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6 *Attorneys for Plaintiff*  
ADOBE SYSTEMS INCORPORATED

7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10  
11 ADOBE SYSTEMS INCORPORATED,  
12 a Delaware Corporation,

13 Plaintiff,

14  
15 v.

16 WOWZA MEDIA SYSTEMS, LLC, a Delaware  
17 Corporation, and COFFEE CUP PARTNERS, INC.  
18 (F/K/A WOWZA MEDIA SYSTEMS, INC.), a  
California Corporation,

19 Defendants.  
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CASE NO. \_\_\_\_\_

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Adobe Systems Incorporated (“Adobe”), for its Complaint against Wowza Media  
2 Systems, LLC and Coffee Cup Partners, Inc. (f/k/a Wowza Media Systems, Inc.), hereby alleges as  
3 follows:

4 **PARTIES**

5 1. Plaintiff Adobe is a Delaware corporation with its principal place of business at 345  
6 Park Avenue, San Jose, CA 95110.

7 2. On information and belief, Defendant Coffee Cup Partners, Inc. (“Coffee Cup”)  
8 (f/k/a Wowza Media Systems, Inc. (“Wowza Inc.”)) is a California corporation with offices and/or  
9 employees in California. Coffee Cup’s corporate mailing address is 31207 Keats Way, Suite 102,  
10 Evergreen, Colorado 80439. Coffee Cup’s California agent for service of process is Matthew  
11 Oshinsky, DLA Piper LLP, 2000 University Avenue, East Palo Alto, CA 94303-2214.

12 2. On information and belief, Defendant Wowza Media Systems, LLC (“Wowza LLC”)  
13 is a limited liability company organized under the laws of the state of Delaware. On or about March  
14 27, 2012, and in relation to a contemporaneous minority investment by Summit Partners L.P. and  
15 affiliated entities (the “Summit Transaction”), Wowza Inc. underwent a corporate restructuring  
16 pursuant to which it was renamed to Coffee Cup on April 4, 2012. Also pursuant to this  
17 restructuring, Wowza LLC was created on February 22, 2012. Following the Summit Transaction  
18 and contemporaneous restructuring, Wowza LLC purports to have assumed the assets and liabilities  
19 of Wowza Inc. Accordingly, for purposes of this Complaint, the term “Wowza” shall mean (1)  
20 prior to the Summit Transaction, Wowza Inc.; and (2) subsequent to the Summit Transaction,  
21 Coffee Cup and Wowza LLC.

22 3. At all relevant times, up to and including the present date, Wowza has engaged in the  
23 design, manufacture, sale within the United States, offering for sale in the United States, use within  
24 the United States, importation into the United States, and/or sale after importation into the United  
25 States of server software that streams content, including software related thereto.

26 **JURISDICTION AND INTRADISTRICT ASSIGNMENT**

27 4. This is an action for patent infringement arising under the patent laws of the United  
28 States, Title 35, United States Code.



1 audio and data. Flash Media Servers stream content to Flash Players using technologies such as  
2 Adobe's Real-Time Messaging Protocol ("RTMP") and Adobe's HTTP Dynamic Streaming  
3 ("HDS"), which Adobe designed for high-performance transmission of digital content.

4 11. Because Internet content is in purely digital form, its unprotected transmission  
5 presents a heightened risk of illegal modification, copying, and distribution. Without appropriate  
6 safeguards, valuable content can be digitally altered, such as by removing advertising or by  
7 unlawfully downloading and transmitting repeatedly without degradation of the clarity and overall  
8 quality. Once copies of content are "in the clear" and in the hands of others, repeated reproduction  
9 and distribution are possible, and these unlawful processes can be replicated endlessly in ways  
10 content owners never intended or authorized. Thus, ensuring the protection of streaming content is  
11 an essential prerequisite before many content owners will make their copyrighted content available  
12 online.

13 12. To address Adobe's customers' need for content protection technologies, Adobe  
14 invests heavily in developing secure solutions for content distribution. A major portion of this  
15 effort involves developing and maintaining technological measures to secure content streamed via  
16 RTMP. One of these measures included the development of RTMPe, an enhanced version of  
17 RTMP. As a part of RTMPe, Adobe included handshake features using cryptographic information  
18 for authentication and/or encryption. For example, handshake features include the use of  
19 cryptographic information (*e.g.*, a Hash Message Authentication Code (HMAC)) to support non-  
20 encrypted communications using H.264. Also, handshake features include the use of cryptographic  
21 information to support and initiate encrypted communications. An enhanced form of RTMP can  
22 use these features found in the RTMPe handshake. The RTMPe handshake is a part of the RTMPe  
23 specification. To maintain the security of RTMPe, and for the benefit of its customers, Adobe has  
24 not made the RTMPe specification publicly available. Adobe introduced RTMPe in December  
25 2007 with the release of Flash Media Server 3.0. Adobe's RTMPe and its handshake incorporate  
26 security measures to prevent unauthorized access to, copying, and downloading content streamed  
27 over the Internet using the Flash Platform. Adobe customers rely on the security provided by  
28 RTMPe and its handshake in making their valuable content available online.

