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7 Attorneys for Plaintiffs  
ORACLE AMERICA, INC. and  
8 ORACLE INTERNATIONAL CORPORATION

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 ORACLE AMERICA, INC., a Delaware  
13 corporation and ORACLE INTERNATIONAL  
14 CORPORATION, a California corporation,

15 Plaintiffs,

16 v.

17 ENVISAGE TECHNOLOGIES, LLC, a  
18 Delaware corporation,

19 Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs Oracle America, Inc. and Oracle International Corporation (collectively, “Oracle”)  
2 allege as follows:

3 **PARTIES**

4 1. Plaintiff Oracle America, Inc. (“Oracle America”) is a corporation organized under the  
5 laws of the State of Delaware with its principal place of business at 500 Oracle Parkway, Redwood  
6 Shores, California 94065. Oracle America develops and licenses certain intellectual property, including  
7 Oracle Database, its database management software, and provides related support and consulting  
8 services to its licensed customers.

9 2. Plaintiff Oracle International Corporation (“Oracle International”) is a corporation  
10 organized under the laws of the State of California with its principal place of business at 500 Oracle  
11 Parkway, Redwood Shores, California 94065. Oracle International owns and licenses certain  
12 intellectual property, including Oracle Database. Oracle International, either on its own or jointly with  
13 Oracle America (depending on the registration), holds all interest, right, and title to the copyrights in  
14 Oracle Database and the right to bring claims for infringement of those copyrights.

15 3. Defendant Envisage Technologies, LLC (“Envisage”) is a corporation organized under  
16 the laws of the State of Delaware with its headquarters and principal place of business at 101 West  
17 Kirkwood Avenue, Suite 200, Bloomington, Indiana 47404. On information and belief, Envisage  
18 conducts substantial business operations and has customers around the United States, including within  
19 the Northern District of California.

20 **JURISDICTION AND VENUE**

21 4. This is an action for copyright infringement arising under the Federal Copyright Act,  
22 17 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction over this action pursuant to  
23 28 U.S.C. §§ 1331 and 1338.

24 5. This Court has personal jurisdiction over Envisage. On information and belief, Envisage  
25 has conducted and does conduct business within the State of California and within this judicial district.  
26 For example, Envisage is registered with the California Secretary of State to do business in California,  
27 has at least one employee who resides in the state, has acquired a California-based company, and has  
28 reported that it has a customer contract with the State of California:

- 1 • Attached as Exhibit A is a true and correct copy of a certificate of status from the Secretary  
2 of State for the State of California, verifying that Envisage “is qualified to transact  
3 intrastate business in California”;
- 4 • Attached as Exhibit B is a true and correct copy of the public LinkedIn profiles of two  
5 Envisage employees based out of California, which have been redacted for privacy  
6 considerations, available at  
7 [https://www.linkedin.com/search/results/people/?currentCompany=%5B%22101528%22%5D&geoUrn=%5B%22102095887%22%5D&origin=FACETED\\_SEARCH](https://www.linkedin.com/search/results/people/?currentCompany=%5B%22101528%22%5D&geoUrn=%5B%22102095887%22%5D&origin=FACETED_SEARCH) (last accessed  
8 May 7, 2021);
- 9 • Attached as Exhibit C is a true and correct copy of a press release, dated April 19, 2018,  
10 announcing Envisage’s “acquisition of the California-based company, VaultRMS,”  
11 available at [https://www.envisagenow.com/resource/envisage-adds-exposure-tracker-to-](https://www.envisagenow.com/resource/envisage-adds-exposure-tracker-to-growing-line-of-first-responder-solutions)  
12 [growing-line-of-first-responder-solutions](https://www.envisagenow.com/resource/envisage-adds-exposure-tracker-to-growing-line-of-first-responder-solutions) (last accessed May 7, 2021); and
- 13 • Attached as Exhibit D is a true and correct copy of an Envisage press release, dated  
14 February 14, 2017, announcing that “it ha[d] been awarded a new contract by the State of  
15 California’s Department of State Hospitals (DSH),” available at  
16 [https://www.envisagenow.com/resource/state-of-california-awards-new-contract-to-](https://www.envisagenow.com/resource/state-of-california-awards-new-contract-to-indiana-based-envisage-technologies)  
17 [indiana-based-envisage-technologies](https://www.envisagenow.com/resource/state-of-california-awards-new-contract-to-indiana-based-envisage-technologies) (last accessed May 7, 2021).

