**

9 58. Streetspace is informed and believes and based thereon alleges that Google  
10 directly infringes one or more claims of the '969 patent either literally or under the doctrine of  
11 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system  
12 and/or method that employs a terminal, a database, and a program as recited in one or more  
13 claims of the '969 patent.

14 59. Streetspace is informed and believes and based thereon alleges that Google  
15 imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to,  
16 smartphones associated with the brand name Nexus or Google's Android operating system. *See,*  
17 *e.g.,* [www.google.com/phone](http://www.google.com/phone). Google software for facilitating and/or delivering (for display)  
18 personalized information is also employed in various third party branded terminals.

19 60. Streetspace is informed and believes and based thereon alleges that Google's  
20 Android operating system has attracted more than 21 hardware makers and 60 carriers in 40  
21 countries. There are now over 60 Android compatible devices. Google represents that over  
22 100,000 new Android devices are activated every day.

23 61. Streetspace is informed and believes and based thereon alleges that Google  
24 operates over one million servers and databases in data centers around the world and processes  
25 over one billion search requests and about twenty-four petabytes (i.e., 24 x 1000 terabytes) of  
26 user-generated data every day. Google reports that its average response time to a search request  
27 is a fraction of a second.

28 62. Streetspace is informed and believes and based thereon alleges that Google

1 maintains databases in the United States and abroad that store and retain consumer data obtained  
2 from consumers located inside and outside the United States. The consumer data that Google  
3 retains in its databases includes, among other things, Internet behavior of consumers; locations of  
4 consumers and/or consumers' terminals; personal information such as hobbies and interests,  
5 travel plans, income, gender, and friends; medical records; responses to advertising; purchase  
6 history; demographic details; login and logoff times; past search requests; email addresses;  
7 Internet Protocol ("IP") addresses; visited web sites and pages; unique cookie IDs; browser types;  
8 and terminal types.

9 63. Streetspace is informed and believes and based thereon alleges that Google  
10 maintains the world's largest database of consumers' online actions.

11 64. Streetspace is informed and believes and based thereon alleges that Google users  
12 click on the first advertisement for search results an average of 8% of the time (i.e., 80,000 clicks  
13 for every one million searches).

14 65. Streetspace is informed and believes and based thereon alleges that Google has  
15 been intercepting information about consumer's web surfing habits while driving through cities  
16 taking photographs for Google map's "Street View." Google has collected this information by  
17 gaining access to consumers' personal Wi-Fi networks. Numerous state attorneys general are  
18 investigating whether these actions are illegal and if they are considered unfair and deceptive  
19 practices.

20 66. Streetspace is informed and believes and based thereon alleges that Google offers  
21 various online productivity software and terminal software (i.e., programs) such as, but not  
22 limited to, Google email ("Gmail"); Orkut, a social networking website; AdWords and AdSense;  
23 Google Buzz, a social networking and messaging tool; Google Chrome, a web browser; Picasa;  
24 Google Talk instant messaging; DoubleClick; Android operating systems and apps; Google Docs;  
25 Google Calendar; Google Toolbar; Google Desktop; Google Translate; Google News; Google  
26 Health; Google Maps; Google Earth; Google Dashboard; Google Blogger; Google Groups;  
27 Google Knol; Panoramio; Google Talk; Google Voice; and Google Wave. This and other Google  
28 software such as, but not limited to, server software and tracking cookies with unique

1 identification numbers, enables Google to obtain consumer data and display personalized  
2 information such as targeted advertisements to consumers.

3 67. Streetspace is informed and believes and based thereon alleges that Google records  
4 the Internet surfing behavior of everyone who visits any web page, including those that are not  
5 owned by or affiliated with Google, that uses Google's AdSense or DoubleClick.

6 68. Streetspace is informed and believes and based thereon alleges that Google's  
7 former CEO, Mr. Eric Schmidt, has been quoted as saying in February 2005, "We are moving to a  
8 Google that knows more about you." Mr. Schmidt has also been quoted as saying in a 2007  
9 interview with the Financial Times that "the goal [of Google] is to enable Google users to be able  
10 to ask the question such as 'What shall I do tomorrow?' and 'What job shall I take?'" Mr.  
11 Schmidt also stated in a 2010 interview with the Wall Street Journal "I actually think most people  
12 don't want Google to answer their questions, they want Google to tell them what they should be  
13 doing next." Mr. Schmidt is also a former member of the Board of Directors of Apple.

14 69. Streetspace is informed and believes and based thereon alleges that Mr. Schmidt  
15 declared in December 2009, after privacy concerns were raised:

16 "If you have something that you don't want anyone to know, maybe you shouldn't  
17 be doing it in the first place. If you really need that kind of privacy, the reality is  
18 that search engines – including Google – do retain this information for some time  
19 and it's important, for example, that we are all subject in the United States to the  
20 Patriot Act and it is possible that all that information could be made available to  
21 the authorities."

22 In 2010, Mr. Schmidt predicted that "true transparency and no anonymity" is the way forward for  
23 the Internet: "In a world of asynchronous threats it is too dangerous for there not to be some way  
24 to identify you." He also said

25 "If I look at enough of your messaging and your location, and use artificial  
26 intelligence, we can predict where you are going to go. Show us 14 photos of  
27 yourself and we can identify who you are. You think you don't have 14 photos of  
28 yourself on the Internet? You've got Facebook photos!"

67. Streetspace is informed and believes and based thereon alleges that Privacy  
International, a United Kingdom-based watchdog on surveillance and privacy invasions by  
governments and corporations, ranked Google as "Hostile to Privacy," its lowest rating on their  
report, making Google the only company to receive that ranking.



**Google's Indirect Infringement**

1  
2           71.     Streetspace is informed and believes and based thereon alleges that Google is  
3 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
4 the '969 patent.

5           72.     Google has had actual knowledge of the '969 patent since at least August 23,  
6 2010. Streetspace is informed and believes and based thereon alleges that Google operates a  
7 search engine and database called Google Patents comprising patents and published patent  
8 applications from the United States Patent & Trademark Office. All of the approximately 7  
9 million U.S. patents have been put in the database including the '969 patent. Google has  
10 performed optical character recognition on the pages of the patent applications and patents stored  
11 in its database to make them searchable. Google Patents was launched on December 14, 2006.

