

1 PAUL J. ANDRE (State Bar No. 196585)
pandre@kramerlevin.com
2 LISA KOBIALKA (State Bar No. 191404)
lkobialka@kramerlevin.com
3 JAMES HANNAH (State Bar No. 237978)
jhannah@kramerlevin.com
4 MICHAEL LEE (State Bar No. 264592)
mhlee@kramerlevin.com
5 KRAMER LEVIN NAFTALIS & FRANKEL LLP
990 Marsh Road
6 Menlo Park, CA 94025
Telephone: (650) 752-1700
7 Facsimile: (650) 752-1800

8 *Attorneys for Plaintiff*
9 BASCOM RESEARCH, LLC

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

14 BASCOM RESEARCH, LLC a Virginia
15 Limited Liability Company,

16 Plaintiff,

17 v.

18 LINKEDIN CORPORATION, a Delaware
19 Corporation,

20 Defendant.

Case No.: 3:12-CV-06294-SI

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Bascom Research, LLC (“Bascom”) files this Complaint for Patent Infringement
2 and Jury Demand against Defendant LinkedIn Corporation (“Defendant” or “LinkedIn”) and
3 alleges as follows:

4 **THE PARTIES**

5 1. Bascom is a Virginia limited liability company organized and existing under the laws of
6 Virginia having a principal place of business at 7025 Elizabeth Drive, McLean, Virginia 22101.

7 2. On information and belief, Defendant is a Delaware corporation organized and existing
8 under the laws of Delaware, with its principal place of business at 2029 Stierlin Court, Mountain
9 View, California 94043, and with additional United States offices in Chicago, Illinois, Los Angeles,
10 California, New York, New York, Omaha, Nebraska, and San Francisco, California.

11 **JURISDICTION AND VENUE**

12 3. This action arises under the Patent Act, 35 U.S.C. § 101 *et seq.* This Court has original
13 jurisdiction over this controversy pursuant to 28 U.S.C. §§ 1331 and 1338.

14 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(b).

15 5. This Court has personal jurisdiction over Defendant. Upon information and belief,
16 Defendant does business in this District and has, and continues to, infringe and/or induce the
17 infringement in Virginia and in this District. In addition, the Court has personal jurisdiction over
18 Defendant because it has established minimum contacts with the forum and the exercise of jurisdiction
19 would not offend traditional notions of fair play and substantial justice.

20 **FACTS COMMON TO ALL COUNTS**

21 6. On September 19, 2006, U.S. Patent No. 7,111,232 (“the ‘232 Patent”), entitled
22 METHOD AND SYSTEM FOR MAKING DOCUMENT OBJECTS AVAILABLE TO USERS OF
23 A NETWORK, was issued to Thomas Layne Bascom. A true and correct copy of the ‘232 Patent is
24 attached to this Complaint as Exhibit A and is incorporated by reference herein.
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1 7. All rights, title, and interest in the '232 Patent have been assigned to Bascom, which is
2 the sole owner of the '232 Patent.

3 8. The '232 Patent is generally directed towards a web-based system for distributing
4 relevant content to its users. This system provides users with relevant content using the link
5 relationships between content. As a result, entities or groups are provided with the ability to
6 communicate relevant information to their employees or members as those members or employees
7 access such content.

8
9 9. On November 21, 2006, U.S. Patent No. 7,139,974 ("the '974 Patent"), entitled
10 FRAMEWORK FOR MANAGING DOCUMENT OBJECTS STORED ON A NETWORK, was
11 issued to Thomas Layne Bascom. A true and correct copy of the '974 Patent is attached to this
12 Complaint as Exhibit B and is incorporated by reference herein.

13 10. All rights, title, and interest in the '974 Patent have been assigned to Bascom, which is
14 the sole owner of the '974 Patent.

15 11. The '974 Patent is generally directed towards web-based system for managing content
16 using the relationships between content. Such link relationships are stored in link directories.
17 Additionally, the invention provides a framework for creating and presenting such link relationships in
18 such a way that users are provided with relevant content.

19 12. On January 2, 2007, U.S. Patent No. 7,158,971 ("the '971 Patent"), entitled METHOD
20 FOR SEARCHING DOCUMENT OBJECTS ON A NETWORK, was issued to Thomas Layne
21 Bascom. A true and correct copy of the '971 Patent is attached to this Complaint as Exhibit C and is
22 incorporated by reference herein.

23 13. All rights, title, and interest in the '971 Patent have been assigned to Bascom, which is
24 the sole owner of the '971 Patent.

1 14. The '971 Patent is generally directed towards web-based methods for searching and
2 identifying link relationships between content. This invention involves an initial search then narrowing
3 down the information using link relationships between the content.

