

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

**ROTHSCHILD BROADCAST  
DISTRIBUTION SYSTEMS, LLC,**

**Plaintiff,**

**v.**

**PETCUBE, INC.,**

**Defendant.**

**CIVIL ACTION NO. \_\_\_\_\_**

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff Rothschild Broadcast Distribution Systems, LLC (“Plaintiff” or “Rothschild Broadcast Distribution Systems”) files this complaint against Defendant Petcube, Inc. (“Defendant” or “Petcube”) for infringement of U.S. Patent No. 8,856,221 (hereinafter the “221 Patent”) and alleges as follows:

**PARTIES**

1. Plaintiff is a Texas limited liability company with an office at 1400 Preston Road, Suite 400, Plano, Texas 75093.
2. On information and belief, Defendant is a Delaware corporation with its principal office in the United States located at 665 3rd St., Suite 150, San Francisco, CA 94107. On information and belief, Defendant may be served with process through its registered agent, The Company Corporation, at 251 Little Falls Dr., Wilmington, DE 19808.

**JURISDICTION AND VENUE**

3. This action arises under the patent laws of the United States, 35 U.S.C. § 271 et seq. Plaintiff is seeking damages, as well as attorney fees and costs.

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Patents).

5. On information and belief, this Court has personal jurisdiction over Defendant because Defendant has committed, and continues to commit, acts of infringement in this District, has conducted business in this District, and/or has engaged in continuous and systematic activities in this District.

6. Upon information and belief, Defendant's instrumentalities that are alleged herein to infringe were and continue to be used, imported, offered for sale, and/or sold in the District.

7. Venue is proper in this District under 28 U.S.C. §1400(b) because Defendant is deemed to be a resident in this District.

**BACKGROUND**

8. On October 7, 2014, the United States Patent and Trademark Office ("USPTO") duly and legally issued the '221 Patent, entitled "System and Method for Storing Broadcast Content in an Cloud-Based Computing Environment" after the USPTO completed a full and fair examination. The '221 Patent is attached as Exhibit A.

9. Rothschild Broadcast Distribution Systems is currently the owner of the '221 Patent.

10. Rothschild Broadcast Distribution Systems possesses all rights of recovery under the '221 Patent, including the exclusive right to recover for past, present and future infringement.

11. The '221 Patent contains thirteen claims including two independent claims (claims 1 and 7) and eleven dependent claims.

**COUNT ONE**  
**(Infringement of United States Patent No. 8,856,221)**

12. Plaintiff refers to and incorporates the allegations in Paragraphs 1 - 11, the same as if set forth herein.

13. This cause of action arises under the patent laws of the United States and, in particular under 35 U.S.C. §§ 271, *et seq.*


14. Defendant has knowledge of its infringement of the '221 Patent, at least as of the service of the present complaint.


15. Upon information and belief, Defendant has infringed and continues to infringe one or more claims, including at least Claim 1, of the '221 Patent by making, using, importing, selling, and/or offering for media content storage and delivery systems and services covered by one or more claims of the '221 Patent.

16. Accordingly, Defendant has infringed, and continues to infringe, the '221 Patent in violation of 35 U.S.C. § 271.


17. Defendant sells, offers to sell, and/or uses media content storage and delivery systems and services, including, without limitation, Petcube security cameras (such as the Petcube Bites, Bites 2, Play and Play 2) together with the Petcube system and Petcube App, and any similar products ("Product"), which infringes at least Claim 1 of the '221 Patent.

18. The Product practices a method of storing (e.g., cloud storage) media content (e.g. live and recorded video) and delivering requested media content (e.g. view live footage and recorded clips) to a consumer device. Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.