12           73.     Streetspace is informed and believes and based thereon alleges that the '969 patent  
13 has been and currently is directly infringed in the United States and abroad by, without limitation,  
14 (1) consumers receiving personalized information (including, but not limited to targeted  
15 advertisements) from Google, (2) advertisers employing Google's systems and methodologies for  
16 delivering and displaying targeted advertisements, (3) various web site or Android app  
17 developers, and (4) defendant Admob. Google has knowledge of and induces that infringement by  
18 intentionally encouraging and/or aiding consumers, advertisers, web site or Android app  
19 developers, and Admob to use Google branded or non-Google branded terminals, Google's  
20 databases comprising consumer data, and Google's software (i.e., programs) for the display of  
21 personalized information such as targeted advertisements. Google intentionally designs,  
22 manufactures, markets, promotes, sells, services, supports (including technical support), provides  
23 updated software, and educates consumers, advertisers, Android app developers, and Admob on  
24 its terminals, services, software (most, if not all, of which is available to the public for free), and  
25 systems and methodologies for delivering and displaying personalized information such as  
26 targeted advertisements. Google has known or should have known that these actions would cause  
27 direct infringement of the '969 patent and did so with specific intent to encourage and aid direct  
28 infringement.



1 74. Streetspace is informed and believes and based thereon alleges that consumers,  
2 advertisers, web site or Android app developers, and Admob put Google's system for delivering  
3 and displaying personalized information (including, but not limited to targeted advertisements)  
4 into service, i.e., control the system as a whole and obtain benefit from it.

5 75. Streetspace is informed and believes and based thereon alleges that based upon  
6 Google's prior knowledge of the '969 patent and other facts to be proved at trial, Google's  
7 infringement of the '969 patent has been and is willful.

8 76. As a result of Google's infringement of the '969 patent, Streetspace has suffered  
9 and is continuing to suffer damages in an amount to be determined at trial.

10 77. Streetspace has suffered and will continue to suffer irreparable injury for which  
11 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
12 entitled to an injunction against further infringement by Google.

13 78. Google's infringement of the '969 patent is exceptional and entitles Streetspace to  
14 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

15 **COUNT TWO**

16 **(Patent Infringement against Admob)**

17 79. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
18 through 78 as though set forth fully herein.

19 80. Streetspace is informed and believes and based thereon alleges that Admob has  
20 been and is infringing, and/or inducing others to infringe one or more claims of the '969 patent  
21 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,  
22 and/or offering for sale (among other things) a method and/or system for providing personalized  
23 information and/or targeted online advertising services based on location, consumers' profiles  
24 and/or usage history, such as Admob's mobile advertising network, Google's AdWords, Google's  
25 AdSense, and Google Mobile Ads.

26 **Admob's Direct Infringement**

27 81. Streetspace is informed and believes and based thereon alleges that Admob  
28 directly infringes one or more claims of the '969 patent either literally or under the doctrine of

1 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system  
2 and/or method that employs a terminal, a database, and a program as recited in one or more  
3 claims of the '969 patent.

4 82. Streetspace is informed and believes and based thereon alleges that Admob uses  
5 terminals such as, but not limited to, smartphones associated with the brand name Nexus or  
6 Google's Android operating system, and Apple's iPhone, Apple's iPad, and other third party  
7 branded terminals to test and develop its mobile advertising network.

8 83. Streetspace is informed and believes and based thereon alleges that Admob  
9 represents that its mobile advertising network is the world's largest advertising network with  
10 thousands of mobile sites and that Admob makes it easy for publishers to monetize their mobile  
11 traffic and for advertisers to target and reach customers on the mobile web in more than 160  
12 countries. Admob serves billions of targeted ads per month around the world to consumers  
13 browsing the mobile web in its network.

14 84. Streetspace is informed and believes and based thereon alleges that Admob shares  
15 data about the traffic in its mobile advertising network on an aggregate basis in its monthly  
16 Mobile Metrics Report.

17 85. Streetspace is informed and believes and based thereon alleges that Admob  
18 published a case study regarding auto manufacturer Land Rover noting that "Admob ran  
19 graphical banner ads and text link ads with sophisticated targeting to reach Land Rover's target  
20 audience of high net worth males." "Admob targeted specific handsets that profile high net worth  
21 including several leading Smartphones."

22 86. Streetspace is informed and believes and based thereon alleges that developers in  
23 Admob's mobile advertising network are able to display Google AdSense ads when an Admob ad  
24 is not available.

25 87. Streetspace is informed and believes and based thereon alleges that Admob  
26 maintains databases in the United States and abroad that store and retain consumer data obtained  
27 from consumers located inside and outside the United States. The consumer data that Admob  
28 retains in its databases includes, among other things, Internet behavior of consumers; locations of

1 consumers and/or consumers' terminals; personal information such as income and gender;  
2 responses to advertising; login and logoff times; IP addresses, visited web sites, pages, and apps;  
3 unique cookie IDs; browser types; and terminal types.

4 88. Streetspace is informed and believes and based thereon alleges that Admob utilizes  
5 server software and/or tracking cookies located on consumer terminals in order to identify  
6 consumers and target ads.

7 **Admob's Indirect Infringement**

8 89. Streetspace is informed and believes and based thereon alleges that Admob is  
9 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
10 the '969 patent.

11 90. Admob has had actual knowledge of the '969 patent since at least August 23,  
12 2010.

13 91. Streetspace is informed and believes and based thereon alleges that the '969 patent  
14 has been and currently is directly infringed in the United States and abroad by, without limitation,  
15 (1) consumers receiving targeted advertisements from Admob, (2) advertisers employing  
16 Admob's systems and methodologies for delivering and displaying targeted advertisements, and  
17 (3) web site or app developers utilizing Admob's targeted advertisements. Admob has knowledge  
18 of and induces that infringement by intentionally encouraging and/or aiding consumers,  
19 advertisers, and web site or app developers to use terminals, Admob's databases comprising  
20 consumer data, and Admob's software (i.e., programs) for the display of targeted advertisements.  
21 Admob intentionally designs, manufactures, markets, promotes, sells, supports, services, provides  
22 software developer kits and online help, and educates consumers, advertisers, and app developers  
23 on its software, and systems and methodologies for delivering and displaying targeted  
24 advertisements. Admob has known or should have known that these actions would cause direct  
25 infringement of the '969 patent and did so with specific intent to encourage and aid direct  
26 infringement.

27 92. Streetspace is informed and believes and based thereon alleges that consumers,  
28 advertisers, and web site or app developers put Admob's system for delivering and displaying

1 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

2 93. Streetspace is informed and believes and based thereon alleges that based upon  
3 Admob's prior knowledge of the '969 patent and other facts to be proved at trial, Admob's  
4 infringement of the '969 patent has been and is willful.

5 94. As a result of Admob's infringement of the '969 patent, Streetspace has suffered  
6 and is continuing to suffer damages in an amount to be determined at trial.

7 95. Streetspace has suffered and will continue to suffer irreparable injury for which  
8 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
9 entitled to an injunction against further infringement by Admob.

10 96. Admob's infringement of the '969 patent is exceptional and entitles Streetspace to  
11 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

12 **COUNT THREE**

13 **(Patent Infringement against Apple)**

14 97. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
15 through 96 as though set forth fully herein.