1           13. Adobe invests heavily in developing updates and enhancements to RTMPe and its  
2 handshake to prevent illegal modification, copying, and distribution of its customers' valuable  
3 content. Adobe's customers desire and rely on these updates and enhancements to RTMPe and its  
4 handshake to protect valuable copyrighted content online.

5           **B. The Patents-in-Suit**

6           14. Implementations of RTMP and its variants are covered by Adobe's intellectual  
7 property rights, including U.S. Patent Number 8,285,867, entitled "Real-time priority-based media  
8 communication" issued on October 9, 2012 (the "'867 Patent"). Implementations of RTMP in  
9 conjunction with RTMPe and/or features of the RTMPe handshake are covered by the '867 Patent  
10 as well as U.S. Patent Number 7,961,878, entitled "Imparting cryptographic information in network  
11 communications" issued on June 14, 2011 (the "'878 Patent"), U.S. Patent Number 8,051,287,  
12 entitled "Imparting real-time priority-based network communications in an encrypted  
13 communication session" issued on November 1, 2011 (the "'287 Patent"), and U.S. Patent Number  
14 8,542,825, entitled "Imparting cryptographic information in network communications" issued  
15 September 24, 2013 (the "'825 Patent").

16           15. Implementations of HDS are covered by Adobe's intellectual property rights,  
17 including U.S. Patent Number 8,412,841, entitled "Media content streaming using stream message  
18 fragments" issued on April 2, 2013 (the "'841 Patent") and U.S. Patent No. 8,166,191, entitled  
19 "Hint based media content streaming," issued April 24, 2012 (the "'191 Patent").

20           16. Collectively, the '867, '878, '287, '825, '841, and '191 Patents are referred to herein  
21 as the "Patents-in-Suit."

22           **C. Wowza's Unlawful Use, Sale, Marketing, and Induced Use of Adobe Patented**  
23 **Technology**

24           17. At all relevant times, up through and including the present date, Wowza has  
25 developed and sold the Wowza Media Server (now called Wowza Streaming Engine), which  
26 competes directly with Adobe's Media Server. The Wowza Media Server streams content using  
27 unauthorized versions of RTMP, an enhanced RTMP using features of the RTMPe handshake,  
28 RTMPe, and HDS.

1           18.     Wowza Media Server was developed by former Adobe employees David Stubenvoll  
2     and Charlie Good. Stubenvoll and Good met while working at Adobe on network publishing  
3     products, and were let go by Adobe in 2005 as part of a reduction in force following Adobe's  
4     acquisition of Macromedia. Wowza introduced the Wowza Media Server in February 2007,  
5     including its unauthorized version of RTMP. In July 2008, Wowza went further by including its  
6     unauthorized version of RTMPe with the release of Wowza Media Server 1.5.0, patch 19. Since at  
7     least November 8, 2012, the Wowza Media Server in its base form uses features of the RTMPe  
8     handshake to initiate non-encrypted sessions.<sup>1</sup> Since at least 2010, Wowza Media Server has  
9     included unauthorized, unlicensed versions of Adobe's HDS technology. Wowza continues to  
10    implement unauthorized, unlicensed versions of RTMP, RTMPe, an enhanced RTMP using features  
11    of the RTMPe handshake, and HDS in its Wowza Media Server (now called Wowza Streaming  
12    Engine) today. Wowza's unauthorized versions infringe Adobe's intellectual property, including  
13    the Patents-in-Suit.

14           19.     In a related litigation (*Adobe Systems Incorporated v. Wowza Media Systems, LLC*  
15    *and Coffee Cup Partners, Inc.*, Case No. 11-CV-02243-JST), Adobe alleged infringement of the  
16    '878 and '287 patents based on Wowza Media Server versions 3.0 and earlier. Wowza has  
17    continued to infringe the '878 Patent and the '287 Patent by making, using, selling, offering to sell,  
18    and/or importing newer versions of Wowza Media Server (3.1.0 and later) that include its  
19    unauthorized versions of RTMP, RTMPe, and an enhanced RTMP using features of the RTMPe  
20    handshake, and Wowza willfully infringes the '878 Patent and the '287 Patent by continuing such  
21    activities for versions 3.1.0 and greater.

22           20.     Wowza's actions have induced and have contributed to infringement. On October 3,  
23    2010, Wowza published an article entitled "How to require a secure RTMP connection  
24    (ModuleRequireSecureConnection)" in which it instructed its customers on how to use the  
25    ModuleRequireSecureConnection module, where the "ModuleRequireSecureConnection module  
26

27           <sup>1</sup> Wowza's unauthorized use of Adobe's RTMP technology is also at issue in *Adobe Systems*  
28    *Incorporated v. Wowza Media Systems, LLC and Coffee Cup Partners, Inc.*, Case No. 11-CV-  
02243-JST.