 Streams in 1080p HD video with 138° wide angle view

 Video cloud recording service with Petcube Care - 1, 3 or 10 days of history

Source: <https://petcube.com/play/>

 Video cloud recording service with Petcube Care - 1, 3 or 10 days of history

Source: <https://petcube.com/play/>

**VIDEO HISTORY**

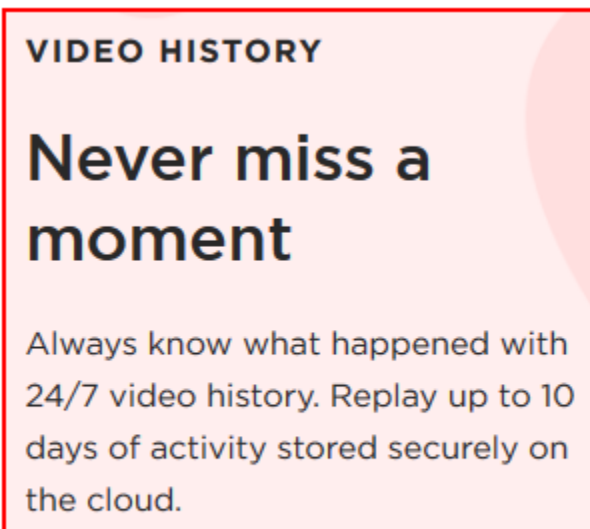
**Never miss a moment**

Always know what happened with 24/7 video history. Replay up to 10 days of activity stored securely on the cloud.

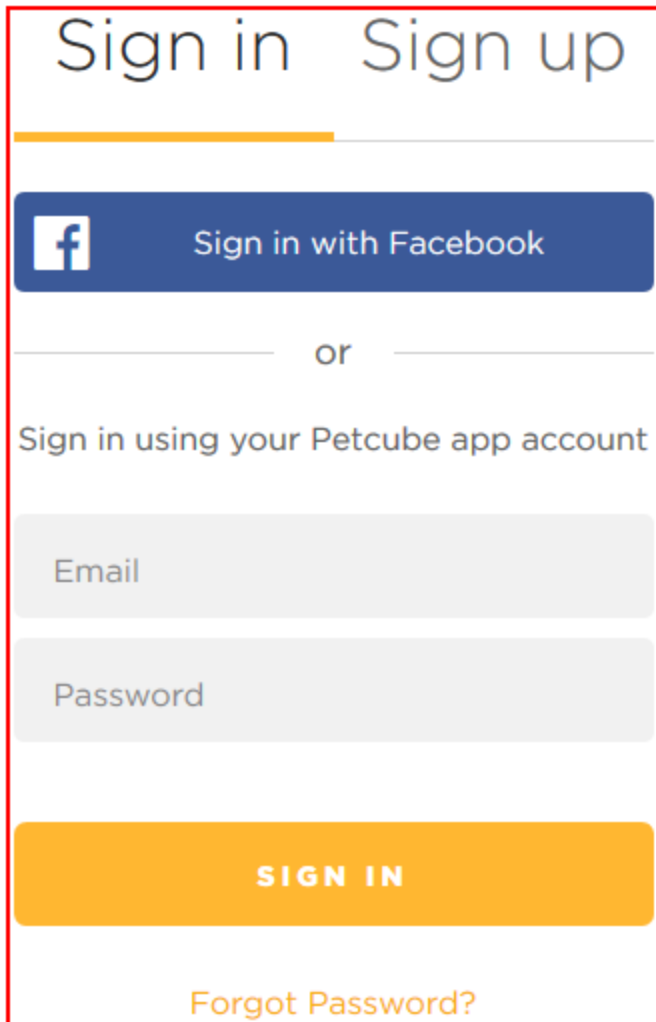
Source: <https://petcube.com/care/>

19. The Product necessarily includes at least one server for hosting and storing media content for customers. For example, the Product necessarily includes at least one server (e.g. cloud server) to store recorded security videos.

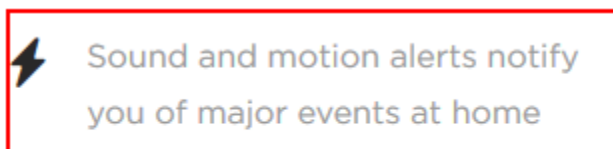
20. The at least one server necessarily includes a first receiver configured to receive a request message including data indicating requested media content (e.g., the server must have infrastructure to receive a request to store recorded security videos or to stream recorded video on a smartphone; additionally, the request message must contain data that identifies the video to be stored or streamed) and a consumer device identifier corresponding to a consumer device (e.g., the user credentials are used to tie a smartphone and user account to particular cameras and the videos they produce). The cloud services (including camera view from cloud) can be accessed from web/mobile application (e.g. Petcube Care app) by signing in with the correct credentials. Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.