16 98. Streetspace is informed and believes and based thereon alleges that Apple has been  
17 and is infringing, and/or inducing others to infringe one or more claims of the '969 patent literally  
18 and/or under the doctrine of equivalents by making, using, selling, importing, exporting, and/or  
19 offering for sale (among other things) a method and/or system for providing personalized  
20 information and/or targeted online advertising services based on location, consumers' profiles  
21 and/or usage history, such as iAds, and/or by making, using, selling, importing, exporting, and/or  
22 offering for sale (among other things) the iPhone, iPad, iPod Touch, Macintosh computers, and  
23 other products and/or services that deliver or are capable of delivering personalized information  
24 and/or targeted online advertising services based on location, consumers' profiles and/or usage  
25 history.

26 **Apple's Direct Infringement**

27 99. Streetspace is informed and believes and based thereon alleges that Apple directly  
28 infringes one or more claims of the '969 patent either literally or under the doctrine of equivalents

1 by making, using, selling, importing, exporting, and/or offering for sale a system and/or method  
2 that employs a terminal, a database, and a program as recited in one or more claims of the '969  
3 patent.

4 100. Streetspace is informed and believes and based thereon alleges that Apple imports,  
5 exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to the iPhone,  
6 iPad, iPod Touch, and Macintosh computers. In just 3 days after its launch, Apple sold over 1  
7 million iPhones.

8 101. Streetspace is informed and believes and based thereon alleges that Apple  
9 maintains databases in the United States and abroad that store and retain consumer data obtained  
10 from consumers located inside and outside the United States. The consumer data that Apple  
11 retains in its database includes, among other things, Internet behavior of consumers; locations of  
12 consumers and/or consumers' terminals; personal information such as hobbies and interests,  
13 travel plans, income, gender, and friends; music passions; network information; responses to  
14 advertising; purchase history; demographic details; login and logoff times; preference data; email  
15 addresses; IP addresses; visited web sites and pages; unique cookie IDs; browser types; terminal  
16 IDs; iTunes account information; terminal operating system information; and terminal types.

17 102. Streetspace is informed and believes and based thereon alleges that iAd is a mobile  
18 advertising platform developed by Apple for its iPhone, iPod Touch, and iPad terminals allowing,  
19 among other things, third-party developers to directly embed advertisements into their  
20 applications. Similar to Admob, iAd facilitates integrating advertisements into applications sold  
21 on Apple's iOS App Store.

22 103. Streetspace is informed and believes and based thereon alleges that Apple CEO  
23 Steve Jobs claimed in June of 2010 that 48% of spending on mobile advertising in the United  
24 States from July through December of 2010 will to go Apple's iAd advertising system for its  
25 iPhone and iPad.

26 104. Streetspace is informed and believes and based thereon alleges that Apple booked  
27 \$60M in advertising commitments in June 2010 for its iAd advertising system, prior to its launch  
28 on July 1, 2010. Apple charges each advertiser a minimum of \$1 million to utilize its iAd

1 advertising system.

2 105. Streetspace is informed and believes and based thereon alleges that Apple offers  
3 various software to consumers such as, but not limited to iTunes; Mac operating systems; Safari,  
4 an internet browser; MobileMe; iWork; iPhoto; iWeb; Software Update; QuickTime; Apple  
5 Remote Desktop; iOS, a mobile terminal operating system; and over 200,000 separate apps built  
6 by thousands of developers. Apple advertises that “there’s an app for everything.” This and  
7 other Apple software such as, but not limited to server software and tracking cookies with unique  
8 identification numbers, enables Apple to obtain consumer data and display personalized  
9 information such as targeted advertisements to consumers.

10 106. Streetspace is informed and believes and based thereon alleges that Apple has  
11 installed more than 10 billion apps in various Apple-branded terminals and has activated over 160  
12 million iTunes accounts. Two hundred (200) new apps are downloaded by consumers every  
13 second worldwide.

14 107. Streetspace is informed and believes and based thereon alleges that Apple CEO  
15 Steve Jobs has been quoted as follows: “Search is not happening on phones; people are using  
16 apps. And this is where the opportunity is to deliver advertising.”

17 **Apple’s Indirect Infringement**

18 108. Streetspace is informed and believes and based thereon alleges that Apple is  
19 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
20 the ‘969 patent.

21 109. Apple has had actual knowledge of the ‘969 patent since at least August 23, 2010.

22 110. Streetspace is informed and believes and based thereon alleges that the ‘969 patent  
23 has been and currently is directly infringed in the United States and abroad by, without limitation,  
24 (2) consumers receiving personalized information (including, but not limited to targeted  
25 advertisements) from Apple, (2) advertisers employing Apple’s systems and methodologies for  
26 delivering and displaying targeted advertisements, (3) Apple app developers, and (4) defendant  
27 Quattro Wireless. Apple has knowledge of and induces that infringement by intentionally  
28 encouraging and/or aiding consumers, advertisers, Apple app developers, and Quattro Wireless to

1 use Apple-branded or non-Apple branded terminals, Apple's databases comprising consumer  
2 data, and Apple's software (i.e., programs) for the display of personalized information such as  
3 targeted advertisements. Apple intentionally designs, manufactures, markets, promotes, sells,  
4 services, supports (including technical support), provides updated software, provides software  
5 developer kits, and educates consumers, advertisers, and/or app developers on its terminal,  
6 software, and systems and methodologies for delivering and displaying personalized information  
7 such as targeted advertisements. Apple has known or should have known that these actions  
8 would cause direct infringement of the '969 patent and did so with specific intent to encourage  
9 and aid direct infringement.

10 111. Streetspace is informed and believed and based thereon alleges that consumers,  
11 advertisers, Apple app developers, and Quattro Wireless put Apple's system for delivering and  
12 displaying personalized information (including, but not limited to targeted advertisements) into  
13 service, i.e., control the system as a whole and obtain benefit from it.

14 112. Streetspace is informed and believes and based thereon alleges that based upon  
15 Apple's prior knowledge of the '969 patent and other facts to be proved at trial, Apple's  
16 infringement of the '969 patent has been and is willful.

17 113. As a result of the Apple's infringement of the '969 patent, Streetspace has suffered  
18 and is continuing to suffer damages in an amount to be determined at trial.

19 114. Streetspace has suffered and will continue to suffer irreparable injury for which  
20 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
21 entitled to an injunction against further infringement by Apple.

22 115. Apple's infringement of the '969 patent is exceptional and entitles Streetspace to  
23 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

#### 24 **COUNT FOUR**

##### 25 **(Patent Infringement against Quattro Wireless)**

26 116. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
27 through 115 as though set forth fully herein.