1 configures RTMPE network encryption security. RTMPE network encryption security in Wowza  
2 Media Server 3.1.2 (and earlier) is provided as an AddOn to Wowza Media Server 3.5.” On  
3 November 8, 2012, Wowza published an article entitled “How to get Wowza RTMPE AddOn”, in  
4 which it stated “RTMPE network security in Wowza Media Server® 3.1.2 (and earlier) is now  
5 provided as an AddOn to Wowza Media Server 3.5 and later and Wowza Streaming Engine™  
6 software. Current RTMPE users who want to keep using RTMPE functionality must install this  
7 AddOn after installing the server software.” On February 11, 2014, Wowza published an article  
8 entitled “How to playback with the example Adobe Flash players (RTMP)” in which Wowza  
9 instructed its users on “how to playback video on demand (VOD) and live streams using the  
10 example Adobe RTMP players that are included with Wowza server software or downloaded from  
11 the Wowza website.”

12 **D. Wowza Has Benefitted and Continues to Benefit From Its Unlawful and**  
13 **Misleading Activities**

14 21. At all relevant times, Wowza’s advertising materials, product descriptions, user  
15 guides, and public statements and claims have mislead consumers into believing that its products  
16 and activities, including the Wowza Media Server and the development and distribution of its  
17 unauthorized version of HDS, are legally sanctioned by Adobe. Wowza has caused these materials  
18 to enter interstate commerce when marketing its media server.

19 22. For example, in its User’s Guide to the Wowza Streaming Engine, Wowza claims  
20 that its server software implements Adobe technology. Wowza asserts that its “Wowza Streaming  
21 Engine can stream adaptive bit rate live and on-demand video to Flash Player-compatible devices  
22 (Flash Player 10.1 or later) using the Adobe HTTP Dynamic Streaming (HDS) protocol.” Wowza  
23 explains that “Adobe HDS is referred to as ‘San Jose’ streaming in the Streaming Engine  
24 configuration files.” On its website, Wowza advertises that its server software implements the  
25 streaming delivery protocol of “Adobe Flash HTTP Dynamic Streaming (HDS)”. Each of these are  
26 misleading statements, where a substantial segment of Wowza customers would have the tendency  
27 to believe that Adobe has sanctioned or otherwise approved Wowza’s use of “Adobe HDS”. And  
28 Wowza features its unauthorized version of HDS on its website, its product literature, and its

1 promotional and marketing materials in order to increase demand for the Wowza Media Server and  
2 the Wowza Streaming Engine.

3 23. On March 4, 2011, Wowza published an article entitled “How to control access to  
4 Adobe HTTP Dynamic Streaming (sanjosestreaming)” in which Wowza provided code for its  
5 customers to use to employ streaming using an unauthorized version of Adobe HDS. Wowza  
6 instructs its users in how to configure the Wowza Media Server to implement unauthorized versions  
7 of HDS while at the same time advertising and marketing HDS as Adobe approved or otherwise  
8 sanctioned by Adobe. On February 11, 2014, Wowza published an article entitled “How to  
9 playback with the example Adobe Flash players (San Jose/Adobe HDS)” in which Wowza  
10 instructed its users on “how to playback video on demand (VOD) and live streams using the  
11 example Adobe HDS players that are included with Wowza server software or downloaded from  
12 the Wowza website.”

13 24. Wowza has unfairly benefited financially from its unauthorized, unlicensed use of  
14 Adobe HDS technology, by misleading customers into believing that its products and activities are  
15 somehow legally sanctioned or approved by Adobe. Wowza has attained substantial growth and  
16 market share for Wowza Media Server over a short period of time due to its unauthorized use of  
17 Adobe technology and its misleading statements and claims. Wowza’s misleading statements have  
18 been material, in that its marketing of “Adobe HDS” in its media server, likely influenced  
19 purchasing decisions.

20 25. Wowza has benefited and continues to benefit from the widespread market demand  
21 for HDS. At the same time, it uses HDS without authorization to keep its own costs low and  
22 undercut Adobe in the streaming server market.

23 26. Wowza has been able to keep costs low by avoiding the substantial expenses  
24 associated with researching, developing, and maintaining Flash Platform technologies such as HDS,  
25 and by free-riding on the widespread demand for Adobe’s proprietary technology. Adobe has  
26 invested significant resources and effort in building trust and confidence in the quality provided by  
27 its HDS streaming technology.  
28



1           27.     Adobe has been injured by Wowza's actions, which divert sales away from Adobe's  
2 media server in a competitive marketplace. Adobe has been and continues to be irreparably harmed  
3 by Wowza's activities.

4                                   **FIRST CLAIM FOR RELIEF**  
5                                   **(Infringement of U.S. Pat. No. 8,051,287)**  
6                                   **(Against All Defendants)**

7           28.     Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
8 through 27.

9           29.     Adobe is the owner of the '287 Patent entitled "Imparting real-time priority-based  
10 network communications in an encrypted communication session", which issued November 1,  
11 2011. A true and correct copy of the '287 Patent is attached as Exhibit A.

12           30.     The '287 Patent covers Wowza's implementations of an enhanced RTMP that uses  
13 features of the RTMPE handshake. For example, implementations include the use of cryptographic  
14 information (*e.g.*, a Hash Message Authentication Code (HMAC)) to support non-encrypted  
15 communications using H.264. Implementations can also include the use of cryptographic  
16 information to initiate encrypted communications. Implementations establish, based at least in part  
17 on cryptographic information in a pre-defined portion of a handshake network communication, a  
18 communication session to communicate a media stream. Implementations receive through the  
19 communication session values of parameters relating to a sub media stream and store the values of  
20 the parameters. Implementations obtain through the communication session, as part of the media  
21 stream, state information and a data payload. Implementations identify, from the state information,  
22 a purpose of the network communication in relation to the media stream, and whether the second  
23 network communication includes one or more new values corresponding to one or more of the  
24 parameters. Implementations update one or more of the stored values based at least in part on the  
25 one or more new values. Implementations process the data payload based at least in part on the  
26 identified purpose and the stored values of the parameters.

