

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ROSEBUD LMS, INC.)	
)	
Plaintiff,)	
)	Civil Action No. _____
v.)	
)	JURY TRIAL DEMANDED
DROPBOX, INC.)	
)	
Defendant.)	
_____)	

COMPLAINT

For its Complaint, Plaintiff Rosebud LMS, Inc. ("Rosebud"), by and through the undersigned counsel, alleges as follows:

THE PARTIES

1. Rosebud is a Delaware corporation with a place of business at 155 East 77th Street 1A, New York, New York 10021.
2. Defendant Dropbox, Inc. is a Delaware corporation with a place of business at 333 Brannan Street San Francisco, California 94107.

JURISDICTION AND VENUE

3. This action arises under the Patent Act, 35 U.S.C. § 1 *et seq.*
4. Subject matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338.
5. Upon information and belief, Defendant conducts substantial business in this forum, directly or through intermediaries, 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.

6. Venue is proper in this district pursuant to §§ 1391(b), (c) and 1400(b).

BACKGROUND

7. On November 5, 2014, United States Patent No. 8,578,280 (the "'280 patent"), entitled "Method and Software for Enabling N-Way Collaborative Work Over a Network of Computers" was duly and lawfully issued by the U.S. Patent and Trademark Office. A true and correct copy of the '280 patent is attached hereto as Exhibit A.

8. Rosebud is the assignee and owner of the right, title and interest in and to the '280 patent, including the right to assert all causes of action arising under said patents and the right to any remedies for infringement of them.

COUNT I – INFRINGEMENT OF U.S. PATENT NO. 8,578,280

9. Rosebud repeats and realleges the allegations of paragraphs 1 through 8 as if fully set forth herein.

10. Without license or authorization and in violation of 35 U.S.C. § 271(a), Defendant is liable for infringement of at least claim 1 of the '280 patent by making, using, importing, offering for sale, and/or selling methods and products for collaboration over a network, including, but not limited to Dropbox Pro and Dropbox Business (collectively, "Dropbox").

11. More specifically and upon information and belief, Dropbox, through use of the Dropbox badge, enables a user to collaborate with other users while working on a shared file. *See* <https://www.dropbox.com/help/7670> (last accessed Oct. 18, 2016); Dropbox Business Security: A Dropbox Whitepaper ("Whitepaper") at pp. 3-4 (available at https://www.dropbox.com/static/business/resources/Security_Whitepaper.pdf (last accessed Oct.

18, 2016). Dropbox intercepts data regarding the changes made on the shared file by a user and presents this data instantly to the other users collaborating on the shared file at the same time. *See* <https://www.dropbox.com/help/7672> ("7672") (last accessed Oct. 18, 2016); 7670. For example, if a first user makes changes to a shared document in Microsoft Word, Dropbox transmits the data regarding these changes to a second user collaborating on the shared file; data regarding the changes is provided to the second user automatically. *See* 7672; 7670. Dropbox automatically provides the second user access to the changed shared document by replicating and locally saving the changed shared document. The second user can open and edit a local copy of the document corresponding to a local copy of the native document file in Microsoft Word to collaborate with the first user who has access to the shared document, and the changes made by the first user are displayed to the second user. Dropbox provides security to the collaboration over the computer network using encryption. Whitepaper at pp. 17-18.

12. Rosebud is entitled to recover from Defendant the damages sustained by Rosebud as result of Defendant's infringement of the '280 patent in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

Rosebud hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Rosebud requests that this Court enter judgment against Defendant as follows:

A. An adjudication that Defendant has infringed the '280 patent;

B. An award of damages to be paid by Defendant adequate to compensate Rosebud for Defendant's past infringement of the '280 patent and any continuing or future infringement through the date such judgment is entered, including interest, costs, expenses and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;

C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of Rosebud's reasonable attorneys' fees; and

D. An award to Rosebud of such further relief at law or in equity as the Court deems just and proper.

Dated: October 18, 2016

STAMOULIS & WEINBLATT LLC

/s/ Richard C. Weinblatt

Stamatios Stamoulis #4606

Richard C. Weinblatt #5080

Two Fox Point Centre

6 Denny Road, Suite 307

Wilmington, DE 19809

Telephone: (302) 999-1540

stamoulis@swdelaw.com

weinblatt@swdelaw.com

Attorneys for Plaintiff

Rosebud LMS, Inc.