28 117. Streetspace is informed and believes and based thereon alleges that Quattro

1 Wireless has been and is infringing, and/or inducing others to infringe one or more claims of the  
2 '969 patent literally and/or under the doctrine of equivalents by making, using, selling, importing,  
3 exporting, and/or offering for sale (among other things) a method and/or system for providing  
4 personalized information and/or targeted online advertising services based on location,  
5 consumers' profiles and/or usage history, such as Quattro Wireless' mobile advertising network.

6 **Quattro Wireless' Direct Infringement**

7 118. Streetspace is informed and believes and based thereon alleges that Quattro  
8 Wireless directly infringes one or more claims of the '969 patent either literally or under the  
9 doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale a  
10 system and/or method that employs a terminal, a database, and a program as recited in one or  
11 more claims of the '969 patent.

12 119. Streetspace is informed and believes and based thereon alleges that Quattro  
13 Wireless uses terminals to test and develop its mobile advertising network.

14 120. Streetspace is informed and believes and based thereon alleges that Quattro  
15 Wireless maintains databases in the United States and abroad that store and retain consumer data  
16 obtained from consumers located inside and outside the United States. The consumer data that  
17 Quattro Wireless retains in its databases includes, among other things, Internet behavior of  
18 consumers; locations of consumers and/or consumers' terminals; personal information such as  
19 income and gender; responses to advertising; login and logoff times; IP addresses, visited web  
20 sites, pages, and apps; unique cookie IDs; browser types; and terminal types.

21 121. Streetspace is informed and believes and based thereon alleges that Quattro  
22 Wireless utilizes server software and/or tracking cookies located on consumer terminals in order  
23 to identify consumers and target ads.

24 **Quattro Wireless' Indirect Infringement**

25 122. Streetspace is informed and believes and based thereon alleges that Quattro  
26 Wireless is infringing indirectly by intentionally inducing a direct infringer to infringe one or  
27 more claims of the '969 patent.

28 123. Quattro Wireless has had actual knowledge of the '969 patent since at least August



1 23, 2010.

2 124. Streetspace is informed and believes and based thereon alleges that the '969 patent  
3 has been and currently is directly infringed in the United States and abroad by, without limitation,  
4 (1) consumers receiving targeted advertisements from Quattro Wireless, (2) advertisers  
5 employing Quattro Wireless' systems and methodologies for delivering and displaying targeted  
6 advertisements, and (3) web site or app developers utilizing Quattro Wireless' targeted  
7 advertisements. Quattro Wireless has knowledge of and induces that infringement by  
8 intentionally encouraging and/or aiding consumers, advertisers, and app developers to use  
9 terminals, Quattro Wireless' databases comprising consumer data, and Quattro Wireless' software  
10 (i.e., programs) for the display of targeted advertisements. Quattro Wireless intentionally  
11 designs, manufactures, markets, promotes, sells, services, supports, provides software developer  
12 kits and online help, and educates consumers, advertisers, and app developers on its software, and  
13 systems and methodologies for delivering and displaying targeted advertisements. Quattro  
14 Wireless has known or should have known that these actions would cause direct infringement of  
15 the '969 patent and did so with specific intent to encourage and aid direct infringement.

16 125. Streetspace is informed and believes and based thereon alleges that consumers,  
17 advertisers, and app developers put Quattro Wireless' system for delivering and displaying  
18 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

19 126. Streetspace is informed and believes and based thereon alleges that based upon  
20 Quattro Wireless' prior knowledge of the '969 patent and other facts to be proved at trial, Quattro  
21 Wireless' infringement of the '969 patent has been and is willful.

22 127. As a result of Quattro Wireless' infringement of the '969 patent, Streetspace has  
23 suffered and is continuing to suffer damages in an amount to be determined at trial.

24 128. Streetspace has suffered and will continue to suffer irreparable injury for which  
25 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
26 entitled to an injunction against further infringement by Quattro Wireless.

27 129. Quattro Wireless' infringement of the '969 patent is exceptional and entitles  
28 Streetspace to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

**COUNT FIVE**

**(Patent Infringement against Nokia Corporation)**

1  
2  
3 130. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
4 through 129 as though set forth fully herein.

5 131. Streetspace is informed and believes and based thereon alleges that Nokia  
6 Corporation has been and is infringing, and/or inducing others to infringe one or more claims of  
7 the '969 patent literally and/or under the doctrine of equivalents by making, using, selling,  
8 importing, exporting, and/or offering for sale (among other things) a method and/or system for  
9 providing personalized information and/or targeted online advertising services based on location,  
10 consumers' profiles and/or usage histories, including without limitation, the methods and/or  
11 systems comprising, used or associated with Navteq's, Nokia Corporation's, and/or Nokia Inc.'s  
12 advertising and location-based services business, and/or by making, using, selling, importing,  
13 exporting, and/or offering for sale (among other things) terminals that deliver or are capable of  
14 delivering personalized information and/or targeted online advertising services based on location,  
15 consumers' profiles and/or usage history.

**Nokia Corporation's Direct Infringement**

16  
17 132. Streetspace is informed and believes and based thereon alleges that defendant  
18 Nokia Corporation directly infringes one or more claims of the '969 patent either literally or  
19 under the doctrine of equivalents by making, using, selling, importing, exporting, and/or offering  
20 for sale a system and/or method that employs a terminal, a database, and a program as recited in  
21 one or more claims of the '969 patent.

22 133. Streetspace is informed and believes and based thereon alleges that defendant  
23 Nokia Corporation imports, exports, makes, uses, sells, and/or offers for sale terminals such as,  
24 but not limited to, mobile phones, smartphones, and mobile computers. Every day, more than 1.3  
25 billion people connect to one another with a Nokia-branded terminal. Nokia Corporation is the  
26 largest mobile phone manufacturer in the world.

27 134. Streetspace is informed and believes and based thereon alleges that defendant  
28 Nokia Corporation maintains databases in the United States and abroad that store and retain

1 consumer data obtained from consumers located inside and outside the United States. The  
2 consumer data that Nokia Corporation retains in its databases includes, among other things,  
3 Internet behavior of consumers; locations of consumers and/or consumers' terminals; personal  
4 information such as hobbies and interests, income, age; gender, and language preferences;  
5 responses to advertising; purchase history; demographic details; login and logoff times; access  
6 times; viewed content; email addresses; Internet Protocol ("IP") addresses; visited web sites and  
7 pages; unique cookie IDs; unique mobile device identifiers; subscriber identity information; user  
8 names and passwords; preferences and feedback; network service providers; mobile subscription  
9 numbers; browser types; and terminal types.