27           31.     At all relevant times, Wowza has been and now is directly infringing the '287 Patent  
28 in the State of California, in this judicial district, and elsewhere in the United States by

1 manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now  
2 called Wowza Streaming Engine) version 3.1.0 and greater with unauthorized versions of an  
3 enhanced RTMP that uses features of the RTMPe handshake, where such versions are covered by  
4 one or more claims of the '287 Patent. Wowza is thus liable for infringement of the '287 Patent  
5 pursuant to 35 U.S.C. § 271(a).

6 32. Wowza's infringement of the '287 Patent has been and continues to be willful  
7 because Wowza has known of the '287 Patent since at least December 13, 2011, when Adobe  
8 asserted the '287 Patent against certain prior versions of the Wowza Media Server in Case No. 11-  
9 CV-02243-JST. Wowza is aware of Adobe's allegations and positions that the Wowza Media  
10 Server infringes the '287 Patent, yet continues its infringing conduct.

11 33. At all relevant times, Wowza has been and now is indirectly infringing the '287  
12 Patent in the State of California, in this judicial district, and elsewhere in the United States.  
13 Wowza's customers/licensees are liable for direct infringement of the '287 Patent pursuant to 35  
14 U.S.C. § 271(a) for using the Wowza Media Server (now called Wowza Streaming Engine) version  
15 3.1.0 and greater. Wowza's customers/licensees implement an enhanced RTMP that uses features  
16 of the RTMPe handshake, including by implementing the use of a cryptographic Hash Message  
17 Authentication Code (HMAC) to support non-encrypted communications using H.264 or by  
18 implementing the use of cryptographic information to support encrypted communications.  
19 Customer/licensee implementations also include the use of state information as described above.

20 34. As explained, Wowza has had knowledge of Adobe's infringement allegations and  
21 positions that the Wowza Media Server infringes the '287 Patent, yet continues, with intent, to  
22 induce infringement of the '287 Patent by providing code modules both as built-in modules to its  
23 server and as AddOns for customers/licensees, including but not limited to  
24 ModuleRequireSecureConnection, RTMPE AddOn, RTMP code, and/or other related code for the  
25 RTMPe handshake. Further, Wowza has induced its customers/licensees to infringe the '287 Patent  
26 by providing configuration files, code modules, and other support, including user guides, forum  
27 discussions, tutorials, among others items to enable and get operational its customers/licensees' use  
28

1 of the infringing functionality. As such, Wowza is liable for infringement of the '287 Patent  
2 pursuant to 35 U.S.C. § 271(b).

3 35. Wowza has been and continues to contribute to its customers/licensees' infringement  
4 of the '287 Patent. As explained, Wowza has had knowledge of Adobe's infringement allegations  
5 for the '287 Patent, and Wowza contributed to infringement by providing code modules both as  
6 built-in modules to its server and as AddOns for customers/licensees, including but not limited to  
7 ModuleRequireSecureConnection, RTMPE AddOn, RTMP code, and/or other related code for the  
8 RTMPE handshake. Wowza's built-in code modules and AddOns have no substantial non-  
9 infringing uses, and Wowza code modules and AddOns are specially adapted to practice the  
10 claimed inventions in the '287 Patent. Wowza is thus liable for infringement of the '287 Patent  
11 pursuant to 35 U.S.C. § 271(c).

## 12 **SECOND CLAIM FOR RELIEF**

13 **(Infringement of U.S. Pat. No. 7,961,878)**

14 **(Against All Defendants)**

15 36. Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
16 through 35.

17 37. Adobe is the owner of the '878 Patent entitled "Imparting cryptographic information  
18 in network communications," which issued June 14, 2011. A true and correct copy of the '878  
19 Patent is attached as Exhibit B.

20 38. The '878 Patent covers Wowza's implementations of an enhanced RTMP that uses  
21 features of the RTMPE handshake. For example, implementations include the use of cryptographic  
22 information (*e.g.*, a Hash Message Authentication Code (HMAC)) to support non-encrypted  
23 communications using H.264. Implementations also include the use of cryptographic information  
24 to initiate encrypted communications. These implementations use cryptographic information  
25 inserted into a pre-defined portion of a network communication in a client-server environment,  
26 where the pre-defined portion of the network communication is reserved for random data in  
27 accordance with a RTMP random byte section. Implementations identify a variable location of the  
28 cryptographic information in the pre-defined portion of the network communication, and process

1 the cryptographic information by establishing a cryptographic key or authenticating the network  
2 communication. Implementations modify interactions in the client-server environment based at  
3 least in part on a result of the processing of the cryptographic information, by initiating an  
4 encrypted session using the cryptographic key or turning on or off a feature of a program operating  
5 in the client-server environment.