4 15. On June 17, 2008, U.S. Patent No. 7,389,241 ("the '241 Patent"), entitled METHOD
5 FOR USERS OF A NETWORK TO PROVIDE OTHER USERS WITH ACCESS TO LINK
6 RELATIONSHIPS BETWEEN DOCUMENTS, was issued to Thomas Layne Bascom. A true and
7 correct copy of the '241 Patent is attached to this Complaint as Exhibit D and is incorporated by
8 reference herein.
9

10 16. All rights, title, and interest in the '241 Patent have been assigned to Bascom, which is
11 the sole owner of the '241 Patent.

12 17. The '241 Patent is generally directed towards web-based methods for deriving
13 value/revenue from the process of sharing content with other users. One of the ways that this is
14 accomplished is by billing based on link directories created. Another way of billing is based on
15 activity involving access of link directories.
16

17 18. Defendant owns and operates the website located on the Worldwide Web at the web
18 address of www.linkedin.com (the "LinkedIn website").

19 19. On information and belief, Defendant operates a data center in the state of Virginia, in
20 this District, that is affiliated with the LinkedIn website.

21 20. The LinkedIn website is a social networking platform that allows its users to create
22 their own personal profiles, link with their co-workers, acquaintances, etc., join common-interest user
23 groups, and engage a variety of content. The LinkedIn website is built on a social graph which is
24 accessible via the LinkedIn Application Program Interface (API). The LinkedIn API uniformly
25 represents objects in the graph (e.g., people, groups, company, jobs, etc.) and the connections between
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1 them (*e.g.*, colleague, classmate, business partner, friend, etc.). LinkedIn generally uses URL Query
2 parameters to query the data exposed by the LinkedIn API.

3 21. Every object in the social graph has a unique identifier and can be accessed using a
4 unique URL. The objects in the social graph available to third-party developers include Profile,
5 Groups, Companies, Jobs. Each object has a variety of fields that correspond to data relating to the
6 object. For example, the Profile object contains 7 categories of fields that require member permission
7 and 11 structured objects which are exposed by the Profile API to third-party developers.
8

9 22. All of the objects in the social graph are linked to each other via connections. These
10 connections are exposed to third-party developers using the Connections API. Connections can be
11 established for colleagues, classmates, business partners, friends or unknown people. Additional
12 information regarding the objects and connections available to third-party developers can be found at
13 <https://developer.linkedin.com>

14 23. Upon information and belief, there are additional objects and related information
15 available to developers employed by LinkedIn that are not available to third-party developers or the
16 general public. Accordingly, the above listed objects and related information are exemplary and not
17 limiting.
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19 24. The objects in the social graph can be manipulated using various methods, including
20 HTTP methods such as GET, POST, PUT and DELETE. Popular resources that can be written to
21 include Network update, Shares, Invitations, Company follow, Joint a Group, Group post comment.
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23 25. The LinkedIn Platform contains a share and social stream. This stream allows members
24 to share content and insights to the various connections. The Network Updates Stream is exposed to
25 third-party developers using the Share API. The Network Updates follow a similar structure which
26 identify the user who created the network update as well as the context of the update. An example of
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1 a Network Update is a CONN update that contains an update-content/connections node that describes
2 the user and the update-content/person which indicates the first degree connection making the new
3 connection.

4 26. Notably, the LinkedIn API is primarily marketed to third-party developers. However,
5 any description of this mechanism is not intended to be limiting. Instead, the descriptions of this
6 mechanism are intended to demonstrate the existence of components that are contained within the
7 backend of the LinkedIn website. Thus, the analysis provided herein is relevant to the LinkedIn
8 Platform, including the LinkedIn website, as a whole and is not limited to third-party development
9 tools. Furthermore, upon information and belief, developers employed by LinkedIn utilize similar, if
10 not the same mechanisms, in order to develop and maintain the LinkedIn Platform, including the
11 LinkedIn website.

12 27. LinkedIn requires its users to activate an account in order to use the LinkedIn website.
13 Activation of an account requires a user to agree to terms and conditions that dictate how they use the
14 LinkedIn website. LinkedIn generates a unique Profile object for each account which contains the
15 personal information of the user. LinkedIn also generates connections for each Profile object that
16 associates the Profile object with other objects in the social graph. The establishment of these objects
17 and connections may generate activity on the LinkedIn website which are viewable to the user and/or
18 other users of the LinkedIn website via the Network Updates. LinkedIn provides detailed instructions
19 to its users regarding all aspects of the LinkedIn website which results in the generation of objects,
20 connections and activity on the LinkedIn website. These instructions can be found at
21 <http://help.linkedin.com>.

22 28. LinkedIn also permits third-party developers to access and use the LinkedIn website.
23 LinkedIn requires third-party developers to agree to terms and conditions that dictate how they access
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1 and use the LinkedIn website. Third-party developers have access to a variety of objects and
2 connections in order to build applications and websites that integrate with the LinkedIn website.
3 Applications and websites that integrate with the LinkedIn website are also known utilizing the
4 LinkedIn Platform.