10 135. Streetspace is informed and believes and based thereon alleges that Nokia  
11 Corporation offers various productivity software and Internet services through (among other  
12 things) its Ovi Store at [www.ovi.com](http://www.ovi.com) where consumers can download (among other things) apps.  
13 "Ovi" is the Finnish word for "door." This and other Nokia Corporation software such as, but not  
14 limited to its Symbian operating system, MeeGo operating system, Nokia Maps, server software  
15 and tracking cookies with unique identification numbers, enables Nokia Corporation to obtain  
16 consumer data and display personalized information such as targeted advertisements to  
17 consumers.

18 136. Streetspace is informed and believes and based thereon alleges that on February  
19 11, 2011, Nokia Corporation's CEO Stephen Elop, a former Microsoft employee, unveiled a  
20 strategic alliance with Microsoft, and announced that Nokia Corporation would replace Symbian  
21 and MeeGo with a mobile operating system developed by Microsoft Corporation. Microsoft  
22 adCenter – a division of the Microsoft Network responsible for targeted advertising services –  
23 would provide search advertising services on Nokia's line of terminals and services. Nokia Maps  
24 would be integrated with Microsoft's Bing search engine and adCenter advertising platform.

### 25 **Nokia Corporation's Indirect Infringement**

26 137. Streetspace is informed and believes and based thereon alleges that Nokia  
27 Corporation is infringing indirectly by intentionally inducing a direct infringer to infringe one or  
28 more claims of the '969 patent.

1 138. Nokia Corporation has had actual knowledge of the '969 patent since at least  
2 August 23, 2010.

3 139. Streetspace is informed and believes and based thereon alleges that the '969 patent  
4 has been and currently is directly infringed in the United States and abroad by, without limitation,  
5 (1) consumers receiving personalized information (including, but not limited to targeted  
6 advertisements) from Nokia Corporation, (2) advertisers employing Nokia Corporation's systems  
7 and methodologies for delivering and displaying targeted advertisements, (3) Ovi app developers,  
8 (4) defendant Nokia Inc., and (5) defendant Navteq. Nokia Corporation has knowledge of and  
9 induces that infringement by intentionally encouraging and/or aiding consumers, advertisers, Ovi  
10 app developers, Nokia Inc., and Navteq to use Nokia-branded or non-Nokia branded terminals,  
11 Nokia Corporation's databases comprising consumer data, and Nokia Corporation's software  
12 (i.e., programs) for the display of personalized information such as targeted advertisements.  
13 Nokia Corporation intentionally designs, manufactures, markets, promotes, sells, services,  
14 supports (including technical support), provides updated software, software developer kits, and  
15 educates consumers, advertisers, Ovi app developers, Nokia Inc., and Navteq on its terminals,  
16 software, and systems and methodologies for delivering and displaying personalized information  
17 such as targeted advertisements. Nokia Corporation has known or should have known that these  
18 actions would cause direct infringement of the '969 patent and did so with specific intent to  
19 encourage and aid direct infringement.

20 140. Streetspace is informed and believes and based thereon alleges that consumers,  
21 advertisers, Ovi app developers, Nokia Inc., and Navteq put Nokia Corporation's system for  
22 delivering and displaying personalized information (including, but not limited to targeted  
23 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

24 141. Streetspace is informed and believes and based thereon alleges that based upon  
25 Nokia Corporation's prior knowledge of the '969 patent and other facts to be proved at trial,  
26 Nokia Corp.'s infringement of the '969 patent has been and is willful.

27 142. As a result of Nokia Corporation's infringement of the '969 patent, Streetspace has  
28 suffered and is continuing to suffer damages in an amount to be determined at trial.

1 143. Streetspace has suffered and will continue to suffer irreparable injury for which  
2 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
3 entitled to an injunction against further infringement by Nokia Corporation.

4 144. Nokia Corporation's infringement of the '969 patent is exceptional and entitles  
5 Streetspace to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

6 **COUNT SIX**

7 **(Patent Infringement against Nokia Inc.)**

8 145. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
9 through 144 as though set forth fully herein.

10 146. Streetspace is informed and believes and based thereon alleges that Nokia Inc. has  
11 been and is infringing, and/or inducing others to infringe one or more claims of the '969 patent  
12 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,  
13 and/or offering for sale (among other things) a method and/or system for providing personalized  
14 information and/or targeted online advertising services based on location, consumers' profiles  
15 and/or usage histories, including without limitation the methods and/or systems comprising, used  
16 or associated with Navteq's, Nokia Corporation's, and/or Nokia Inc.'s advertising and location-  
17 based services business, and/or by making, using, selling, importing, exporting, and/or offering  
18 for sale (among other things) terminals that deliver or are capable of delivering personalized  
19 information and/or targeted online advertising services based on location, consumers' profiles  
20 and/or usage history.

21 **Nokia Inc.'s Direct Infringement**

22 147. Streetspace is informed and believes and based thereon alleges that Nokia Inc.  
23 directly infringes one or more claims of the '969 patent either literally or under the doctrine of  
24 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system  
25 and/or method that employs a terminal, a database, and a program as recited in one or more  
26 claims of the '969 patent.

27 148. Streetspace is informed and believes and based thereon alleges that Nokia Inc.  
28 imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to,

1 mobile phones, smartphones, and mobile computers.

2 149. Streetspace is informed and believes and based thereon alleges that Nokia Inc.  
3 maintains databases in the United States and abroad that store and retain consumer data obtained  
4 from consumers located inside and outside the United States. The consumer data that Nokia Inc.  
5 retains in its databases includes, among other things, Internet behavior of consumers; locations of  
6 consumers and/or consumers' terminals; personal information such as hobbies and interests,  
7 income, age; gender, and language preferences; responses to advertising; purchase history;  
8 demographic details; login and logoff times; access times; viewed content; email addresses;  
9 Internet Protocol ("IP") addresses; visited web sites and pages; unique cookie IDs; unique mobile  
10 device identifiers; subscriber identity information; user names and passwords; preferences and  
11 feedback; network service providers; mobile subscription numbers; browser types; and terminal  
12 types.

13 150. Streetspace is informed and believes and based thereon alleges that Nokia Inc.  
14 offers various productivity software and Internet services through (among other things) its Ovi  
15 Store at [www.ovi.com](http://www.ovi.com) where consumers can download (among other things) apps. "Ovi" is the  
16 Finnish word for "door." This and other Nokia Inc. software such as, but not limited to its  
17 Symbian operating system, MeeGo operating system, Nokia Maps, server software and tracking  
18 cookies with unique identification numbers, enables Nokia Inc. to obtain consumer data and  
19 display personalized information such as targeted advertisements to consumers.

20 **Nokia Inc.'s Indirect Infringement**

21 151. Streetspace is informed and believes and based thereon alleges that Nokia Inc. is  
22 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
23 the '969 patent.

24 152. Nokia Inc. has had actual knowledge of the '969 patent since at least August 23,  
25 2010.