6 39. At all relevant times, Wowza has been and now is directly infringing the '878 Patent  
7 in the State of California, in this judicial district, and elsewhere in the United States by  
8 manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now  
9 called Wowza Streaming Engine) version 3.1.0 and greater with unauthorized versions of an  
10 enhanced RTMP that uses features of the RTMPe handshake, where such versions are covered by  
11 one or more claims of the '878 Patent. Wowza is thus liable for infringement of the '878 Patent  
12 pursuant to 35 U.S.C. § 271(a).

13 40. Wowza's infringement of the '878 Patent has been and continues to be willful  
14 because Wowza has known of the '878 Patent since at least June 20, 2011, when Adobe asserted the  
15 '878 Patent against certain prior versions of the Wowza Media Server in Case No. 11-CV-02243-  
16 JST. Wowza is aware of Adobe's allegations and positions that the Wowza Media Server infringes  
17 the '878 Patent, yet continues its infringing conduct.

18 41. At all relevant times, Wowza has been and now is indirectly infringing the '878  
19 Patent in the State of California, in this judicial district, and elsewhere in the United States.  
20 Wowza's customers and licensees are liable for direct infringement of the '878 Patent pursuant to  
21 35 U.S.C. § 271(a) for using the Wowza Media Server (now called Wowza Streaming Engine)  
22 version 3.1.0 and greater. Wowza's customers/licensees implement an enhanced RTMP that uses  
23 features of the RTMPe handshake, including by implementing the use of a cryptographic Hash  
24 Message Authentication Code (HMAC) to support non-encrypted communications using H.264 or  
25 by implementing the use of cryptographic information to initiate encrypted communications.

26 42. As explained, Wowza has had knowledge of Adobe's infringement allegations and  
27 positions that the Wowza Media Server infringes the '878 Patent, yet continues, with intent, to  
28 induce infringement of the '878 Patent by providing code modules both as built-in modules to its

1 server and as AddOns for customers/licensees, including but not limited to  
2 ModuleRequireSecureConnection, RTMPE AddOn, and/or other related code for the RTMPE  
3 handshake. Further, Wowza has induced its customers/licensees to infringe the '878 Patent by  
4 providing configuration files, code modules, and other support, including user guides, forum  
5 discussions, tutorials, among others items to enable and get operational its customers' use of the  
6 infringing functionality. As such, Wowza is liable for infringement of the '878 Patent pursuant to  
7 35 U.S.C. § 271(b).

8 43. Wowza has been and continues to contribute to its customers/licensees' infringement  
9 of the '878 Patent. As explained, Wowza has had knowledge of Adobe's infringement allegations  
10 for the '878 Patent, and Wowza contributed to infringement by providing code modules both as  
11 built-in modules to its server and as AddOns for customers/licensees, including but not limited to  
12 ModuleRequireSecureConnection, RTMPE AddOn, and/or other related code for the RTMPE  
13 handshake. Wowza's built-in code modules and AddOns have no substantial non-infringing uses,  
14 and Wowza code modules and AddOns are specially adapted to practice the claimed inventions in  
15 the '878 Patent, including features in the RTMPE handshake. Wowza is thus liable for infringement  
16 of the '878 Patent pursuant to 35 U.S.C. § 271(c).

### 17 **THIRD CLAIM FOR RELIEF**

18 **(Infringement of U.S. Pat. No. 8,285,867)**

19 **(Against All Defendants)**

20 44. Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
21 through 43.

22 45. Adobe is the owner of the '867 Patent entitled "Real-time priority-based media  
23 communication", which issued October 9, 2012. A true and correct copy of the '867 Patent is  
24 attached as Exhibit C.

25 46. The '867 Patent covers Wowza's implementations of RTMP, including enhanced  
26 versions of RTMP (*e.g.*, enhanced RTMP that uses features of the RTMPE handshake or RTMPE).  
27 Implementations of RTMP divide one or more streams into chunks, whereby each chunk has an  
28 associated payload and an associated chunk control byte, including a chunk type identifier.

1 Implementations also include writing to a chunk control byte rendering information relating to a  
2 media rendering state associated with a chunk and one or more subsequent chunks. Portions of the  
3 rendering information that remains unchanged will be omitted in the subsequent chunks in  
4 accordance with chunk type identifiers. Implementations will output the one or more streams.

5 47. At all relevant times, Wowza has been and now is directly infringing the '867 Patent  
6 in the State of California, in this judicial district, and elsewhere in the United States by  
7 manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now  
8 called Wowza Streaming Engine) with unauthorized versions of RTMP, where such versions are  
9 covered by one or more claims of the '867 Patent. Wowza is thus liable for infringement of the  
10 '867 Patent pursuant to 35 U.S.C. § 271(a).

11 48. Wowza's infringement of the '867 Patent has been and continues to be willful.  
12 Wowza would have been monitoring the application that led to the '867 Patent because it is a  
13 continuation off U.S. Patent No. 7,587,509 & U.S. Patent No. 7,272,658, both of which had been  
14 asserted by Adobe against Wowza in litigation. Thus, Wowza should have had knowledge of the  
15 '867 Patent at the time the '867 Patent issued in October 9, 2012 because it issued during active  
16 litigation over the '509 and '658 patents in Case No. 11-CV-02243-JST. Because of the litigation,  
17 Wowza is aware of Adobe's allegations and positions of infringement for this patent family,  
18 including against Wowza's use of unauthorized versions of RTMP in chunking data.