Source: <https://petcube.com/care/>



Source: <https://petcube.com/home/auth/login/>



Source: <https://petcube.com/play/>

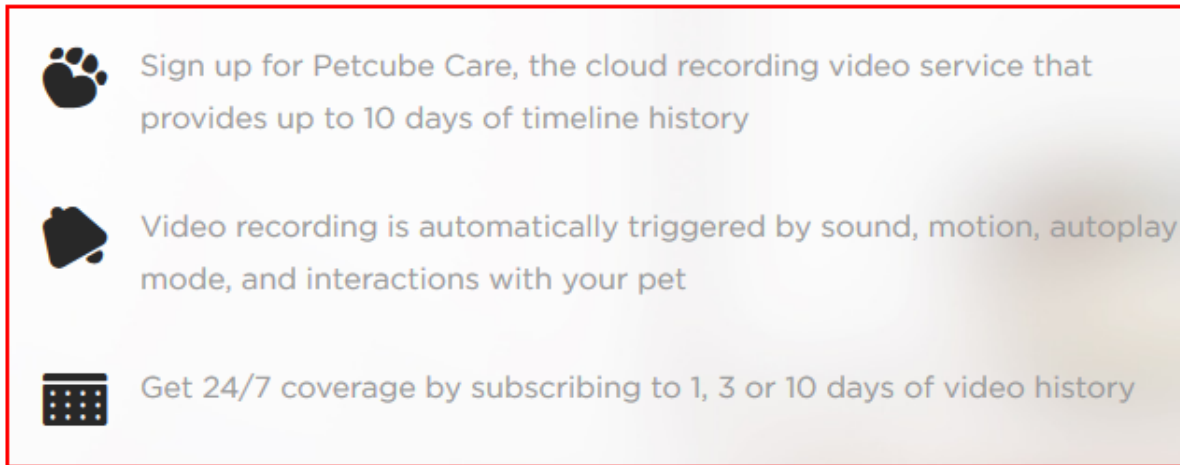
21. The Product necessarily includes a processor to determine whether the consumer device identifier corresponds to the registered consumer device (e.g., the server must authenticate a user's credentials to ensure that the credentials match those registered with a security camera which the user would like to access). A user must be a registered user to access Petcube cloud

services. Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.

If you successfully registered your Petcube and the LED light on it glows white, go to the camera profile in your iOS app or to the 'Home' tab in your Android app in the Petcube App and press the 'Play' icon at the top. To enable laser and audio, select the 'Settings'

Source: <https://petcube.com/support/article/playing-with-play-camera/>

22. The Product provides for both media downloads and/or storage, and media streaming. As per the information available, after successful login, a processor within the Product necessarily determines whether the request received from a customer is a request for storage (e.g., recording or storing content) or content (e.g., streaming of media content, live view). Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.



Source: <https://petcube.com/camera/>

Petcube is the most popular app for live video streaming and playing with real pets.

Source: <https://itunes.apple.com/us/app/petcube/id720151500?mt=8>

A yellow rectangular logo with a red border. The text "Live Stream" is on the top line and "with Real Pets" is on the bottom line, both in white sans-serif font. There is a subtle white wave-like graphic at the bottom right of the yellow background.

Source: <https://itunes.apple.com/us/app/petcube/id720151500?mt=8>

23. The server verifies that media content identified in the media data of the storage request message (e.g., request to record content) is available for storage in order to prevent data errors that would result from attempting to store content that is not available for storage. The server must verify that the media content (e.g. specific recording from a specific camera) identified in the media data of the storage request message is available for storage in order to prevent data errors that would result from attempting to store content that is not available for storage (e.g. the server must verify that a particular security camera is adequately connected to the internet as to allow for video recording and storage on the cloud. Additionally, a user's ability to store video is limited to a certain amount of memory usage based upon their subscription; thus media content may not be available for storage if a user is already above their memory limit or if they have not subscribed to any service). Also, the number of cameras supported is based on the activated subscription pack. The subscription pack can be, for example, Petcube Play using Petcube Care app (\$2.99/mo. for one day history); (\$29/yr. for one day history); (\$4.99/mo. for 3 day history), (\$49/yr. for 3 day history); (\$9.99/mo. for 10 day history), or (\$99/yr. for 10 day history). A user can also schedule the recording as per their requirement. Only the events during the scheduled time are eligible to be recorded on the cloud storage. Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.