26 153. Streetspace is informed and believes and based thereon alleges that the '969 patent  
27 has been and currently is directly infringed in the United States and abroad by, without limitation,  
28 (1) consumers receiving personalized information (including, but not limited to targeted

1 advertisements) from Nokia Inc., (2) advertisers employing Nokia Inc.'s systems and  
2 methodologies for delivering and displaying targeted advertisements, (3) Ovi app developers, (4)  
3 defendant Nokia Corporation, and (5) defendant Navteq. Nokia Inc. has knowledge of and  
4 induces that infringement by intentionally encouraging and/or aiding consumers, advertisers, Ovi  
5 app developers, Nokia Corporation, and Navteq to use Nokia-branded or non-Nokia branded  
6 terminals, Nokia Inc.'s databases comprising consumer data, and Nokia Inc.'s software (i.e.,  
7 programs) for the display of personalized information such as targeted advertisements. Nokia Inc.  
8 intentionally designs, manufactures, markets, promotes, sells, services, supports (including  
9 technical support), provides updated software, software developer kits, and educates consumers,  
10 advertisers, Ovi app developers, Nokia Corporation, and Navteq on its terminals, software, and  
11 systems and methodologies for delivering and displaying personalized information such as  
12 targeted advertisements. Nokia Inc. has known or should have known that these actions would  
13 cause direct infringement of the '969 patent and did so with specific intent to encourage and aid  
14 direct infringement.

15 154. Streetspace is informed and believes and based thereon alleges that consumers,  
16 advertisers, Ovi app developers, Nokia Corporation, and Navteq put Nokia Inc.'s system for  
17 delivering and displaying personalized information (including, but not limited to targeted  
18 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

19 155. Streetspace is informed and believes and based thereon alleges that based upon  
20 Nokia Inc.'s prior knowledge of the '969 patent and other facts to be proved at trial, Nokia Inc.'s  
21 infringement of the '969 patent has been and is willful.

22 156. As a result of Nokia Inc.'s infringement of the '969 patent, Streetspace has  
23 suffered and is continuing to suffer damages in an amount to be determined at trial.

24 157. Streetspace has suffered and will continue to suffer irreparable injury for which  
25 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
26 entitled to an injunction against further infringement by Nokia Inc.

27 158. Nokia Inc.'s infringement of the '969 patent is exceptional and entitles Streetspace  
28 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

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**COUNT SEVEN**

**(Patent Infringement against Navteq)**

159. Streetspace realleges and incorporates by reference the allegations of paragraphs 1 through 158 as though set forth fully herein.

160. Streetspace is informed and believes and based thereon alleges that Navteq has been and currently is infringing, and/or inducing others to infringe one or more claims of the ‘969 patent literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale (among other things) a method and/or system for providing personalized information and/or targeted online advertising services based on location, consumers’ profiles and/or usage histories, such as, but not limited to Navteq’s LocationPoint Advertising platform, Navteq Maps, and Atlas Mobile software, and/or by making, using, selling, importing, exporting, and/or offering for sale (among other things) terminals that deliver or are capable of delivering personalized information and/or targeted online advertising services based on location, consumers’ profiles and/or usage history.

**Navteq’s Direct Infringement**

161. Streetspace is informed and believes and based thereon alleges that Navteq directly infringes one or more claims of the ‘969 patent either literally or under the doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale a system and/or method that employs a terminal, a database, and a program as recited in one or more claims of the ‘969 patent.

162. Streetspace is informed and believes and based thereon alleges that Navteq imports, exports, makes, uses, sells, and/or offers for sale terminals such as, but not limited to navigation terminals.

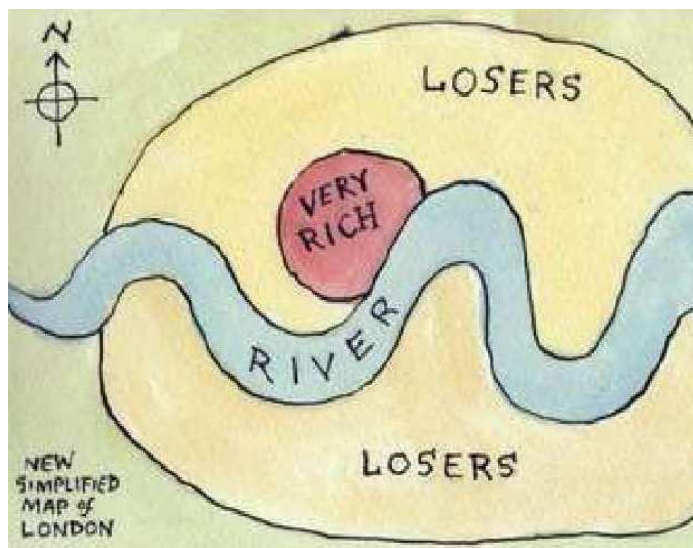
163. Streetspace is informed and believes and based thereon alleges that Navteq maintains databases in the United States and abroad that store and retain consumer data obtained from consumers located inside and outside the United States. The consumer data that Navteq retains in its databases includes, among other things, Internet behavior of consumers; locations of consumers and/or consumers’ terminals; personal information such as hobbies and interests,



1 income, age; gender, and language preferences; responses to advertising; purchase history;  
 2 demographic details; login and logoff times; access times; viewed content; email addresses;  
 3 Internet Protocol (“IP”) addresses; visited web sites and pages; unique cookie IDs; unique mobile  
 4 device and navigation terminal identifiers; subscriber identity information; user names and  
 5 passwords; preferences and feedback; network service providers; mobile subscription numbers;  
 6 browser types; and terminal types.

7 164. Streetspace is informed and believes and based thereon alleges that Navteq offers  
 8 navigation and mapping software such as, but not limited to Navteq Maps. This and other Navteq  
 9 software such as, but not limited to its LocationPoint Advertising server software, Atlas Mobile  
 10 software, and/or tracking cookies with unique identification numbers, enables Navteq to obtain  
 11 consumer data and display personalized information such as targeted advertisements to  
 12 consumers.

13 165. Streetspace is informed and believes and based thereon alleges that Navteq  
 14 discriminates and targets ads to  
 15 consumers based on (among other  
 16 things) income and/or location. For  
 17 example, the image shown at right was  
 18 included in a Navteq presentation,  
 19 entitled “Location targeting is putting  
 20 mobile advertising on the map,” given by  
 21 Mandeep Mason, Deputy Sales Director  
 22 of Navteq Media Solutions, a division of  
 23 Navteq.



#### **Navteq’s Indirect Infringement**

25 166. Streetspace is informed and believes and based thereon alleges that Navteq is  
 26 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
 27 the ‘969 patent.

28 167. Navteq has had actual knowledge of the ‘969 patent since at least August 23, 2010.