18  
19 6. Envisage, directly or through intermediaries, makes, distributes, offers for sale or license,  
20 sells or licenses, or advertises its products and services in the United States, the State of California, and  
21 the Northern District of California.

22 7. Venue is proper in the Northern District of California under 28 U.S.C. § 1391(b)(2), as a  
23 substantial part of the events or omissions giving rise to the claim and the actual harm to Oracle  
24 occurred in this district, where Oracle America and Oracle International are headquartered, by reason of  
25 Envisage’s conduct. Venue is further proper under 28 U.S.C. § 1400(a), as Envisage is subject to  
26 personal jurisdiction within this district.

27 **INTRADISTRICT ASSIGNMENT**

28 8. This action is an Intellectual Property Action, as it arises under the copyright laws of the

1 United States and implicates Oracle’s intellectual property rights, and should thus be assigned on a  
2 district-wide basis under Civil Local Rule 3-2(c).

3 **BACKGROUND**

4 **A. Oracle’s Industry-Leading Software**

5 9. Oracle is a global leader in database management software and technology,  
6 cloud-engineered systems, and enterprise software products.

7 10. One of Oracle’s flagship products is Oracle Database, a software product designed to  
8 enable reliable and secure storage, retrieval, and manipulation of all forms of data, which has become  
9 the world’s most popular enterprise database.

10 11. Oracle Database is licensed throughout the world by businesses and organizations of  
11 different sizes for a multitude of purposes, including, among others: for use within the Oracle Cloud to  
12 deliver Oracle Cloud Software-as-a-Service and Infrastructure-as-a-Service offerings; for use by a  
13 number of cloud-based vendors in offering their cloud services; for packaged and custom applications  
14 for transaction processing; and for data warehousing and business intelligence.

15 12. Oracle Database may be deployed in various information technology (“IT”)  
16 environments, including Oracle Cloud and Oracle Cloud at Customer environments, other cloud-based  
17 IT environments, and on-premises data centers, among others.

18 13. Oracle currently licenses Oracle Database in different editions, including Standard  
19 Edition 2 (“Database SE2”) and a more robust (and expensive) Enterprise Edition (“Database EE”).  
20 Oracle also offers specialized database products that supplement or complement Oracle Database EE  
21 and address particular customer requirements, including MySQL, Oracle TimesTen In-Memory  
22 Database, Oracle Berkeley DB, and Oracle NoSQL Database.

23 14. Oracle is the owner or exclusive licensee of the copyrights and copyright applications for  
24 Oracle Database.<sup>1</sup> The works are properly registered with the United States Copyright and Trademark  
25 Office, as alleged in more detail below.

26  
27  
28 <sup>1</sup> Because Database SE shares the same code base as Database EE, Oracle’s “Oracle Database”  
copyright registration covers both Database SE and Database EE. *See infra* ¶ 30 (table of copyright  
registrations).

1 15. As part of its business, Oracle licenses Oracle Database to midstream and end users. At  
2 different times, Oracle has offered perpetual licenses, which continue until terminated, and term  
3 licenses, which end at a specific time. Customers must purchase support and maintenance services for  
4 the first year of an Oracle Database license, and then have the option to renew.

5 **B. Envisage’s Unauthorized Use of Oracle Database**

6 16. Envisage is an independent software vendor (“ISV”). An ISV is an organization that  
7 specializes in developing, marketing, and selling software solutions, as opposed to computer hardware.  
8 In particular, Envisage develops software directed to the needs of public safety leaders. Its Acadis  
9 Readiness Suite software is advertised as providing software solutions for training, compliance, internal  
10 affairs case management, professional development, legal defensibility, and public accountability.

11 17. On information and belief, Envisage’s software offering can be hosted on cloud  
12 platforms, such as Amazon Web Services (“AWS”).

