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10
11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 William Grecia,
14
15 Plaintiff,
16
17 v.
18 Adobe Systems Incorporated,
19
20 Defendant.

Case No. 16-cv-6283

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 **Parties**

2 1. Plaintiff William Grecia lives in Downingtown, Pennsylvania.

3 2. Adobe Systems Incorporated (“Adobe”) is a corporation organized under the
4 laws of Delaware with its principal place of business in San Jose, California.
5

6 **Jurisdiction and Venue**

7 3. This action arises under the patent laws of the United States, 35 U.S.C. §§ 101
8 *et seq.*

9 4. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§
10 1331 and 1338(a).

11 5. This Court may exercise personal jurisdiction over Adobe, which conducts
12 continuous and systematic business in California and this District. These patent infringement
13 claims arise directly from Adobe’s continuous and systematic activity in this District. In
14 short, this Court’s exercise of jurisdiction over Adobe would be consistent with the
15 California long-arm statute and traditional notions of fair play and substantial justice.
16

17 6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2) and
18 1400(b).

19 7. Pursuant to Civil L.R. 3-2(c), this action shall be assigned on a district-wide
20 basis because it is an intellectual property action.
21

22 **Claim of Patent Infringement**

23 ***Count 1—Adobe Infringement of U.S. Patent 8,533,860***

24 8. William Grecia owns United States Patent 8,533,860 (the “’860 patent”).
25 William Grecia invented the methods and products claimed in the ‘860 patent.
26

27 9. William Grecia is the exclusive owner of the ‘860 patent, which is attached
28 hereto as “Exhibit A.”

1 10. The ‘860 patent is valid and enforceable.

2 11. Adobe has and is directly infringing claims of the ‘860 patent. Adobe makes,
3 uses, sells, and offers for sale products, methods, equipment, and services that practice and
4 embody claims of the ‘860 patent—including but not limited to Adobe Creative Cloud
5 (“ACC”). Without limiting the claims that will be asserted or the products and services that
6 will be accused of infringement in this action, Adobe is infringing claim 8 of the ‘860 patent
7 when Adobe makes, uses, and sells ACC.
8

9 a. Claim 8 involves, “A method for authorizing access to digital content using
10 a cloud system, the cloud system comprising connected modules in
11 operation as one or more of a cloud computing or a cloud storage in
12 connection with devices and users, wherein the digital content is at least
13 one of encrypted or not encrypted, the method facilitating access rights
14 between a plurality of data processing devices” (Ex. A, col. 14:31-37.)
15 ACC service operates a method of authorizing access to Adobe digital
16 content (Adobe desktop and mobile applications) facilitating access rights
17 between a plurality of devices. (Claim Chart attached hereto as “Exhibit B”
18 at 1.)

19 b. Claim 8’s method includes “receiving a digital content access request from
20 at least one communications console of the plurality of data processing
21 devices, the access request being a read or write request of metadata of the
22 digital content, wherein the read or write request of metadata is performed
23 in connection with a combination of at least one device and the cloud
24 system, the request comprising a verification token provided by a first user
25 corresponding to the digital content, wherein the verification token is one
26
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1 or more of a password, e-mail address, payment system, credit card,
2 authorize ready device, rights token, or one or more redeemable
3 instruments of trade” (Ex. A, col. 14:38-49.) ACC receives a request
4 for Adobe digital content through the Adobe Applications Manager
5 (communications console). (Ex. B at 2.) The user’s Adobe ID (verification
6 token, e-mail and password) corresponding to the user’s Adobe content
7 rental plan is processed by ACC as a “rental permission.” (*Id.*; *see also* Ex.
8 A, col. 15:38-39 (claim 8).)

9
10 c. In claim 8, the verification token is authenticated. (Ex. A, col. 14:50.) The
11 user’s Adobe ID is authenticated by Adobe Applications Manager
12 (communications console). (Ex. B at 3.) The Adobe ID is authenticated
13 through an Auth services endpoint separate from the ACC web service.
14 (*Id.*)

15
16 d. Claim 8 involves “establishing a connection with the at least one
17 communications console, wherein the communications console is a
18 combination of a graphic user interface (GUI) and an Application
19 Programmable Interface (API) wherein the API is related to a verified web
20 service, the web service capable of facilitating a two way data exchange to
21 complete a verification process wherein the data exchange session
22 comprises at least one identification reference” (Ex. A, col. 14:51-59.)
23 Adobe Applications Manager (communications console) establishes a
24 connection to the private ACC API web service to complete a verification
25 process of the API key, allowing a two-way data exchange session. (Ex. B
26 at 4.)
27
28

- 1 e. In claim 8, after the connection with the verified web service is established
2 the communications console requests and receives: “requesting the at least
3 one identification reference from the at least one communications console.
4 . . . receiving the at least one identification reference from the at least one
5 communications console” (Ex. A, col. 14:60-15:2.) Adobe
6 Applications Manager (communications console) requests and receives at
7 least one ACC **account identifier** (device ID), also recognized by ACC in
8 the claim alternative as being one or more of: device rights token, device
9 serial number, device manufacture identification, device operating system
10 version, device credential, or device key. (Ex. B at 5.) The Adobe
11 Applications Manager (communications console) requests and receives
12 more than one identification references (Device ID): (i) from the ACC web
13 service to determine an active device limit; and (ii) from the executing
14 device to discover the local machine Device ID to write as a new Device
15 ID replacing an existing ACC metadata stored Device ID. (*Id.*)
16
17
18 f. Claim 8 involves “writing at least one of the verification token or the
19 identification reference into the metadata.” (Ex. A, col. 15:3-4.) Adobe
20 Applications Manager (communications console) writes the new Device
21 ID to the ACC metadata. (Ex. B at 6.)
22

23 ***Count 2—Adobe Infringement of U.S. Patent 8,402,555***

24 12. William Grecia owns United States Patent 8,402,555 (the “‘555 patent”).
25 William Grecia invented the methods and products claimed in the ‘555 patent.