5 29. The LinkedIn Platform includes the LinkedIn website as well as the set of development
6 tools and APIs that are provided to third-party developers. LinkedIn provides detailed instructions to
7 developers to enable them to integrate with the LinkedIn website to create social applications and
8 websites to reach its users. These instructions can be found at <https://developer.linkedin.com>.
9 Additional information about the backend systems at LinkedIn can be found <http://data.linkedin.com>.

11 30. The LinkedIn Platform also allows advertisers to build a Facebook webpage and
12 connect with an audience. These ads can utilize the collection of LinkedIn's
13 relationships/connections and even LinkedIn's collection of user actions. The strategy of advertising
14 on LinkedIn allows the ads to reach a specific targeted audience based on the
15 relationships/connections of specific LinkedIn users. LinkedIn bills the advertisers to generate
16 revenue.
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18 31. The LinkedIn Platform offers several premium services that require a subscription:
19 LinkedIn Premium, LinkedIn for recruiters, LinkedIn for job seekers, and LinkedIn for sales
20 professionals. Each of these LinkedIn services has subcategories that change the price of the
21 subscription and the quantity that the user can utilize the services. The services allow, for example,
22 use of LinkedIn's Inmail service, access to other LinkedIn user's complete (i.e. non-public) profiles,
23 premium search functionality, etc. The premium LinkedIn services each provide additional features
24 as noted above, however, the most notable feature of the premium services allow for user's with a
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1 premium subscription to access additional content that is unavailable to users without a premium
2 LinkedIn service subscription.

3 32. On information and belief, Defendant has been and is now infringing the '232 Patent,
4 the '974 Patent, the '241 Patent and the '971 Patent (collectively "the Patents-In-Suit") in the state of
5 Virginia, in this judicial District, and elsewhere in the United States by, among other things, making,
6 using, and operating the system and methods on the LinkedIn Platform. Reference to the LinkedIn
7 Platform includes the LinkedIn website, as well as the set of development tools and APIs provided to
8 third-party developers.
9

10 33. By way of non-limiting example, as discussed above, the LinkedIn Platform includes a
11 number of document objects that represent various entities. The LinkedIn Platform also contains a
12 number of linking relationships that connect the document objects to each other. These linking
13 relationships contain a variety of attributes that describe the linking relationship. By way of non-
14 limiting example, these attributes may be found in the social graph of the LinkedIn Platform which is
15 exposed via the LinkedIn API and may be manipulated using various API mechanisms. Each of the
16 elements of the social graph, including the link relationships, may be retrieved using a unique
17 identifier and presented based on the particular implementation of the application. Furthermore, users
18 of the LinkedIn Platform are given the ability to access objects based on their relationship to other
19 objects. For at least these reasons, the LinkedIn Platform infringes the Patents-In-Suit.
20

21 34. In addition to directly infringing the Patents-In-Suit pursuant to 35 U.S.C. § 271(a)
22 either literally or under the doctrine of equivalents, Defendant indirectly infringes the Patents-In-Suit
23 pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including its users, to
24 perform all or some of the steps of the method claims, either literally or under the doctrine of
25 equivalents, of the Patents-In-Suit
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COUNT I

(Direct Infringement of the '232 Patent pursuant to 35 U.S.C. § 271(a))

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2 35. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
3 allegations of the preceding paragraphs, as set forth above.

4
5 36. Bascom is informed and believes Defendant has infringed and continues to infringe,
6 and has actively and knowingly induced and continues to actively and knowingly induce infringement
7 of one or more claims of the '232 Patent, all in violation of 35 U.S.C. § 271(a)(b).

8 37. Bascom is informed and believes Defendant's infringement is based upon literal
9 infringement or, in the alternative, infringement under the doctrine of equivalents.

10 38. Defendant's acts of making, using, importing, selling, and/or offering for sale
11 infringing products and services have been without the permission, consent, authorization or license of
12 Bascom.

13
14 39. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
15 importation and/or offer for sale of Defendant's products and services, including but not limited to the
16 LinkedIn website located on the Worldwide Web at the web address www.Linkedin.com, which
17 embody the patented invention of the '232 Patent.

18 40. Bascom is informed and believes that as a result of Defendant's unlawful activities,
19 Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate
20 remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

21
22 41. Bascom is informed and believes that Defendant's infringement of the '232 Patent has
23 injured and continues to injure Bascom in an amount to be proven at trial.

COUNT II

(Indirect Infringement of the '232 Patent pursuant to 35 U.S.C. § 271(b))

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26 42. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
27 allegations of the preceding paragraphs, as set forth above.