13 18. In 2006, Envisage purchased from Oracle a perpetual license and support services for  
14 Oracle Database Standard Edition 1 (“Database SE1”) for \$8,500, as an initial pilot for one account.  
15 (Database SE1 was a predecessor to Database SE2. Oracle has not offered new licenses for Database  
16 SE1 since 2015.) Under that license, Envisage was and is entitled to run Database SE1 on two  
17 processors, with internet hosting rights, which permit Envisage to offer the programs to their end users  
18 for those end users’ internal business operations. Other than its 2006 Database SE1 purchase, Envisage  
19 has no other supported licenses, products, or services from Oracle.

20 19. On information and belief, Envisage hosts data for large customer accounts, including  
21 federal, state, and local government entities that typically have large workloads. The landing page for  
22 Envisage’s website states that it services “over 2 million public safety professionals and 11,000  
23 agencies.” Attached as Exhibit E is a true and correct copy of the landing page for Envisage’s website,  
24 available at <https://www.envisagenow.com> (last accessed May 7, 2021). Also attached as Exhibit F is a  
25 true and correct copy of a public document noting the number of Envisage customers (“over 2 million  
26 first responders and 11,000 agencies”) as of March 23, 2021, available at  
27 [https://www.publicworks.com/doc/envisage-technologies-acquires-industry-leading-early-intervention-](https://www.publicworks.com/doc/envisage-technologies-acquires-industry-leading-early-intervention-solution-0001)  
28 [solution-0001](https://www.publicworks.com/doc/envisage-technologies-acquires-industry-leading-early-intervention-solution-0001) (last accessed May 7, 2021). On information and belief, to host this data for this customer

1 base, Envisage would require more than two processors running Oracle Database SE1, but, as noted  
2 above, it is licensed for at most two processors.

3 20. On information and belief, Envisage deploys its applications on Amazon Relational  
4 Database Service (“Amazon RDS”), a platform hosted by AWS. Amazon RDS allows companies to set  
5 up, operate, and scale a relational database in the cloud and is available for several database instance  
6 types, including Oracle Database.

7 21. The AWS terms and conditions prohibit customers from hosting proprietary applications  
8 on Amazon RDS using Oracle Database unless they own the appropriate supported Oracle Licenses  
9 purchased from Oracle. Attached as Exhibit G is a true and correct copy of the AWS terms and  
10 conditions, available at <https://aws.amazon.com/service-terms/> (last accessed May 7, 2021).

11 22. When an Amazon RDS customer uses Oracle Database for which it has a license  
12 purchased directly from Oracle, Amazon requires that RDS customer to have a supported license to at  
13 least Oracle Database SE2, regardless of the number of processors used by the customer. Further, for  
14 instances utilizing more than eight CPUs, Oracle’s licensing requires an Amazon RDS customer to have  
15 a license to Oracle Database EE. Envisage, however, despite hosting its applications on Amazon RDS,  
16 has at most a license only to Oracle Database SE1.

17 23. On information and belief, Envisage promotes its use of Oracle Database to provide its  
18 software services, including its Acadis Readiness Suite. True and correct copies of such advertisements  
19 in publicly available materials, as described below, are attached as Exhibits H-M.

- 20 • Attached as Exhibit H is a true and correct copy of the Envisage website as of  
21 January 16, 2021, available at  
22 [https://web.archive.org/web/20210116135926/https://www.envisagenow.com/acadis/it-  
24 security](https://web.archive.org/web/20210116135926/https://www.envisagenow.com/acadis/it-<br/>23 security) (last accessed May 7, 2021) (“The Acadis Readiness Suite runs on Envisage  
25 software, using Windows and Oracle licenses, in a high-security FedRAMP-compliant  
26 cloud environment and employs developers trained to recognize security vulnerabilities in  
27 coding.”);
- 27 • Attached as Exhibit I is a true and correct copy of the contract between Envisage and the  
28 General Services Administration, effective January 4, 2021, and covering the period from