19 49. At all relevant times, Wowza has been and now is indirectly infringing the '867  
20 Patent in the State of California, in this judicial district, and elsewhere in the United States.  
21 Wowza's customers/licensees are liable for direct infringement of the '867 Patent pursuant to 35  
22 U.S.C. § 271(a) for using the Wowza Media Server (now called Wowza Streaming Engine).  
23 Wowza's customers/licensees implement Wowza's unauthorized versions of RTMP (including  
24 enhanced RTMP), which divide one or more streams into chunks, write to a chunk control byte,  
25 output one or more streams, among other items, as described above.

26 50. As explained, Wowza has had knowledge of Adobe's infringement allegations and  
27 positions that the Wowza Media Server infringes the '867 patent family, yet continues, with intent,  
28 to induce infringement of the '867 Patent by providing RTMP-related code built into its server for

1 customers/licensees to employ. Further, Wowza has induced its customers/licensees to infringe the  
2 '867 Patent by providing configuration files, code, and other support, including user guides, forum  
3 discussions, tutorials, among others items to enable and get operational its customers/licensees' use  
4 of the infringing functionality. As such, Wowza is liable for infringement of the '867 Patent  
5 pursuant to 35 U.S.C. § 271(b).

6 51. Wowza has been and continues to contribute to its customers/licensees' infringement  
7 of the '867 Patent. As explained, Wowza has had knowledge of Adobe's infringement allegations  
8 for the '867 patent family, and Wowza has contributed to infringement by providing RTMP-related  
9 code built into its server for customers/licensees. Wowza's built-in RTMP-related code has no  
10 substantial non-infringing uses, and Wowza's RTMP-related code is specially adapted to practice  
11 the claimed inventions in the '867 Patent. Wowza is thus liable for infringement of the '867 Patent  
12 pursuant to 35 U.S.C. § 271(c).

13 **FOURTH CLAIM FOR RELIEF**

14 **(Infringement of U.S. Pat. No. 8,542,825)**

15 **(Against All Defendants)**

16 52. Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
17 through 51.

18 53. Adobe is the owner of the '825 Patent entitled "Imparting cryptographic information  
19 in network communications", which issued September 24, 2013. A true and correct copy of the  
20 '825 Patent is attached as Exhibit D.

21 54. The '825 Patent covers Wowza's implementations of an enhanced RTMP that uses  
22 features of the RTMPe handshake. For example, implementations include the use of cryptographic  
23 information (*e.g.*, a Hash Message Authentication Code (HMAC)) to support non-encrypted  
24 communications using H.264. Implementations also include the use of cryptographic information  
25 to support encrypted communications. Implementations identify a location in a pre-defined portion  
26 of a network communication, and insert cryptographic information into the pre-defined portion at  
27 the location. Implementations modify interactions in the client-server environment based at least in  
28 part on a result of the processing of the cryptographic information.



1           55. At all relevant times, Wowza has been and now is directly infringing the '825 Patent  
2 in the State of California, in this judicial district, and elsewhere in the United States by  
3 manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now  
4 called Wowza Streaming Engine) with unauthorized versions of an enhanced RTMP that uses  
5 features of the RTMPE handshake, where such versions are covered by one or more claims of the  
6 '825 Patent. Wowza is thus liable for infringement of the '825 Patent pursuant to 35 U.S.C.  
7 § 271(a).

8           56. Wowza's infringement of the '825 Patent has been and continues to be willful.  
9 Wowza would have been monitoring the application that led to the '825 Patent because it is a  
10 continuation of U.S. Patent No. 7,961,878, which is asserted by Adobe against Wowza in litigation.  
11 Thus, Wowza should have had knowledge of the '825 Patent at the time the '825 Patent issued in  
12 September 24, 2013 because it issued during active litigation over the '878 Patent in Case No. 11-  
13 CV-02243-JST. Because of the litigation, Wowza is aware of Adobe's allegations and positions of  
14 infringement for this patent family.

15           57. At all relevant times, Wowza has been and now is indirectly infringing the '825  
16 Patent in the State of California, in this judicial district, and elsewhere in the United States.  
17 Wowza's customers/licensees are liable for direct infringement of the '825 Patent pursuant to 35  
18 U.S.C. § 271(a) for using the Wowza Media Server (now called Wowza Streaming Engine).  
19 Wowza's customers/licensees implement an enhanced RTMP that uses features of the RTMPE  
20 handshake, including by implementing the use of a cryptographic Hash Message Authentication  
21 Code (HMAC) to support non-encrypted communications using H.264 or by implementing the use  
22 of cryptographic information to support encrypted communications.