1 43. Bascom is informed and believes, and based thereon alleges, that Defendant has
2 induced and continues to induce others to infringe at least claims 4, 5, 6, 11, 12, 13, 14, 15 of the '232
3 Patent under 35 U.S.C. § 271(b).

4 44. Defendant has had knowledge of the '232 Patent at least as of the time it learned of this
5 action for infringement, which was filed on October 3, 2012. Despite this knowledge, Defendant
6 continues to infringe one or more claims of the '232 Patent.

7
8 45. In addition to directly infringing the '232 Patent, Defendant indirectly infringes the
9 '232 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
10 but not limited to its users and developers, to perform some of the steps of the method claims, either
11 literally or under the doctrine of equivalents, of the '232 Patent. Defendant knew or was willfully
12 blind to the fact that it was inducing infringement by practicing in conjunction with others, including
13 users and developers, one or more method claims of the '232 Patent.

14 46. Defendant knowingly and actively aided and abetted the direct infringement of the '232
15 Patent by instructing and encouraging its users and developers to use the LinkedIn Platform. Such
16 instructions and encouragement include but are not limited to, advising third parties to use the
17 LinkedIn Platform in an infringing manner; providing a mechanism through which third parties may
18 infringe the '232 Patent, specifically through the use of the LinkedIn Platform; advertising and
19 promoting the use of the LinkedIn Platform in an infringing manner; and distributing guidelines and
20 instructions to third parties on how to use the LinkedIn Platform in an infringing manner.

21 47. LinkedIn regularly updates and maintains the LinkedIn Help Center to provide
22 demonstration, instruction, and technical assistance to users to help them use the LinkedIn Platform,
23 including:
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- 25 • Companies (*see e.g.* Company Page Guide at
26 <http://help.linkedin.com/ci/fattach/get/2081803/0/filename/CoPageGuide.pdf>
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1 (attached as Exhibit E) encourages users to create Company pages by stating
2 “Showcase your business, reach new customers and attract great talent” and
3 provides an analytics section to “track which updates are drawing the most traffic
4 to your page and greatest engagement”),

- 5 • Photos (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/1615 (attached as
6 Exhibit F) provides instructions to users, including “Adding or Changing Your
7 Profile Photo”),
- 8 • Sharing (*see e.g.* <http://learn.linkedin.com/the-homepage/> (attached as Exhibit G)
9 provides tips to users such as “Sharing content on LinkedIn is simple...Try
10 sharing news articles, job postings, career developments, and any content related
11 to your area of professional development.”),
- 12 • Updates (*see e.g.* <http://learn.linkedin.com/the-homepage/> (attached as Exhibit G)
13 provides instructions to users such as “Use your homepage to: View your latest
14 messages and get network updates from colleagues and connections.”), and
- 15 • Groups (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/6 (attached as
16 Exhibit H) provides instructions to users, including “How do I create a group”).

17 48. LinkedIn provides best practices guides that instruct users how to use the LinkedIn
18 Platform in an infringing manner. For example,
19 [http://marketing.linkedin.com/sites/default/files/attachment/LinkedIn_TargetedStatusUpdates_BestPra
20 ctices.pdf](http://marketing.linkedin.com/sites/default/files/attachment/LinkedIn_TargetedStatusUpdates_BestPractices.pdf) (attached as Exhibit I) advises users to “Post regularly” and “Post as many status updates as
21 your content supports. You will reach more of your audience and extend your reach as you post more
22 often. Post at least 20 status updates per month to maximize your reach to approximately 60% or more
23 of your unique audience each month. Our best-in-class marketers are posting 3-4 status updates per
24 day, per audience.” This best practices guide also encourages interactions (e.g. likes, comments and
25 shares): “Encourage your audience to participate. Post status updates encouraging your followers to
26 interact with you. Interactions (e.g., likes, comments, and shares) drive the amplification to your
27 followers’ connections to help extend your reach. Participate in the conversation with follow-up
28 questions or answers. Leverage your other LinkedIn assets (e.g., interesting group activity) as content

1 to crosspromote in your status updates. Write updates that include clear calls to action (e.g., like,
2 share, or “Tell us something”). Ask questions to spark participation in the discussion thread.”

3 49. LinkedIn promotes and encourages using the LinkedIn Platform to generate sales leads.
4 For example, LinkedIn’s slides at [http://www.slideshare.net/linkedin-sales-solutions/linkedin-sales-](http://www.slideshare.net/linkedin-sales-solutions/linkedin-sales-navigator-13611054)
5 [navigator-13611054](http://www.slideshare.net/linkedin-sales-solutions/linkedin-sales-navigator-13611054) (attached as Exhibit J) states “LinkedIn offers compelling insights into new leads
6 through profile and company data, status updates, and groups.”

