

1 TOWNSEND AND TOWNSEND AND CREW LLP  
THEODORE T. HERHOLD (SBN 122895) ttherhold@townsend.com  
2 JORDAN TRENT JONES (SBN 166600) jtjones@townsend.com  
JULIE J. HAN (SBN 215279) jjhan@townsend.com  
3 379 Lytton Avenue  
Palo Alto, California 94301  
4 Telephone: (650) 326-2400  
Facsimile: (650) 326-2422

5 Attorneys for Plaintiff  
6 WEBEX COMMUNICATIONS, INC.

7  
8 UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10  
11 WEBEX COMMUNICATIONS, INC.,  
a Delaware Corporation,

12 Plaintiff,

13 v.

14 RAINDANCE COMMUNICATIONS, INC.,  
a Delaware Corporation,

15 Defendant.  
16

Case No. C05 03919 WDB

**COMPLAINT FOR PATENT  
INFRINGEMENT OF U.S. PATENT  
NOS. 5,577,188, 5,608,872, 5,649,104,  
5,761,419, 5,819,038, 5,835,713,  
6,601,087, 6,654,032, AND 6,763,501**

DEMAND FOR JURY TRIAL

17  
18 Plaintiff WEBEX COMMUNICATIONS, INC. (“WebEx”), by and through its attorneys,  
19 complains and alleges as follows:

20 **PARTIES**

21 1. Plaintiff WebEx is a corporation organized under the laws of the State of Delaware and  
22 has its principal place of business at 3979 Freedom Circle, Santa Clara, California, 95054. WebEx is  
23 in the business of providing collaborative web meeting applications.

24 2. Upon information and belief, Defendant Raindance Communications, Inc.  
25 (“Defendant”) is a corporation organized and existing under the laws of the State of Delaware and has  
26 its principal place of business at 1157 Century Drive, Louisville, Colorado, 80027.  
27  
28

**JURISDICTION AND VENUE**

1  
2 3. This is a civil action for patent infringement arising under the Patent Laws of the  
3 United States, 35 U.S.C. §§1, *et seq.* Subject matter jurisdiction is proper under 28 U.S.C. §§1331  
4 and 1338(a).

5 4. Venue is proper in this district under 28 U.S.C. §§1400(b) and 1391(c) for at least the  
6 reason that Defendant “resides” in this district as defined in §1391(c) because its contacts with this  
7 judicial district are sufficient to render it amenable to personal jurisdiction in this district. Defendant’s  
8 contacts include the following: (a) Defendant has continuously for years offered for sale and sold, and  
9 continues to offer for sale and sell, a significant number of its products and/or services in this judicial  
10 district through the internet; and (b) since the patent issuance date, Defendant has offered for sale and  
11 sold, and continues to offer for sale and sell, infringing products and/or services in this judicial district  
12 through the internet. In addition, the infringing products and/or services are advertised in this judicial  
13 district.

14 **FIRST CLAIM**

15 **(Infringement of U.S. Patent No. 5,577,188)**

16 5. U.S. Patent No. 5,577,188, entitled “Instant Document Sharing” (the “‘188 Patent”)  
17 was duly and lawfully issued on November 19, 1995. A true and correct copy of the ‘188 Patent is  
18 attached hereto as Exhibit A.

19 6. WebEx is the owner, through assignment, of the ‘188 Patent, and thus has standing to  
20 sue for infringement of the ‘188 Patent.

21 7. Defendant has infringed and continues to infringe, directly, contributorily, and by  
22 inducement of others, the ‘188 Patent by making, using, selling, importing and/or offering for sale  
23 products and/or services covered by the claims of the ‘188 Patent in violation of 35 U.S.C. §271.

24 8. Defendant’s infringement of the ‘188 Patent has caused and continues to cause damage  
25 to WebEx in an amount to be determined at trial. Defendant’s infringement as herein alleged will  
26 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
27 law, unless this Court enjoins and restrains such activities.

28 9. Upon information and belief, Defendant’s infringement of the ‘188 Patent is willful and

1 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
2 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

3 **SECOND CLAIM**

4 **(Infringement of U.S. Patent No. 5,608,872)**

5 10. U.S. Patent No. 5,608,872, entitled "System for Allowing All Remote Computers to  
6 Perform Annotation on an Image and Replicating the Annotated Image on the Respective Displays of  
7 Other Computers" (the "'872 Patent") was duly and lawfully issued on March 4, 1997. A true and  
8 correct copy of the '872 Patent is attached hereto as Exhibit B.

9 11. WebEx is the owner, through assignment, of the '872 Patent, and thus has standing to  
10 sue for infringement of the '872 Patent.

11 12. Defendant has infringed and continues to infringe, directly, contributorily, and by  
12 inducement of others, the '872 Patent by making, using, selling, importing and/or offering for sale  
13 products and/or services covered by the claims of the '872 Patent in violation of 35 U.S.C. §271.

14 13. Defendant's infringement of the '872 Patent has caused and continues to cause damage  
15 to WebEx in an amount to be determined at trial. Defendant's infringement as herein alleged will  
16 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
17 law, unless this Court enjoins and restrains such activities.