23           58. As explained, Wowza has had knowledge of Adobe's infringement allegations and  
24 positions that the Wowza Media Server infringes the '825 patent family, yet continues, with intent,  
25 to induce infringement of the '825 Patent by providing code modules both as built-in modules to its  
26 server and as AddOns for customers/licensees, including but not limited to  
27 ModuleRequireSecureConnection, RTMPE AddOn, and/or other related code for the RTMPE  
28 handshake. Further, Wowza has induced its customers/licensees to infringe the '825 Patent by



1 providing configuration files, code modules, and other support, including user guides, forum  
2 discussions, tutorials, among others items to enable and get operational its customers' use of the  
3 infringing functionality. As such, Wowza is liable for infringement of the '825 Patent pursuant to  
4 35 U.S.C. § 271(b).

5 59. Wowza has been and continues to contribute to its customers/licensees' infringement  
6 of the '825 Patent. As explained, Wowza has had knowledge of Adobe's infringement allegations  
7 for the '825 patent family, and Wowza contributed to infringement by providing code modules both  
8 as built-in modules to its server and as AddOns for customers/licensees, including but not limited to  
9 ModuleRequireSecureConnection, RTMPE AddOn, and/or other related code for the RTMPE  
10 handshake. Wowza's built-in code modules and AddOns have no substantial non-infringing uses,  
11 and Wowza code modules and AddOns are specially adapted to practice the claimed inventions in  
12 the '825 Patent, including features in the RTMPE handshake. Wowza is thus liable for infringement  
13 of the '825 Patent pursuant to 35 U.S.C. § 271(c).

14 **FIFTH CLAIM FOR RELIEF**

15 **(Infringement of U.S. Pat. No. 8,412,841)**

16 **(Against All Defendants)**

17 60. Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
18 through 59.

19 61. Adobe is the owner of the '841 Patent entitled "Media content streaming using  
20 stream message fragments," which issued April 2, 2013. A true and correct copy of the '841 Patent  
21 is attached as Exhibit E.

22 62. The '841 patent covers Wowza's implementations of Adobe's HTTP Dynamic  
23 Streaming (HDS). For example, implementations operate by transacting access information  
24 associated with a media stream. The access information includes fragment sequencing information  
25 to facilitate individual retrieval of fragments, wherein the fragments comprise stream messages  
26 having a message header and corresponding media data. Implementations also include transacting  
27 one or more fragments to facilitate a delivery of media content.  
28

63. At all relevant times, Wowza has been and now is directly infringing the ‘841 Patent in the State of California, in this judicial district, and elsewhere in the United States by manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now called Wowza Streaming Engine) with unauthorized versions of Adobe’s HDS, where such versions are covered by one or more claims of the ‘841 Patent. Wowza is thus liable for infringement of the ‘841 Patent pursuant to 35 U.S.C. § 271(a).

64. Wowza’s infringement of the ‘841 Patent is willful. Wowza should have knowledge of the ‘841 Patent at least as of the date of this Complaint, and therefore, Wowza is aware of Adobe’s infringement allegations for the ‘841 Patent, including against Wowza’s unauthorized versions of HDS and its implementation of “San Jose Streaming”, as described in this pleading.

65. Wowza is indirectly infringing the ‘841 Patent in the State of California, in this judicial district, and elsewhere in the United States. Wowza’s customers/licensees are liable for direct infringement of the ‘841 Patent pursuant to 35 U.S.C. § 271(a) for using the Wowza Media Server (now called Wowza Streaming Engine). Wowza’s customers/licensees implement Wowza’s unauthorized versions of HDS (*i.e.*, “San Jose Streaming”), which operate by transacting access information associated with a media stream and by transacting one or more fragments to facilitate a delivery of media content, among other items, as described above.

66. At least as of the date of this Complaint, Wowza has knowledge of Adobe’s infringement allegations that the Wowza Media Server infringes the ‘841 Patent, and continues, with intent, to induce infringement of the ‘841 Patent by providing HDS-related code for its server for customers/licensees to employ. As discussed above, Wowza provides its customers/licensees with “San Jose Streaming” files to specifically deploy the accused HDS technology. Wowza has induced its customers/licensees to infringe the ‘841 Patent by providing configuration files, code, and other support, including user guides, forum discussions, tutorials, among others items to enable and get operational its customers/licensees’ use of the infringing functionality. As such, Wowza is liable for infringement of the ‘841 Patent pursuant to 35 U.S.C. § 271(b).

67. Wowza contributes to its customers/licensees’ infringement of the ‘841 Patent. Wowza has knowledge of Adobe’s infringement allegations for the ‘841 at least as of the date of

1 this Complaint, and Wowza contributes to infringement by providing HDS-related code for its  
2 server for customers/licensees to employ “San Jose Streaming”. Wowza’s HDS-related code for  
3 “San Jose Streaming” has no substantial non-infringing uses, and Wowza’s HDS-related code is  
4 specially adapted to practice the claimed inventions in the ‘841 Patent. Wowza is thus liable for  
5 infringement of the ‘841 Patent pursuant to 35 U.S.C. § 271(c).

6 **SIXTH CLAIM FOR RELIEF**  
7 **(Infringement of U.S. Pat. No. 8,166,191)**  
8 **(Against All Defendants)**

9 68. Adobe restates and incorporates by reference the allegations set forth in paragraphs 1  
10 through 67.

11 69. Adobe is the owner of the ‘191 Patent entitled “Hint based media content  
12 streaming,” which issued April 24, 2012. A true and correct copy of the ‘191 Patent is attached as  
13 Exhibit F.