7 8 50. Bascom is informed and believes LinkedIn instructs users, including employees, to use
9 and test the LinkedIn Platform. For example, LinkedIn hires Software Engineers in Test to perform
10 Release QA or functional validation of the LinkedIn Platform.¹

11 51. LinkedIn provides demonstration, instruction, and technical assistance and a set of
12 programming interfaces and tools to encourage developers to integrate their applications with the
13 LinkedIn Platform. For example, <https://developer.linkedin.com/apis> (attached as Exhibit K) provides
14 APIs such as Share and Social Stream, Groups, and Companies.

15 52. LinkedIn provides Sharing tools at <http://developer.linkedin.com/publishers> (attached
16 as Exhibit X) which encourages developers to use the infringing sharing or publishing feature by
17 stating “Adding the Share plugin is a low-effort, yet powerful way to drive more users to your site”
18 and “Get more users by creating an integrated sharing experience that includes attribution to your
19 application.”

20 53. The reasonable inference to be drawn from the facts set forth in this Amended
21 Complaint is that LinkedIn actively and intentionally maintains and updates its websites and
22 documentation, including its Help Center and Developers websites and documentation, to promote its
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26 http://www.linkedin.com/jobs?viewJob=&jobId=5080941&srchIndex=5&trk=njsrch_hits&goba
27 [ck=%2Efjs *2 *2 *1 Y *1 *1 *1 1 R true *2 *2 288351+2678557+2507471+2516102+2](http://www.linkedin.com/jobs?viewJob=&jobId=5080941&srchIndex=5&trk=njsrch_hits&goba)
28 [525530+1337+2403888 *2 *2 *2 eng *2 *2](http://www.linkedin.com/jobs?viewJob=&jobId=5080941&srchIndex=5&trk=njsrch_hits&goba) (attached as Exhibit M).

1 products and services to encourage potential users and developers to use the LinkedIn Platform in the
2 manner described by Bascom.

3 54. The further reasonable inference to be drawn from the facts set in this Amended
4 Complaint is that LinkedIn actively updates its websites and documentation, including its Help Center
5 and Developers websites and documentation, to promote the LinkedIn Platform, including Companies,
6 Photos, Sharing, Updates and Groups to encourage users and developers to practice the methods
7 taught in the '232 Patent.
8

9 **COUNT III**
10 **(Direct Infringement of the '974 Patent pursuant to 35 U.S.C. § 271(a))**

11 55. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
12 allegations of the preceding paragraphs, as set forth above.

13 56. Bascom is informed and believes Defendant has infringed and continues to infringe,
14 and has actively and knowingly induced and continues to actively and knowingly induce infringement
15 of one or more claims of the '974 Patent, all in violation of 35 U.S.C. § 271(a)(b).

16 57. Bascom is informed and believes Defendant's infringement is based upon literal
17 infringement or, in the alternative, infringement under the doctrine of equivalents.

18 58. Defendant's acts of making, using, importing, selling, and/or offering for sale
19 infringing products and services have been without the permission, consent, authorization or license of
20 Bascom.
21

22 59. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
23 importation and/or offer for sale of Defendant's products and services, including but not limited to the
24 LinkedIn website located on the Worldwide Web at the web address www.Linkedin.com, which
25 embody the patented invention of the '974 Patent.
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1 LinkedIn Platform in an infringing manner; providing a mechanism through which third parties may
2 infringe the '974 Patent, specifically through the use of the LinkedIn Platform; advertising and
3 promoting the use of the LinkedIn Platform in an infringing manner; and distributing guidelines and
4 instructions to third parties on how to use the LinkedIn Platform in an infringing manner.

5 67. LinkedIn regularly updates and maintains the LinkedIn Help Center to provide
6 demonstration, instruction, and technical assistance to users to help them use the LinkedIn Platform,
7 including:
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- 9 • Companies (*see e.g.* Company Page Guide at
10 <http://help.linkedin.com/ci/fattach/get/2081803/0/filename/CoPageGuide.pdf>
11 (attached as Exhibit E) encourages users to create Company pages by stating
12 “Showcase your business, reach new customers and attract great talent” and
13 provides an analytics section to “track which updates are drawing the most traffic
14 to your page and greatest engagement”),
- 15 • Photos (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/1615 (attached
16 as Exhibit F) provides instructions to users, including “Adding or Changing Your
17 Profile Photo”),
- 18 • Sharing (*see e.g.* <http://learn.linkedin.com/the-homepage/> (attached as Exhibit G)
19 provides tips to users such as “Sharing content on LinkedIn is simple...Try
20 sharing news articles, job postings, career developments, and any content related
21 to your area of professional development.”),
- 22 • Updates (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/8259 (attached
23 as Exhibit N) provides instructions and video to users, including “How does a
24 company post a status update”), and
- 25 • Groups (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/4049 (attached
26 as Exhibit O) providing instruction to users, including, “How do I see my recent
27 activity in a group.”).