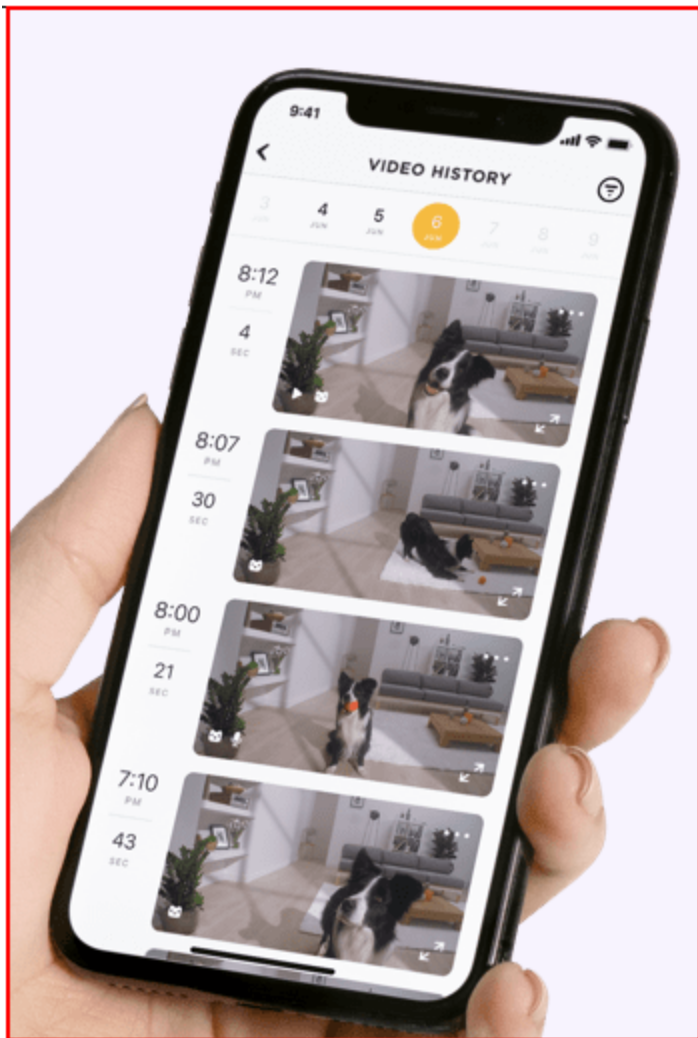
Petcube Care offers five different subscriptions to fit the needs of pet owners of all stripes:

- 4-Hour Video History: FREE FOREVER
- 1-Day Video History: \$2.99/month
- 1-Day Video History: \$29/year (save \$6 with an annual plan)
- 3-Day Video History: \$4.99/month
- 3-Day Video History: \$49/year (save \$10 with an annual plan)
- 10-Day Video History: \$9.99/month
- 10-Day Video History: \$99/year (save \$20 with an annual plan)

For multiple cameras, save 50% on each additional subscription:

- 1-Day Video History: \$1.49/month
- 1-Day Video History: \$14.49/year (save \$3 with an annual plan)
- 3-Day Video History: \$2.49/month
- 3-Day Video History: \$24.49/year (save \$5 with an annual plan)
- 10-Day Video History: \$4.99/month
- 10-Day Video History: \$49.49/year (save \$10 with an annual plan)

Source: <https://petcube.com/support/article/how-much-does-petcube-care-cost/>



Source: <https://petcube.com/care/>

24. If a customer requests content (e.g., live streaming of media content), then a processor within the Product necessarily initiates delivery of the content to the customer's device. The server will initiate delivery of the requested media content to the consumer device (e.g., stream live camera feed to a smartphone or tablet or desktop computer) if the request message is a content request message (e.g., request for live streaming). Certain aspects of these elements are illustrated in the screen shots below and/or in screen shots provided in connection with other allegations herein.

Petcube is the most popular app for live video streaming and playing with real pets.

Live Stream  
with Real Pets

Source: <https://itunes.apple.com/us/app/petcube/id720151500?mt=8>






Source: <https://petcube.com/camera/>

25. The media data includes time data that indicates a length of time to store the requested media content (e.g., a user is allowed to store videos for maximum of 10 days as based upon their subscription level). Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.