26 13. William Grecia is the exclusive owner of the ‘555 patent, which is attached
27 hereto as “Exhibit C.”
28

1 14. The ‘555 patent is valid and enforceable.

2 15. Adobe has and is directly infringing claims of the ‘555 patent. Adobe makes,
3 uses, sells, and offers for sale products, methods, equipment, and services that practice and
4 embody claims of the ‘555 patent—including ACC. Without limiting the claims that will be
5 asserted or the products and services that will be accused of infringement in this action,
6 Adobe is infringing claim 13 of the ‘555 patent when Adobe makes, uses, and sells ACC.
7

8 a. Claim 13 involves, “A system for monitoring access to an encrypted digital
9 media, the system facilitating interoperability between a plurality of data
10 processing devices, the system working as a front-end agent for access
11 rights authorization between a plurality of data processing devices, the
12 system comprising” (Ex. C, col. 15:65-16:2.) The ACC system is
13 comprised of modules that monitor access to encrypted digital media (e.g.,
14 “assets” stored in the cloud by Adobe desktop and mobile applications)
15 facilitating interoperability between a plurality of devices (e.g., “across
16 your desktop and mobile devices”). (Claim Chart attached hereto as
17 “Exhibit D” at 1.)
18

19 b. Claim 13’s system includes “a first receipt module, the first receipt module
20 receiving an encrypted digital media access branding request from at least
21 one communications console of the plurality of data processing devices,
22 the branding request being a read or write request of metadata of the
23 encrypted digital media, the request comprising a membership verification
24 token provided by a first user, corresponding to the encrypted digital media
25” (Ex. C, col. 16:3-11.) The ACC system has a first receipt module that
26 receives a write request to establish access rights to digital media assets
27
28

1 through the Adobe Applications Manager (communications console). (Ex.
2 D at 2.) The user's Adobe ID (membership verification token) corresponds
3 to a user's Creative Cloud digital media assets for interoperable device
4 access. (*Id.*)

5
6 c. In claim 13, the verification token is authenticated: "the authentication
7 module authenticating the membership verification token, the
8 authentication being performed in connection with a token database"
9 (Ex. C, col. 16:12-15.) The ACC system has an authentication module that
10 authenticates the user's Adobe ID using a token database. (Ex. D at 3.)

11
12 d. Claim 13 has a "a connection module, the connection module establishing
13 connection with the at least one communications console wherein the
14 communications console is a combination of a graphic user interface
15 (GUI) and an Applications Programmable Interface (API) protocol
16 wherein the API is related to a verified web service, the verified web
17 service capable of facilitating a two way data exchange to complete a
18 verification process" (Ex. C, col. 16:16-23.) The ACC system has a
19 connection module that establishes a connection to a verified web service
20 using API credentials verified by the web service that the module has
21 permission to establish a connection to it. (Ex. D at 4.)

22
23 e. Claim 13 includes "a request module, the request module requesting at
24 least one electronic identification reference from the at least one
25 communications console wherein the electronic identification reference
26 comprises a verified web service account identifier of the first user, a
27 second receipt module, the second receipt module receiving the at least one
28

1 electronic identification reference from the at least one communications
 2 console” (Ex. C, col. 16:24-31.) The ACC system has a request
 3 module and second receipt module that request and receive at least one
 4 verified web service **account identifier** (the system metadata identifier
 5 recognized as a “device ID”). (Ex. D at 5.)

6
 7 f. Claim 13 has “a branding module, the branding module branding
 8 metadata of the encrypted digital media by writing the membership
 9 verification token and the electronic identification reference into the
 10 metadata.” (Ex. C, col. 16:32-35.) The ACC system has a branding module
 11 that writes the Adobe ID (membership verification token) and the Device
 12 ID (electronic identification reference) to the ACC system metadata. (Ex.
 13 D at 6.)

14
 15 g. Claim 13 is the system “wherein the encrypted digital media is one of a
 16 video file, audio file, container format, *document*, metadata as part of video
 17 game software and other computer based apparatus in which processed
 18 data is facilitated.” (Ex. C, col. 16:36-40 (emphasis added).) The encrypted
 19 digital media accessed through the ACC system are Adobe application
 20 formatted documents (e.g., assets). (Ex. D at 6.)

21
 22 **Prayer for Relief**

23 WHEREFORE, William Grecia prays for the following relief against Adobe:

- 24 (a) Judgment that Adobe has directly infringed the ‘860 patent and the ‘555
 25 patent;
 26 (b) For a fair and reasonable royalty;
 27 (c) For pre-judgment interest and post-judgment interest at the maximum rate
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1 allowed by law;

2 (d) For such other and further relief as the Court may deem just and proper.

3 Date: October 31, 2016

Respectfully submitted,

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DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b) and Civil L.R. 3-6(a), Plaintiff hereby demands a jury trial on issues so triable.

Date: October 31, 2016

Respectfully submitted,

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