28 68. LinkedIn regularly updates and maintains LinkedIn Marketing Solutions to give users
instruction on how to get started with LinkedIn. For example, [http://marketing.linkedin.com/get-](http://marketing.linkedin.com/get-started)
[started](http://marketing.linkedin.com/get-started) (attached as Exhibit P) states “Create your company’s social hub on the world’s largest
professional network” and “Send updates to your company followers and get your message spread
across LinkedIn.”

1 74. Bascom is informed and believes Defendant has infringed and continues to infringe,
2 and has actively and knowingly induced and continues to actively and knowingly induce infringement
3 of one or more claims of the '241 Patent, all in violation of 35 U.S.C. § 271(a)(b).

4 75. Bascom is informed and believes Defendant's infringement is based upon literal
5 infringement or, in the alternative, infringement under the doctrine of equivalents.

6 76. Defendant's acts of making, using, importing, selling, and/or offering for sale
7 infringing products and services have been without the permission, consent, authorization or license of
8 Bascom.

9 77. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
10 importation and/or offer for sale of Defendant's products and services, including but not limited to the
11 LinkedIn website located on the Worldwide Web at the web address www.Linkedin.com, which
12 embody the patented invention of the '241 Patent.

13 78. Bascom is informed and believes that as a result of Defendant's unlawful activities,
14 Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate
15 remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

16 79. Bascom is informed and believes that Defendant's infringement of the '241 Patent has
17 injured and continues to injure Bascom in an amount to be proven at trial.

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20 **COUNT VI**
21 **(Indirect Infringement of the '241 Patent pursuant to 35 U.S.C. § 271(b))**

22 80. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
23 allegations of the preceding paragraphs, as set forth above.

24 81. Bascom is informed and believes, and based thereon alleges, that Defendant has
25 induced and continues to induce others to infringe at least claims 61, 62, 63, 73, 78 of the '241 Patent
26 under 35 U.S.C. § 271(b).

1 82. Defendant has had knowledge of the '241 Patent at least as of the time it learned of this
2 action for infringement, which was filed on October 3, 2012. Despite this knowledge, Defendant
3 continues to infringe one or more claims of the '241 Patent.

4 83. In addition to directly infringing the '241 Patent, Defendant indirectly infringes the
5 '241 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
6 but not limited to its users, developers and advertisers, to perform some of the steps of the method
7 claims, either literally or under the doctrine of equivalents, of the '241 Patent. Defendant knew or was
8 willfully blind to the fact that it was inducing infringement by practicing in conjunction with others,
9 including users and developers, one or more method claims of the '241 Patent.

11 84. Defendant knowingly and actively aided and abetted the direct infringement of the '241
12 Patent by instructing and encouraging its users, developers and advertisers to use of the LinkedIn
13 Platform. Such instructions and encouragement include but are not limited to, advising third parties to
14 use the LinkedIn Platform in an infringing manner; providing a mechanism through which third parties
15 may infringe the '241 Patent, specifically through the use of the LinkedIn Platform; advertising and
16 promoting the use of the LinkedIn Platform in an infringing manner; and distributing guidelines and
17 instructions to third parties on how to use the LinkedIn Platform in an infringing manner.

19 85. LinkedIn regularly updates and maintains the LinkedIn Help Center to provide
20 demonstration, instruction, and technical assistance to users to help them use the LinkedIn Platform,
21 including:

- 22 • Companies (*see e.g.* Company Page Guide at
23 <http://help.linkedin.com/ci/fattach/get/2081803/0/filename/CoPageGuide.pdf>
24 (attached as Exhibit E) encourages users to create Company pages by stating
25 “Showcase your business, reach new customers and attract great talent” and
26 provides an analytics section to “track which updates are drawing the most traffic
27 to your page and greatest engagement” Additionally, this guide encourages users
28 to buy ads to promote their Company page: “Create Ad campaigns to promote
your Company Page and attract new followers.”),

- 1 • Sharing (*see e.g.* <http://learn.linkedin.com/the-homepage/> (attached as Exhibit G) provides tips to users such as “Sharing content on LinkedIn is simple...Try sharing news articles, job postings, career developments, and any content related to your area of professional development.”),
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- 3
- 4 • Updates (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/8259 (attached as Exhibit N) provides instructions and video to users, including “How does a company post a status update”),
- 5
- 6 • Groups (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/4944 (attached as Exhibit Q) provides instructions to users, including “Targeting Groups in Ads”), and
- 7
- 8 • Ads (*see e.g.* http://help.linkedin.com/app/answers/detail/a_id/1015 (attached as Exhibit R) provides instructions to advertisers, including “How do I create an Ad,” “What types of pages can I link my ad to” and “What are some tips for writing an ad.”
- 9
- 10

11 86. LinkedIn encourages and instructs advertisers how to use the LinkedIn Platform in an
12 infringing manner by providing best practices guides. For example,

13 http://partner.linkedin.com/ads/info/Ads_bestpractices_track_en_US.html (attached as Exhibit S)

14 instructs advertisers how to “generate more awareness for your products and brand” including “Make
15 sure that your ads include images that portray your products or services well” and “Pay by CPM. By
16 setting a CPM or cost per 1000 impressions bid, you will be paying each time your ad is show 1,000
17 times.”

