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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

5 Attorneys for Plaintiff, GILDERSLEEVE HOLDINGS AG, LLC
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9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

12 GILDERSLEEVE HOLDINGS AG, LLC,

13 Plaintiff,

14 v.

15 LINKEDIN CORPORATION, MATCH.COM,
16 LLC, AVALANCHE, LLC,
OVERSTOCK.COM, INC., MARKETRANGE,
17 INC., HERE MEDIA, INC.,

18 Defendants.
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Case No. 10-cv-07084 PA (JCGx)

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

Jury Trial Demanded

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PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiff Gildersleeve Holdings AG, LLC ("Plaintiff"), by and through its undersigned counsel, files this Original Complaint against LinkedIn Corporation, Match.com, LLC, Avalanche, LLC, Overstock.com, Inc., MarketRange, Inc., and Here Media, Inc. (collectively "Defendants") as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendants' infringement of Plaintiff's United States Patent No. 7,000,183 entitled "*Method And Apparatus For Viewer-Specific Presentation Of Information*" (the "'183 patent"; a copy of which is attached hereto as Exhibit A). Plaintiff is the exclusive licensee of the '183 patent with respect to the Defendants. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. Plaintiff is a limited liability company organized and existing under the laws of the State of Delaware. Plaintiff maintains its principal place of business at 1224 Mill Street, Building B, Suite 212, East Berlin, Connecticut 06023. Plaintiff is the exclusive licensee of the '183 patent with respect to the Defendants, and possesses the right to sue for infringement and recover past damages.

3. Upon information and belief, LinkedIn Corporation, ("LinkedIn") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 2029 Stierlin Court, Mountain View, California 94043.

4. Upon information and belief, Match.com, LLC, ("Match") is a limited liability corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 8300 Douglas Avenue, Suite 800, Dallas, Texas 75225.

5. Upon information and belief, Avalanche, LLC, ("Avalanche") is a limited liability corporation organized and existing under the laws of the State of Florida, with its principal place of business located at 1691 Michigan Avenue, Suite 410, Miami Beach, Florida 33139.

1 California, and/or has induced others to commit patent infringement in the State of California and
 2 in the Central District of California. Each Defendant solicits customers in the State of California
 3 and in the Central District of California. Each Defendant has many paying customers who are
 4 residents of the State of California and the Central District of California and who each use each of
 5 the respective Defendant's products and services in the State of California and in the Central
 6 District of California.

7 12. Venue is proper in the Central District of California pursuant to 28 U.S.C. §§ 1391
 8 and 1400(b).

9
 10 **COUNT I – PATENT INFRINGEMENT**

11 13. The '183 patent was duly and legally issued by the United States Patent and
 12 Trademark Office on February 14, 2006, after full and fair examination for systems and methods
 13 for secure messaging on an insecure network. Plaintiff is the exclusive licensee of the '183 patent
 14 with respect to the Defendants, and possesses all rights of recovery under the '183 patent with
 15 respect to the Defendants, including the right to sue for infringement and recover past damages.

16 14. Upon information and belief, LinkedIn has infringed and continues to infringe one
 17 or more claims of the '183 patent by making, using, providing, offering to sell, and selling
 18 (directly or through intermediaries), in this district and elsewhere in the United States, systems
 19 and methods for viewer-specific presentation of information, including via the website
 20 <http://www.linkedin.com>. More particularly, Plaintiff is informed and believes that LinkedIn has
 21 and updates and/or requires and/or directs users of the LinkedIn website to use and update a
 22 database of metadata defining a predetermined plurality of viewer states in the manner claimed in
 23 the '183 Patent.

24 15. Upon information and belief, Match has infringed and continues to infringe one or
 25 more claims of the '183 patent by making, using, providing, offering to sell, and selling (directly
 26 or through intermediaries), in this district and elsewhere in the United States, systems and
 27 methods for viewer-specific presentation of information, including via the website
 28 <http://www.match.com>. More particularly, Plaintiff is informed and believes that Match has and

1 updates and/or requires and/or directs users of the Match website to use and update a database of
2 metadata defining a predetermined plurality of viewer states in the manner claimed in the '183
3 Patent.