1           168. Streetspace is informed and believes and based thereon alleges that the '969 patent  
2 has been and currently is directly infringed in the United States and abroad by, without limitation,  
3 (1) consumers receiving personalized information (including, but not limited to targeted  
4 advertisements) from Navteq, (2) advertisers employing Navteq's systems and methodologies for  
5 delivering and displaying targeted advertisements, (3) Navteq app developers, (4) defendant  
6 Nokia Corporation, and (5) defendant Nokia Inc. Navteq has knowledge of and induces that  
7 infringement by intentionally encouraging and/or aiding consumers, advertisers, Navteq app  
8 developers, Nokia Corporation, and Nokia Inc. to use terminals, Navteq's databases comprising  
9 consumer data, and Navteq's software (i.e., programs) for the display of personalized information  
10 such as targeted advertisements. Navteq intentionally designs, manufactures, markets, promotes,  
11 sells, services, supports (including technical support), provides updated software, software  
12 developer kits, and educates consumers, advertisers, Navteq app developers, Nokia Corporation,  
13 and Nokia Inc. on its terminals, software, and systems and methodologies for delivering and  
14 displaying personalized information such as targeted advertisements. Navteq has known or should  
15 have known that these actions would cause direct infringement of the '969 patent and did so with  
16 specific intent to encourage and aid direct infringement.

17           169. Streetspace is informed and believes and based thereon alleges that consumers,  
18 advertisers, Navteq app developers, Nokia Corporation, and Nokia Inc. put Navteq's system for  
19 delivering and displaying personalized information (including, but not limited to targeted  
20 advertisements) into service, i.e., control the system as a whole and obtain benefit from it.

21           170. Streetspace is informed and believes and based thereon alleges that based upon  
22 Navteq's prior knowledge of the '969 patent and other facts to be proved at trial, Navteq's  
23 infringement of the '969 patent has been and is willful.

24           171. As a result of Navteq's infringement of the '969 patent, Streetspace has suffered  
25 and is continuing to suffer damages in an amount to be determined at trial.

26           172. Streetspace has suffered and will continue to suffer irreparable injury for which  
27 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
28 entitled to an injunction against further infringement by Navteq.

1 173. Navteq's infringement of the '969 patent is exceptional and entitles Streetspace to  
2 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

3 **COUNT EIGHT**

4 **(Patent Infringement against Millennial Media)**

5 174. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
6 through 173 as though set forth fully herein.

7 175. Streetspace is informed and believes and based thereon alleges that Millennial  
8 Media has been and is infringing, and/or inducing others to infringe one or more claims of the  
9 '969 patent literally and/or under the doctrine of equivalents by making, using, selling, importing,  
10 exporting, and/or offering for sale (among other things) a method and/or system for providing  
11 personalized information and/or targeted online advertising services based on location,  
12 consumers' profiles and/or usage history.

13 **Millennial Media's Direct Infringement**

14 176. Streetspace is informed and believes and based thereon alleges that Millennial  
15 Media directly infringes one or more claims of the '969 patent either literally or under the  
16 doctrine of equivalents by making, using, selling, importing, exporting, and/or offering for sale a  
17 system and/or method that employs a terminal, a database, and a program as recited in one or  
18 more claims of the '969 patent.

19 177. Streetspace is informed and believes and based thereon alleges that Millennial  
20 Media uses terminals to test and develop its mobile advertising network.

21 178. Streetspace is informed and believes and based thereon alleges that Millennial  
22 Media maintains databases in the United States and abroad that store and retain consumer data  
23 obtained from consumers located inside and outside the United States. The consumer data that  
24 Millennial Media retains in its databases includes, among other things, Internet behavior of  
25 consumers; locations of consumers and/or consumers' terminals; personal information such as  
26 income and gender; responses to advertising; login and logoff times; IP addresses, visited web  
27 sites, pages, and apps; unique cookie IDs; browser types; and terminal types.

28 179. Streetspace is informed and believes and based thereon alleges that Millennial

1 Media utilizes server software and/or tracking cookies located on consumer terminals in order to  
2 identify consumers and target ads.

3 **Millennial Media's Indirect Infringement**

4 180. Streetspace is informed and believes and based thereon alleges that Millennial  
5 Media is infringing indirectly by intentionally inducing a direct infringer to infringe one or more  
6 claims of the '969 patent.

7 181. Millennial Media has had actual knowledge of the '969 patent since at least  
8 August 23, 2010.

9 182. Streetspace is informed and believes and based thereon alleges that the '969 patent  
10 has been and currently is directly infringed in the United States and abroad by, without limitation,  
11 (1) consumers receiving targeted advertisements from Millennial Media, (2) advertisers  
12 employing Millennial Media's systems and methodologies for delivering and displaying targeted  
13 advertisements, and (3) web site or app developers utilizing Millennial Media's targeted  
14 advertisements. Millennial Media has knowledge of and induces that infringement by  
15 intentionally encouraging and/or aiding consumers, advertisers, and app developers to use  
16 terminals, Millennial Media's databases comprising consumer data, and Millennial Media's  
17 software (i.e., programs) for the display of targeted advertisements. Millennial Media  
18 intentionally designs, manufactures, markets, promotes, sells, services, supports, provides  
19 software developer kits and online help, and educates consumers, advertisers, and app developers  
20 on its software, and systems and methodologies for delivering and displaying targeted  
21 advertisements. Millennial Media has known or should have known that these actions would  
22 cause direct infringement of the '969 patent and did so with specific intent to encourage and aid  
23 direct infringement.

24 183. Streetspace is informed and believes and based thereon alleges that consumers,  
25 advertisers, and app developers put Millennial Media's system for delivering and displaying  
26 targeted advertisements into service, i.e., control the system as a whole and obtain benefit from it.

27 184. Streetspace is informed and believes and based thereon alleges that based upon  
28 Millennial Media's prior knowledge of the '969 patent and other facts to be proved at trial,

1 Millennium Media’s infringement of the ‘969 patent has been and is willful.

2 185. As a result of Millennium Media’s infringement of the ‘969 patent, Streetspace has  
3 suffered and is continuing to suffer damages in an amount to be determined at trial.

4 186. Streetspace has suffered and will continue to suffer irreparable injury for which  
5 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
6 entitled to an injunction against further infringement by Millennium Media.

7 187. Millennium Media’s infringement of the ‘969 patent is exceptional and entitles  
8 Streetspace to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

9 **COUNT NINE**

10 **(Patent Infringement against Jumtap)**

11 188. Streetspace realleges and incorporates by reference the allegations of paragraphs 1  
12 through 187 as though set forth fully herein.