18

19 87. LinkedIn provides demonstration, instruction, and technical assistance and a set of
20 programming interfaces and tools to encourage developers to integrate their applications with the
21 LinkedIn Platform. For example, <https://developer.linkedin.com/ads-api-reference> (attached as
22 Exhibit T) provides Ads API reference documents instructing developers how to create Ads.

23

24 88. LinkedIn provides developers with a Getting Started Guide. For example,
25 <http://developer.linkedin.com/posting-your-first-ad-campaign> (attached as Exhibit U) provides
26 instructions to developers in “Posting your first ad campaign,” “Creating a Campaign” and “Adding an
27 Image to your Creative.”

1 89. The reasonable inference to be drawn from the facts set forth in this Amended
2 Complaint is that LinkedIn actively and intentionally maintains and updates its websites and
3 documentation, including its Help Center and Developers websites and documentation, to promote its
4 products and services to encourage potential users and developers to use the LinkedIn Platform in the
5 manner described by Bascom.

6 90. The further reasonable inference to be drawn from the facts set forth in this Amended
7 Complaint is that LinkedIn actively updates its websites and documentation, including its Help Center
8 and Developers websites and documentation, to promote the LinkedIn Platform, including Companies,
9 Photos, Sharing, Updates, Groups and Ads to encourage users and developers to practice the methods
10 taught in the '974 Patent.
11

12 **COUNT VII**

13 **(Direct Infringement of the '971 Patent pursuant to 35 U.S.C. § 271(a))**

14 91. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
15 allegations of the preceding paragraphs, as set forth above.

16 92. Bascom is informed and believes Defendant has infringed and continues to infringe,
17 and has actively and knowingly induced and continues to actively and knowingly induce infringement
18 of one or more claims of the '971 Patent, all in violation of 35 U.S.C. § 271(a)(b).
19

20 93. Bascom is informed and believes Defendant's infringement is based upon literal
21 infringement or, in the alternative, infringement under the doctrine of equivalents.

22 94. Defendant's acts of making, using, importing, selling, and/or offering for sale
23 infringing products and services have been without the permission, consent, authorization or license of
24 Bascom.

25 95. Defendant's infringement includes, but is not limited to, the manufacture, use, sale,
26 importation and/or offer for sale of Defendant's products and services, including but not limited to the
27

1 LinkedIn website located on the Worldwide Web at the web address www.Linkedin.com, which
2 embody the patented invention of the '971 Patent.

3 96. Bascom is informed and believes that as a result of Defendant's unlawful activities,
4 Bascom has suffered and will continue to suffer irreparable harm for which there is no adequate
5 remedy at law. Accordingly, Bascom is entitled to preliminary and/or permanent injunctive relief.

6 97. Bascom is informed and believes that Defendant's infringement of the '971 Patent has
7 injured and continues to injure Bascom in an amount to be proven at trial.
8

9 **COUNT VIII**
10 **(Indirect Infringement of the '971 Patent pursuant to 35 U.S.C. § 271(b))**

11 98. Bascom repeats, realleges, and incorporates by reference, as if fully set forth herein, the
12 allegations of the preceding paragraphs, as set forth above.

13 99. Bascom is informed and believes, and based thereon alleges, that Defendant has
14 induced and continues to induce others to infringe at least claims 1, 14, 19, 20, and 21 of the '971
15 Patent under 35 U.S.C. § 271(b).

16 100. Defendant has had knowledge of the '971 Patent at least as of the time it learned of this
17 action for infringement, which was filed on October 3, 2012. Despite this knowledge, Defendant
18 continues to infringe one or more claims of the '971 Patent.