Video cloud recording  
service with Petcube Care  
- 1, 3 or 10 days of history

Source: <https://petcube.com/play/>

1 Day of Video History	3 Days of Video History	10 Days of Video History
		
<ul style="list-style-type: none"><li>✓ Access to the last 24 hours of video history</li><li>✓ Longer pet activity video clips</li><li>✓ Exclusive perks from 30+ top pet brands</li><li>✓ Extended 2-year camera warranty</li></ul>	<ul style="list-style-type: none"><li>✓ Access to the last 3 Days of video history</li><li>✓ Longer pet activity video clips</li><li>✓ Exclusive perks from 30+ top pet brands</li><li>✓ Extended 2-year camera warranty</li></ul>	<ul style="list-style-type: none"><li>✓ Access to the last 10 Days of video history</li><li>✓ Longer pet activity video clips</li><li>✓ Exclusive perks from 30+ top pet brands</li><li>✓ Extended 2-year camera warranty</li><li>✓ Smart alerts: Barking, meowing, pet and human recognition</li></ul>
<b>\$2.99/month</b>	<b>\$4.99/month</b>	<b>\$9.99/month</b>

Source: <https://petcube.com/care/>

26. The server must first determine whether the requested media content exists prior to initiating delivery in order to prevent data errors that would result from attempting to transmit media content that does not exist (e.g., the server must verify that a particular security camera is adequately connected to the internet as to allow for video recording and streaming). Certain aspects of these elements are illustrated in the screenshots below and/or in those provided in connection with other allegations herein.


#### 4. Internet required

If you receive the 'Internet required' error message, you need to minimize the Petcube App (do not close it), go to Wi-Fi Settings on your phone and connect to your Wi-Fi network. Go back to the Petcube App and press 'Try again.'

#### **14. Petcube goes offline / turns off**

This issue can happen if you're using a less powerful A/C adapter. Please make sure to use only ones with 5V output voltage and 2A current.

The LED light on the front of your Petcube Camera tells you about its status.

 Pulsing Yellow – Your Petcube Camera is either not registered yet or cannot connect to your Wi-Fi network because of an incorrect password.

To change your Wi-Fi password, open 'Settings,' go to 'Wi-Fi and' follow the steps on the screen.

 Pulsing Green – Wi-Fi setup mode.

Source: <https://petcube.com/support/camera/user-guide/>

27. After the processor determines whether the requested media content is available, it determines whether there are restrictions associated with the requested media content (e.g., subscription level etc.). Certain aspects of these elements are illustrated in the screenshots provided in connection with other allegations herein.

28. Defendant's actions complained of herein will continue unless Defendant is enjoined by this Court.

29. Defendant's actions complained of herein is causing irreparable harm and monetary damage to Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

30. The '221 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

31. A copy of the '221 Patent, titled "System and Method for Storing Broadcast Content in a Cloud-based Computing Environment," is attached hereto as Exhibit A.

32. By engaging in the conduct described herein, Defendant has injured Plaintiff and is liable for infringement of the `221 Patent, pursuant to 35 U.S.C. § 271.

33. Defendant has committed these acts of literal infringement, or infringement under the doctrine of equivalents of the `221 Patent, without license or authorization.

34. As a result of Defendant's infringement of the `221 Patent, injured Plaintiff has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendant's past infringement, together with interests and costs.

35. Plaintiff is in compliance with 35 U.S.C. § 287.

36. As such, Plaintiff is entitled to compensation for any continuing and/or future infringement of the `221 Patent up until the date that Defendant ceases its infringing activities.

#### **DEMAND FOR JURY TRIAL**

37. Rothschild Broadcast Distribution Systems, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff asks the Court to:

- (a) Enter judgment for Plaintiff on this Complaint on all cases of action asserted herein;
- (b) Enter an Order enjoining Defendant, its agents, officers, servants, employees, attorneys, and all persons in active concert or participation with Defendant who receives notice of the order from further infringement of United States Patent No. 8,856,221 (or, in the alternative, awarding Plaintiff running royalty from the time judgment going forward);
- (c) Award Plaintiff damages resulting from Defendants infringement in accordance with 35 U.S.C. § 284;

(d) Award Plaintiff such further relief to which the Court finds Plaintiff entitled under law or equity.

DATED August 28, 2019

Respectfully submitted,

*/s/Stamatios Stamoulis*  
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