

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**EVERGLADES INTERACTIVE, LLC,**

Plaintiff,

v.

**Civil Action No. \_\_\_\_\_**

**PLAYDOM, INC.; THE WALT DISNEY  
COMPANY; PLAYFISH LTD.; PLAYFISH,  
INC.; ELECTRONICS ARTS, INC.; ZYNGA  
GAME NETWORK, INC.; ROCKYOU INC.;  
CROWDSTAR INC.; CROWDSTAR  
INTERNATIONAL LIMITED; LOLAPPS,  
INC.,**

**JURY TRIAL DEMANDED**

Defendants.

**COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement in which Plaintiff, Everglades Interactive, LLC, makes the following allegations against defendants Playdom, Inc., The Walt Disney Company, Playfish Ltd., Playfish, Inc., Electronics Arts, Inc., Zynga Game Network, Inc., Rockyou Inc., Crowdstar Inc., Crowdstar International Limited, Lolapps, Inc. (collectively, the “Defendants”).

**PARTIES**

1. Plaintiff Everglades Interactive, LLC (“Everglades”) is a California limited liability company having a principal place of business at 2811 Vallejo Street, San Francisco, California 94123.

2. On information and belief, Defendant Playdom, Inc. (“Playdom”) is a Delaware corporation, with its principal office at 100 West Evelyn Avenue, Suite 110, Mountain View, CA 94041.

3. On information and belief, Defendant The Walt Disney Company (“Disney”) is a Delaware corporation, with its principal office at 500 S. Buena Vista Street, Burbank, California 91521.

4. On information and belief, Defendant Playfish Ltd. is a corporation organized and existing under the laws of the United Kingdom, with its principal office at 60 Sloane Avenue, London SW3 3XB, United Kingdom.

5. On information and belief, Defendant Playfish, Inc. is a Delaware corporation, with its principal office at 2 Harrison Street, Suite 350, San Francisco, CA 94105.

6. On information and belief, Defendant Electronic Arts, Inc. (“EA”) is a Delaware corporation, with its principal office at 209 Redwood Shores Parkway, Redwood City, California 94065.

7. On information and belief, Defendant Zynga Game Network, Inc. (“Zynga”) is a Delaware corporation, with its principal office at 365 Vermont Street, San Francisco, California 94103.

8. On information and belief, Defendant Rockyou Inc. (“Rockyou”) is a Delaware corporation, with its principal office at 425 Broadway Street, Redwood City, CA 94063.

9. On information and belief, Defendant Crowdstar Inc. (“Crowdstar”) is a Delaware corporation, with its principal office at 625 Ellis Street, Suite 301, Mountain View, California, 94043.

10. On information and belief, Defendant Crowdstar International Limited (“Crowdstar Intl”) is a private limited company legally organized under the laws of Ireland, having an address of Suite 4 Anglesea House, Carysfort Avenue Blackrock, Co. Dublin, Ireland.

11. On information and belief, Defendant Lolapps, Inc. (“Lolapps”) is a Delaware corporation, with its principal office at 116 New Montgomery Street, Suite #700, San Francisco, CA 94105.

### **JURISDICTION AND VENUE**

12. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each of the Defendants has transacted business in this district, and has committed and/or induced acts of patent infringement in this district.

14. On information and belief, each of the Defendants is subject to this Court's specific and general personal jurisdiction, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in this district.

### **COUNT I**

#### **INFRINGEMENT OF U.S. PATENT NO. 6,656,050**

15. Plaintiff Everglades is the owner by assignment of United States Patent No. 6,656,050 (the "'050 patent"), entitled "Odds Accelerator For Promotional Type Sweepstakes, Games and Contests." The '050 patent issued on December 2, 2003. A true and correct copy of the '050 patent is included as Exhibit A.

16. Defendant Playdom has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Sorority Life. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Playdom has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

17. Defendant Disney has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of

the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Sorority Life. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Disney has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

18. Defendant Playfish Ltd. has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Pirates Ahoy. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Playfish Ltd. has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

19. Defendant Playfish, Inc. has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game

pieces. Such products include, by way of example and without limitation, Pirates Ahoy. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Playfish, Inc. has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

20. Defendant EA has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Pirates Ahoy. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, EA has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

21. Defendant Zynga has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Mafia Wars. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Zynga has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

22. Defendant Rockyou has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Hero World. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Rockyou has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

23. Defendant Crowdstar has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Zoo Paradise. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Crowdstar has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

24. Defendant Crowdstar Intl. has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make

information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Zoo Paradise. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Crowdstar Intl. has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

25. Defendant Lolapps has been and now is directly and/or jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '050 patent, in this judicial district and elsewhere in the United States, by, among other things, making, using, importing, offering for sale, and/or selling products and services that provide game pieces that are applied to a game board at a game site, make information available about the pieces needed to complete a winning combination, allow the player to share or trade game pieces, and enable the players to easily and securely store game pieces. Such products include, by way of example and without limitation, Band of Heroes. By making, using, importing, offering for sale, and/or selling such products and services, and all like products and services, Lolapps has injured Everglades and is thus liable to Everglades for infringement of the '050 patent pursuant to 35 U.S.C. § 271.

26. To the extent that facts learned in discovery show that any one of the Defendants' infringement of the '050 patent is or has been willful, Plaintiff Everglades reserves the right to request such a finding at time of trial.

27. As a result of these Defendants' infringement of the '050 patent, Plaintiff Everglades has suffered monetary damages in an amount adequate to compensate for Defendants' infringement, but in no event less than a reasonable royalty for the use made of the invention by Defendants, together with interest and costs as fixed by the Court, and Plaintiff Everglades will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

28. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting or in active concert therewith from infringing the '050 patent, Plaintiff Everglades will be greatly and irreparably harmed.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Everglades respectfully requests that this Court enter:

- A. A judgment in favor of Plaintiff Everglades that Defendants have infringed, directly and jointly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '050 patent, and that such infringement was willful;
- B. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '050 patent;
- C. A judgment and order requiring Defendants to pay Plaintiff Everglades its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '050 patent as provided under 35 U.S.C. § 284;
- D. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff Everglades its reasonable attorneys' fees; and
- E. Any and all other relief to which Plaintiff Everglades may show itself to be entitled.



**DEMAND FOR JURY TRIAL**

Plaintiff Everglades, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

October 21, 2010

BAYARD, P.A.

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