18 14. Upon information and belief, Defendant's infringement of the '872 Patent is willful and  
19 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
20 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

21 **THIRD CLAIM**

22 **(Infringement of U.S. Patent No. 5,649,104)**

23 15. U.S. Patent No. 5,649,104, entitled "System for Allowing User of Any Computer to  
24 Draw Image Over That Generated By the Host Computer and Replicating the Drawn Image to Other  
25 Computers" (the "'104 Patent") was duly and lawfully issued on July 15, 1999. A true and correct  
26 copy of the '872 Patent is attached hereto as Exhibit C.

27 16. WebEx is the owner, through assignment, of the '104 Patent, and thus has standing to  
28 sue for infringement of the '104 Patent.

1 17. Defendant has infringed and continues to infringe, directly, contributorily, and by  
2 inducement of others, the '104 Patent by making, using, selling, importing and/or offering for sale  
3 products and/or services covered by the claims of the '104 Patent in violation of 35 U.S.C. §271.

4 18. Defendant's infringement of the '104 Patent has caused and continues to cause damage  
5 to WebEx in an amount to be determined at trial. Defendant's infringement as herein alleged will  
6 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
7 law, unless this Court enjoins and restrains such activities.

8 19. Upon information and belief, Defendant's infringement of the '104 Patent is willful and  
9 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
10 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

11 **FOURTH CLAIM**

12 **(Infringement of U.S. Patent No. 5,761,419)**

13 20. U.S. Patent No. 5,761,419, entitled "Remote Collaboration System Including First  
14 Program Means Translating User Inputs Into Annotations and Running on All Computers While  
15 Second Program Means Runs on One Computer" (the "'419 Patent") was duly and lawfully issued on  
16 June 2, 1998. A true and correct copy of the '419 Patent is attached hereto as Exhibit D.

17 21. WebEx is the owner, through assignment, of the '419 Patent, and thus has standing to  
18 sue for infringement of the '419 Patent.

19 22. Defendant has infringed and continues to infringe, directly, contributorily, and by  
20 inducement of others, the '419 Patent by making, using, selling, importing and/or offering for sale  
21 products and/or services covered by the claims of the '419 Patent in violation of 35 U.S.C. §271.

22 23. Defendant's infringement of the '419 Patent has caused and continues to cause damage  
23 to WebEx in an amount to be determined at trial. Defendant's infringement as herein alleged will  
24 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
25 law, unless this Court enjoins and restrains such activities.

26 24. Upon information and belief, Defendant's infringement of the '419 Patent is willful and  
27 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
28 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

**FIFTH CLAIM**

**(Infringement of U.S. Patent No. 5,819,038)**

1  
2  
3 25. U.S. Patent No. 5,819,038, entitled “Collaborating System for Producing Copies of  
4 Image Generated By First Program on First Computer on Other Computers and Annotating the Image  
5 By Second Program” (the “’038 Patent”) was duly and lawfully issued on October 7, 1998. A true and  
6 correct copy of the ‘038 Patent is attached hereto as Exhibit E.

7 26. WebEx is the owner, through assignment, of the ‘038 Patent, and thus has standing to  
8 sue for infringement of the ‘038 Patent.

9 27. Defendant has infringed and continues to infringe, directly, contributorily, and by  
10 inducement of others, the ‘038 Patent by making, using, selling, importing and/or offering for sale  
11 products and/or services covered by the claims of the ‘038 Patent in violation of 35 U.S.C. §271.

12 28. Defendant’s infringement of the ‘038 Patent has caused and continues to cause damage  
13 to WebEx in an amount to be determined at trial. Defendant’s infringement as herein alleged will  
14 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
15 law, unless this Court enjoins and restrains such activities.

16 29. Upon information and belief, Defendant’s infringement of the ‘038 Patent is willful and  
17 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
18 attorneys’ fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

**SIXTH CLAIM**

**(Infringement of U.S. Patent No. 5,835,713)**

19  
20  
21 30. U.S. Patent No. 5,835,713, entitled “Remote Collaboration System For Selectively  
22 Locking the Display at Remote Computers to Prevent Annotation of the Display By Users of the  
23 Remote Computers” (the “’713 Patent”) was duly and lawfully issued on November 19, 1998. A true  
24 and correct copy of the ‘713 Patent is attached hereto as Exhibit F.

25 31. WebEx is the owner, through assignment, of the ‘713 Patent, and thus has standing to  
26 sue for infringement of the ‘713 Patent.

27 32. Defendant has infringed and continues to infringe, directly, contributorily, and by  
28 inducement of others, the ‘713 Patent by making, using, selling, importing and/or offering for sale

1 products and/or services covered by the claims of the '713 Patent in violation of 35 U.S.C. §271.

2 33. Defendant's infringement of the '713 Patent has caused and continues to cause damage  
3 to WebEx in an amount to be determined at trial. Defendant's infringement as herein alleged will  
4 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
5 law, unless this Court enjoins and restrains such activities.