19 101. In addition to directly infringing the '971 Patent, Defendant indirectly infringes the
20 '971 Patent pursuant to 35 U.S.C. § 271(b) by instructing, directing and/or requiring others, including
21 but not limited to its users and developers, to perform some of the steps of the method claims, either
22 literally or under the doctrine of equivalents, of the '971 Patent. Defendant knew or was willfully
23 blind to the fact that it was inducing infringement by practicing in conjunction with others, including
24 users and developers, one or more method claims of the '971 Patent.
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1 102. Defendant knowingly and actively aided and abetted the direct infringement of the ‘971
2 Patent by instructing and encouraging its users and developers to use of the LinkedIn Platform. Such
3 instructions and encouragement include but are not limited to, advising third parties to use the
4 LinkedIn Platform in an infringing manner; providing a mechanism through which third parties may
5 infringe the ‘971 Patent, specifically through the use of the LinkedIn Platform; advertising and
6 promoting the use of the LinkedIn Platform in an infringing manner; and distributing guidelines and
7 instructions to third parties on how to use the LinkedIn Platform in an infringing manner.
8

9 103. LinkedIn regularly updates and maintains the LinkedIn Help Center to provide
10 demonstration, instruction, and technical assistance to users to help them use the LinkedIn Platform,
11 including Companies, Photos, Sharing, Groups, Updates (*see e.g.*
12 http://help.linkedin.com/app/answers/detail/a_id/5007 (attached as Exhibit V) providing instruction to
13 users, including, “How do I access LinkedIn Today”), and Search (*see e.g.*
14 http://help.linkedin.com/app/answers/detail/a_id/5028 (attached as Exhibit W) providing instruction to
15 users, including “From the Updates section of your home page, click the Search Updates link to see
16 and use some of the following Signal features: Browse real-time updates with content summaries and
17 direct links to the full content. Filter updates to show only those that you care about...”).
18

19 104. LinkedIn provides demonstration, instruction, and technical assistance and a set of
20 programming interfaces and tools to encourage developers to integrate their applications with the
21 LinkedIn Platform and use the LinkedIn Platform, including Companies, Photos, Sharing, Updates
22 Groups, and Search. *See* <https://developer.linkedin.com/whydevelop> (attached as Exhibit L) which
23 encourages developers to use the infringing LinkedIn Platform by stating “Power professional
24 conversation with Groups API” and “Enable your users to seamlessly share their original content with
25 Share API.”
26
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1 105. The reasonable inference to be drawn from the facts set forth in this Amended
2 Complaint is that LinkedIn actively and intentionally maintains and updates its websites and
3 documentation, including its Help Center and Developers websites and documentation, to promote its
4 products and services to encourage potential users and developers to use the LinkedIn Platform in the
5 manner described by Bascom.

6 106. The further reasonable inference to be drawn from the facts set forth in this Amended
7 Complaint is that LinkedIn actively updates its websites and documentation, including its Help Center
8 and Developers websites and documentation, to promote the LinkedIn Platform, including Companies,
9 Photos, Sharing, Updates and Groups and Search to encourage users and developers to practice the
10 methods taught in the '971 Patent.
11

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Bascom prays for judgment and relief as follows:

14 A. An entry of judgment holding Defendant has infringed, is infringing, and has induced
15 infringement of the '232 Patent, '974 Patent, '241 Patent, and '971 Patent;
16

17 B. A preliminary and permanent injunction against Defendant and its officers, employees,
18 agents, servants, attorneys, instrumentalities, and/or those in privity with them, from infringing, or
19 inducing the infringement of the '232 Patent, '974 Patent, '241 Patent, and/or the '971 Patent, and for
20 all further and proper injunctive relief pursuant to 35 U.S.C. § 283;

21 C. An award to Bascom of such damages as it shall prove at trial against Defendant that is
22 adequate to fully compensate Bascom for Defendant's infringement of the '232 Patent, '974 Patent,
23 '241 Patent, and '971 Patent, said damages to be no less than a reasonable royalty;

24 D. A finding that this case is "exceptional" and an award to Bascom of its costs and
25 reasonable attorney's fees, as provided by 35 U.S.C. § 285;
26
27

1 E. An accounting of all infringing sales and revenues; and

2 F. Such further and other relief as the Court may deem proper and just.

3 Respectfully submitted,

4 Dated: March 29, 2013

5 By: /s/ James Hannah
6 Paul J. Andre
7 Lisa Kobialka
8 James Hannah
9 Michael Lee
10 KRAMER LEVIN NAFTALIS
11 & FRANKEL LLP
12 990 Marsh Road
13 Menlo Park, CA 94025
14 Telephone: (650) 752-1700
15 Facsimile: (650) 752-1800

16 *Attorneys for Plaintiff*
17 Bascom Research, LLC
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DEMAND FOR JURY TRIAL

Bascom demands a jury trial on all issues so triable.

Respectfully submitted,

Dated: March 29, 2013

By: /s/ James Hannah
Paul J. Andre
Lisa Kobialka
James Hannah
Michael Lee
KRAMER LEVIN NAFTALIS
& FRANKEL LLP
990 Marsh Road
Menlo Park, CA 94025
Telephone: (650) 752-1700
Facsimile: (650) 752-1800

Attorneys for Plaintiff
Bascom Research, LLC