14 70. The ‘191 patent covers Wowza’s implementations of Adobe’s HTTP Dynamic  
15 Streaming (HDS). For example, implementations communicate with a remote device to stream  
16 media content. Implementations will assess hint information associated with the media content,  
17 including accessing a document that has a hint segment, a first media metadata track, a second  
18 media metadata track, and a hint metadata track. Implementations transmit a data stream to the  
19 remote device, where the data stream includes messages arranged in transmission order sequence.

20 71. At all relevant times, Wowza has been and now is directly infringing the ‘191 Patent  
21 in the State of California, in this judicial district, and elsewhere in the United States by  
22 manufacturing, using, selling, offering to sell and/or importing the Wowza Media Server (now  
23 called Wowza Streaming Engine) with unauthorized versions of Adobe’s HDS, where such versions  
24 are covered by one or more claims of the ‘191 Patent. Wowza is thus liable for infringement of the  
25 ‘191 Patent pursuant to 35 U.S.C. § 271(a).

26 72. Wowza’s infringement of the ‘191 Patent is willful. Wowza should have knowledge  
27 of the ‘191 Patent at least as of the date of this Complaint, and therefore, Wowza is aware of  
28

1 Adobe's infringement allegations for the '191 Patent, including against Wowza's unauthorized  
2 versions of HDS and its implementation of "San Jose Streaming", as described in this pleading.

3 73. Wowza is indirectly infringing the '191 Patent in the State of California, in this  
4 judicial district, and elsewhere in the United States. Wowza's customers/licensees are liable for  
5 direct infringement of the '191 Patent pursuant to 35 U.S.C. § 271(a) for using the Wowza Media  
6 Server (now called Wowza Streaming Engine). Wowza's customers/licensees implement Wowza's  
7 unauthorized versions of HDS (*i.e.*, "San Jose Streaming"), which operate by transacting access  
8 information associated with a media stream and by transacting one or more fragments to facilitate a  
9 delivery of media content, among other items, as described above.

10 74. At least as of the date of this Complaint, Wowza has knowledge of Adobe's  
11 infringement allegations that the Wowza Media Server infringes the '191 Patent, and continues,  
12 with intent, to induce infringement of the '191 Patent by providing HDS-related code for its server  
13 for customers/licensees to employ. As discussed above, Wowza provides its customers/licensees  
14 with "San Jose Streaming" files to specifically deploy the accused HDS technology. Wowza has  
15 induced its customers/licensees to infringe the '191 Patent by providing configuration files, code,  
16 and other support, including user guides, forum discussions, tutorials, among others items to enable  
17 and get operational its customers/licensees' use of the infringing functionality. As such, Wowza is  
18 liable for infringement of the '191 Patent pursuant to 35 U.S.C. § 271(b).

19 75. Wowza contributes to its customers/licensees' infringement of the '191 Patent.  
20 Wowza has knowledge of Adobe's infringement allegations for the '191 Patent at least as of the  
21 date of this Complaint, and Wowza contributes to infringement by providing HDS-related code for  
22 its server for customers/licensees to employ "San Jose Streaming". Wowza's HDS-related code for  
23 "San Jose Streaming" has no substantial non-infringing uses, and Wowza's HDS-related code is  
24 specially adapted to practice the claimed inventions in the '191 Patent. Wowza is thus liable for  
25 infringement of the '191 Patent pursuant to 35 U.S.C. § 271(c).

**PRAYER FOR RELIEF**

WHEREFORE, Adobe requests that this Court enter:

1. A judgment in favor of Adobe that Defendants have infringed directly, and/or by way of inducing infringement by others, and/or contributing to the infringement by others of the Patents-in-Suit.

2. A judgment and order awarding Adobe damages adequate to compensate for Defendants' infringement of the Patents-in-Suit.

3. A judgment awarding costs, expenses, and pre-judgment and post judgment interest for Defendants' infringement of the Patents-in-Suit.

4. A judgment and order finding Defendants' infringement of the Patents-in-Suit to be willful and deliberate, and a trebling of damages pursuant to 35 U.S.C. § 284.

5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and/or 15 U.S.C. § 1117(a), and awarding to Adobe its reasonable attorneys' fees and costs.

6. A preliminary and permanent injunction, enjoining Defendants, their officers, directors, agents, servants, attorneys, affiliates, employees, divisions, branches, subsidiaries, parents, assigns, and successors in interest of Defendants, and all others acting in concert, participation or privity with any of them (the "Wowza Entities"); and Defendants' customers and licensees, and all others acting in concert, participation or privity with any of them, from continued acts of infringement of the Patents-in-Suit.

7. An award of damages based on future infringing activities in the event an injunction is not granted.

8. Any and all other relief to which the Court may deem Adobe entitled.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and in accordance with Civil  
Local Rule 3-6, Adobe hereby demands a trial by jury on all issues so triable in this matter.

Dated: June 16, 2014

Respectfully submitted,

ARNOLD & PORTER LLP  
Michael A. Berta  
Ryan J. Casamiquela

By /s/ Michael A. Berta  
Michael A. Berta  
*Attorney for Plaintiff Adobe Systems Inc.*