13 189. Streetspace is informed and believes and based thereon alleges that Jumtap has  
14 been and is infringing, and/or inducing others to infringe one or more claims of the ‘969 patent  
15 literally and/or under the doctrine of equivalents by making, using, selling, importing, exporting,  
16 and/or offering for sale (among other things) a method and/or system for providing personalized  
17 information and/or targeted online advertising services based on location, consumers’ profiles  
18 and/or usage history.

19 **Jumtap’s Direct Infringement**

20 190. Streetspace is informed and believes and based thereon alleges that Jumtap  
21 directly infringes one or more claims of the ‘969 patent either literally or under the doctrine of  
22 equivalents by making, using, selling, importing, exporting, and/or offering for sale a system  
23 and/or method that employs a terminal, a database, and a program as recited in one or more  
24 claims of the ‘969 patent.

25 191. Streetspace is informed and believes and based thereon alleges that Jumtap uses  
26 terminals to test and develop its mobile advertising network.

27 192. Streetspace is informed and believes and based thereon alleges that Jumtap  
28 claims to be “the leader in targeted mobile advertising.” *See, e.g.,* [www.jumtap.com](http://www.jumtap.com).

1 193. Streetspace is informed and believes and based thereon alleges that Jumtap  
2 maintains databases in the United States and abroad that store and retain consumer data obtained  
3 from consumers located inside and outside the United States. The consumer data that Jumtap  
4 retains in its databases includes, among other things, Internet behavior of consumers; locations of  
5 consumers and/or consumers' terminals; personal information such as income and gender;  
6 responses to advertising; login and logoff times; IP addresses, visited web sites, pages, and apps;  
7 unique cookie IDs; browser types; and terminal types.

8 194. Streetspace is informed and believes and based thereon alleges that Jumtap  
9 utilizes server software and/or tracking cookies located on consumer terminals in order to identify  
10 consumers and target ads.

11 **Jumtap's Indirect Infringement**

12 195. Streetspace is informed and believes and based thereon alleges that Jumtap is  
13 infringing indirectly by intentionally inducing a direct infringer to infringe one or more claims of  
14 the '969 patent.

15 196. Jumtap has had actual knowledge of the '969 patent since at least August 23,  
16 2010.

17 197. Streetspace is informed and believes and based thereon alleges that the '969 patent  
18 has been and currently is directly infringed in the United States and abroad by, without limitation,  
19 (1) consumers receiving targeted advertisements from Jumtap, (2) advertisers employing  
20 Jumtap's systems and methodologies for delivering and displaying targeted advertisements, and  
21 (3) web site or app developers utilizing Jumtap's targeted advertisements. Jumtap has  
22 knowledge of and induces that infringement by intentionally encouraging and/or aiding  
23 consumers, advertisers, and app developers to use terminals, Jumtap's databases comprising  
24 consumer data, and Jumtap's software (i.e., programs) for the display of targeted advertisements.  
25 Jumtap intentionally designs, manufactures, markets, promotes, sells, services, supports,  
26 provides software developer kits and online help, and educates consumers, advertisers, and app  
27 developers on its software, and systems and methodologies for delivering and displaying targeted  
28 advertisements. Jumtap has known or should have known that these actions would cause direct

1 infringement of the '969 patent and did so with specific intent to encourage and aid direct  
2 infringement.

3 198. Streetspace is informed and believes and based thereon alleges that consumers,  
4 advertisers, and app developers put Jumtap's system for delivering and displaying targeted  
5 advertisements into service, i.e., control the system as a whole and obtain benefit from it.

6 199. Streetspace is informed and believes and based thereon alleges that based upon  
7 Jumtap's prior knowledge of the '969 patent and other facts to be proved at trial, Jumtap's  
8 infringement of the '969 patent has been and is willful.

9 200. As a result of Jumtap's infringement of the '969 patent, Streetspace has suffered  
10 and is continuing to suffer damages in an amount to be determined at trial.

11 201. Streetspace has suffered and will continue to suffer irreparable injury for which  
12 there is no adequate remedy at law unless enjoined by this Court. Accordingly, Streetspace is  
13 entitled to an injunction against further infringement by Jumtap.

14 202. Jumtap's infringement of the '969 patent is exceptional and entitles Streetspace to  
15 attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, plaintiff Streetspace prays for judgment in its favor against all Defendants  
18 for the following relief:

19 (a) An Order adjudging Defendants to have infringed the '969 patent under 35 U.S.C.  
20 § 271;

21 (b) An Order adjudging Defendants to have willfully infringed the '969 patent under  
22 35 U.S.C. § 271;

23 (c) A permanent injunction enjoining Defendants, their respective officers, directors,  
24 agents, servants, employees and attorneys, parent and subsidiary companies, distributors,  
25 affiliates, assignees and successors in interest, and those persons acting in concert or participation  
26 with Defendants, from directly or indirectly infringing the '969 patent in violation of 35 U.S.C. §  
27 271;

28 (d) That Defendants account for all gains, profits, and advantages derived by their



1 infringement of the '969 patent in violation of the 35 U.S.C. § 271, and that Defendants pay to  
2 Streetspace all damages suffered by Streetspace;

3 (e) An Order for a trebling of damages and/or exemplary damages because of  
4 Defendants' willful misconduct under 35 U.S.C. § 284;

5 (f) An Order adjudging that this case is an exceptional case;

6 (g) An award to Streetspace of the attorneys' fees and costs incurred by Streetspace in  
7 connection with this action under 35 U.S.C. § 285;

8 (h) An award of pre-judgment and post-judgment interest and costs of this action  
9 against Defendants; and

10 (i) Such other and/or further relief that this Court deems just and proper.

11 Dated: February 25, 2011

SAN DIEGO IP LAW GROUP LLP

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13

By: /s/Trevor Coddington

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DOUGLAS E. OLSON

JAMES V. FAZIO, III

TREVOR Q. CODDINGTON, PH.D.

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Attorneys for Plaintiff  
STREETSPACE, INC.

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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff Streetspace hereby demands a trial by jury of all issues so triable.

Dated: February 25, 2011

SAN DIEGO IP LAW GROUP LLP

By: /s/Trevor Coddington

DOUGLAS E. OLSON  
JAMES V. FAZIO, III  
TREVOR Q. CODDINGTON, PH.D.

Attorneys for Plaintiff  
STREETSPACE, INC.

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**CERTIFICATE OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years old, employed in the County of San Diego, State of California, and am not a party to the above-entitled action.

On February 25, 2011, I filed a copy of the following document:

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

by electronically filing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following email addresses:

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**David Heskel Ben-Meir**  
Alston & Bird LLP  
[david.ben-meir@alston.com](mailto:david.ben-meir@alston.com)

I hereby certify and declare, under the penalty of perjury, under the laws of the United States and of the State of California, that the foregoing is true and correct.

Executed on this 25<sup>th</sup> day of February 2011, at San Diego, California.

By: /s/ Trevor Coddington  
Trevor Coddington