4
5 16. Upon information and belief, Avalanche has infringed and continues to infringe
6 one or more claims of the '183 patent by making, using, providing, offering to sell, and selling
7 (directly or through intermediaries), in this district and elsewhere in the United States, secure
8 messaging systems and methods that embody the patented invention, including via the website
9 <http://www.matchmaker.com>. More particularly, Plaintiff is informed and believes that
10 Avalanche has and updates and/or requires and/or directs users of the matchmaker website to use
11 and update a database of metadata defining a predetermined plurality of viewer states in the
12 manner claimed in the '183 Patent.

13 17. Upon information and belief, Overstock has infringed and continues to infringe
14 one or more claims of the '183 patent by making, using, providing, offering to sell, and selling
15 (directly or through intermediaries), in this district and elsewhere in the United States, secure
16 messaging systems and methods that embody the patented invention, including via the website
17 <http://www.overstock.com>. More particularly, Plaintiff is informed and believes that Overstock
18 has and updates and/or requires and/or directs users of the overstock.com website to use and
19 update a database of metadata defining a predetermined plurality of viewer states in the manner
20 claimed in the '183 Patent.

21 18. Upon information and belief, MRI has infringed and continues to infringe one or
22 more claims of the '183 patent by making, using, providing, offering to sell, and selling (directly
23 or through intermediaries), in this district and elsewhere in the United States, secure messaging
24 systems and methods that embody the patented invention, including via the website
25 <http://www.perfectmatch.com>. More particularly, Plaintiff is informed and believes that MRI has
26 and updates and/or requires and/or directs users of the perfectmatch website to use and update a
27 database of metadata defining a predetermined plurality of viewer states in the manner claimed in
28 the '183 Patent.

1 19. Upon information and belief, HMI has infringed and continues to infringe one or
2 more claims of the '183 patent by making, using, providing, offering to sell, and selling (directly
3 or through intermediaries), in this district and elsewhere in the United States, secure messaging
4 systems and methods that embody the patented invention, including via the website
5 <http://www.gay.com>. More particularly, Plaintiff is informed and believes that HMI has and
6 updates and/or requires and/or directs users of the gay.com website to use and update a database
7 of metadata defining a predetermined plurality of viewer states in the manner claimed in the '183
8 Patent. Upon information and belief, HMI has also contributed to the infringement of one or
9 more claims of the '183 patent, and/or actively induced others to infringe one or more claims of
10 the '183 patent via their website, in this district and elsewhere in the United States.

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12 20. Each Defendant's aforesaid activities have been without authority and/or license
13 from Plaintiff.

14 21. Plaintiff is entitled to recover from the Defendants the damages sustained by
15 Plaintiff as a result of the Defendants' wrongful acts in an amount subject to proof at trial, which,
16 by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this
17 Court under 35 U.S.C. § 284.

18 22. Defendants' infringement of Plaintiff's exclusive rights under the '183 patent will
19 continue to damage Plaintiff, causing irreparable harm for which there is no adequate remedy at
20 law, unless enjoined by this Court.

21 **JURY DEMAND**

22 23. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of
23 Civil Procedure.

24 **PRAYER FOR RELIEF**

25 Plaintiff respectfully requests that the Court find in its favor and against Defendants, and
26 that the Court grant Plaintiff the following relief:

- 1 A. An adjudication that one or more claims of the '183 patent have been infringed,
2 either literally and/or under the doctrine of equivalents, by one or more Defendants
3 and/or by others to whose infringement Defendants have contributed and/or by
4 others whose infringement has been induced by Defendants;
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6 B. An award to Plaintiff of damages adequate to compensate Plaintiff for the
7 Defendants' acts of infringement together with pre-judgment and post-judgment
8 interest;
9
10 C. That, should one or more of the Defendants' acts of infringement be found to be
11 willful from the time that Defendants became aware of the infringing nature of
12 their actions, which is the time of filing of Plaintiff's Original Complaint at the
13 latest, that the Court award treble damages for the period of such willful
14 infringement pursuant to 35 U.S.C. § 284;
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16 D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the
17 Defendants from further acts of (1) infringement, (2) contributory infringement,
18 and (3) actively inducing infringement with respect to the claims of the '183
19 patent;
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21 E. That this Court declare this to be an exceptional case and award Plaintiff its
22 reasonable attorneys' fees and costs in accordance with 35 U.S.C. §285; and
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24 F. Any further relief that this Court deems just and proper.

Respectfully submitted,
WHITE FIELD, INC.



26 Dated: December 6, 2010

Steven W. Ritcheson,
Attorney for Plaintiff
GILDERSLEEVE HOLDINGS AG, LLC