6 34. Upon information and belief, Defendant's infringement of the '713 Patent is willful and  
7 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
8 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

9 **SEVENTH CLAIM**

10 **(Infringement of U.S. Patent No. 6,601,087)**

11 35. U.S. Patent No. 6,601,087, entitled "Instant Document Sharing" (the "'087 Patent")  
12 was duly and lawfully issued on July 29, 2003. A true and correct copy of the '087 Patent is attached  
13 hereto as Exhibit G.

14 36. WebEx is the owner, through assignment, of the '087 Patent, and thus has standing to  
15 sue for infringement of the '087 Patent.

16 37. Defendant has infringed and continues to infringe, directly, contributorily, and by  
17 inducement of others, the '087 Patent by making, using, selling, importing and/or offering for sale  
18 products and/or services covered by the claims of the '087 Patent in violation of 35 U.S.C. §271.

19 38. Defendant's infringement of the '087 Patent has caused and continues to cause damage  
20 to WebEx in an amount to be determined at trial. Defendant's infringement as herein alleged will  
21 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
22 law, unless this Court enjoins and restrains such activities.

23 39. Upon information and belief, Defendant's infringement of the '087 Patent is willful and  
24 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
25 attorneys' fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

26 **EIGHTH CLAIM**

27 **(Infringement of U.S. Patent No. 6,654,032)**

28 40. U.S. Patent No. 6,654,032, entitled "Instant Sharing of Documents on a Remote

1 Server” (the “‘032 Patent”) was duly and lawfully issued on November 25, 2003. A true and correct  
2 copy of the ‘032 Patent is attached hereto as Exhibit H.

3 41. WebEx is the owner, through assignment, of the ‘032 Patent, and thus has standing to  
4 sue for infringement of the ‘032 Patent.

5 42. Defendant has infringed and continues to infringe, directly, contributorily, and by  
6 inducement of others, the ‘032 Patent by making, using, selling, importing and/or offering for sale  
7 products and/or services covered by the claims of the ‘032 Patent in violation of 35 U.S.C. §271.

8 43. Defendant’s infringement of the ‘032 Patent has caused and continues to cause damage  
9 to WebEx in an amount to be determined at trial. Defendant’s infringement as herein alleged will  
10 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
11 law, unless this Court enjoins and restrains such activities.

12 44. Upon information and belief, Defendant’s infringement of the ‘032 Patent is willful and  
13 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
14 attorneys’ fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

15 **NINTH CLAIM**

16 **(Infringement of U.S. Patent No. 6,763,501)**

17 45. U.S. Patent No. 6,763,501, entitled “Remote Document Serving” (the “‘501 Patent”) was duly and lawfully issued on July 13, 2004. A true and correct copy of the ‘501 Patent is attached  
18 hereto as Exhibit I.

19 20 46. WebEx is the owner, through assignment, of the ‘501 Patent, and thus has standing to  
21 sue for infringement of the ‘501 Patent.

22 47. Defendant has infringed and continues to infringe, directly, contributorily, and by  
23 inducement of others, the ‘501 Patent by making, using, selling, importing and/or offering for sale  
24 products and/or services covered by the claims of the ‘501 Patent in violation of 35 U.S.C. §271.

25 48. Defendant’s infringement of the ‘501 Patent has caused and continues to cause damage  
26 to WebEx in an amount to be determined at trial. Defendant’s infringement as herein alleged will  
27 continue to cause immediate and irreparable harm to WebEx for which there is no adequate remedy at  
28 law, unless this Court enjoins and restrains such activities.

1 49. Upon information and belief, Defendant’s infringement of the ‘501 Patent is willful and  
2 deliberate, entitling WebEx to enhanced damages pursuant to 35 U.S.C. §284, and to an award of  
3 attorneys’ fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. §285.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, WebEx prays for relief as follows:

6 A. That judgment be entered in favor of WebEx that the ‘188, ‘872, ‘104, ‘419, ‘038,  
7 ‘713, ‘087, ‘032, and ‘501 Patents are valid and infringed by Defendant;

8 B. That WebEx be granted an accounting of all damages sustained as a result of  
9 Defendant’s infringement as herein alleged;

10 C. That WebEx be awarded actual damages together with prejudgment interest according  
11 to proof, and enhanced damages pursuant to 35 U.S.C. §284;

12 D. For a preliminary and permanent injunction enjoining Defendant’s acts of infringement  
13 and those of its officers, agents, servants, employees, subsidiaries and any persons acting in concert  
14 with Defendant, including related individuals and entities, customers, and representatives;

15 E. That WebEx be awarded attorneys’ fees and costs pursuant to 35 U.S.C. §285 or as  
16 otherwise provided by law; and

17 F. For such other and further relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Pursuant to the Federal Rules of Civil Procedure, WebEx respectfully demands a trial by jury.

20 DATED: September 27, 2005 TOWNSEND AND TOWNSEND AND CREW LLP

21  
22  
23 By: /s/ \_\_\_\_\_  
Theodore T. Herhold  
Jordan Trent Jones  
24 Julie J. Han  
379 Lytton Avenue  
25 Palo Alto, California 94301  
Telephone: (650) 326-2400  
26 Facsimile: (650) 326-2422

27 Attorneys for Plaintiff  
28 WEBEX COMMUNICATIONS, INC.

60555072 v1