1 October 24, 2017, to October 23, 2022, available at  
2 [https://www.gsaadvantage.gov/ref\\_text/GS35F0058N/0VVIPR.3RLVOI\\_GS-35F-](https://www.gsaadvantage.gov/ref_text/GS35F0058N/0VVIPR.3RLVOI_GS-35F-)  
3 [0058N\\_ENVISAGETECHNOLOGIESLLCGS35F0058N.PDF](https://www.gsaadvantage.gov/ref_text/GS35F0058N/0VVIPR.3RLVOI_GS-35F-0058N_ENVISAGETECHNOLOGIESLLCGS35F0058N.PDF) (last accessed May 7, 2021)  
4 (stating on page 20 that “Envisage manages the entire hardware-software system  
5 environment in our FISMA-Conformant secure cloud framework, (Microsoft Windows  
6 server environment and the Oracle database) and provides all upgrades and enhancements  
7 to Acadis and licensed modules”) (stating on page 24 that “[t]he Acadis Readiness Suite  
8 and related data are hosted within our Secure-cleared SecureCloud environment and servers  
9 are administered by Oracle and Microsoft professionals possessing government security  
10 clearances” and that “[the Acadis Online Cloud] option has reduced the cost of ownership  
11 for our clients, as they are not required to purchase server hardware, operating systems or  
12 Oracle database software, as well as reducing the need for additional and often expensive  
13 IT staff”);

- 14 • Attached as Exhibit J is a true and correct copy of an Acadis Architecture and Security  
15 document on Envisage’s website, available at [https://info.acadis.com/wp-](https://info.acadis.com/wp-content/uploads/2019/11/Envisage_AcadisCutSheets-Framework.pdf)  
16 [content/uploads/2019/11/Envisage\\_AcadisCutSheets-Framework.pdf](https://info.acadis.com/wp-content/uploads/2019/11/Envisage_AcadisCutSheets-Framework.pdf) (last accessed  
17 May 7, 2021) (“As a turnkey solutions provider, we run Acadis software on our hardware,  
18 using our Windows® and Oracle® licenses at our government secure-cleared facility.  
19 Then, through our secure web interface, you can instantly access all your Acadis  
20 modules.”);
- 21 • Attached as Exhibit K is a true and correct copy of a form Statement of Work by Envisage  
22 Technologies, dated January 15, 2021, available at [https://assets.website-](https://assets.website-files.com/5efe8d5b3863087cccf8b544/6009c90df3b0cf34123b7ca8_SOW-2021.pdf)  
23 [files.com/5efe8d5b3863087cccf8b544/6009c90df3b0cf34123b7ca8\\_SOW-2021.pdf](https://assets.website-files.com/5efe8d5b3863087cccf8b544/6009c90df3b0cf34123b7ca8_SOW-2021.pdf) (last  
24 accessed May 7, 2021) (“Contractor will provide the Client with a hosted instance of  
25 Acadis in a secure Amazon Web Services GovCloud environment, including all modules  
26 listed herein, as well as the most current Windows operating systems and Oracle  
27 database.”)

- 1 • Attached as Exhibit L is a true and correct copy of Envisage’s service contract award with  
2 the State of Nebraska, dated December 12, 2019, available at  
3 [https://das.nebraska.gov/materiel/purchasing/contracts/pdfs/89112\(o4\)awd.pdf](https://das.nebraska.gov/materiel/purchasing/contracts/pdfs/89112(o4)awd.pdf) (last  
4 accessed May 7, 2021) (“Envisage will provide the Nebraska State Patrol with a hosted  
5 instance of our software solution, including the setup of the Acadis environment, modules  
6 included in this SOW (Item 4 Acadis Modules), Windows operating systems, and  
7 Oracle 12c.”); and
- 8 • Attached as Exhibit M is a true and correct copy of Envisage’s technical proposal  
9 submission to the State of West Virginia, Military Affairs and Public Safety Division of  
10 Criminal Justice, dated June 24, 2011, available at  
11 [http://www.state.wv.us/Admin/Purchase/Bids/FY2011/B\\_CJH201101\\_01.pdf](http://www.state.wv.us/Admin/Purchase/Bids/FY2011/B_CJH201101_01.pdf) (last  
12 accessed May 7, 2021) (stating on page 45 that “[t]he Acadis database runs on Oracle 10g  
13 (10.2.0.x). We are currently completing testing of Oracle 11g and plan to adopt this  
14 version in the next three (3) months. Acadis using Oracle on Windows preferred, but  
15 Linux is supported.”).

16 24. On information and belief, Envisage is using its unlicensed access to Oracle Database to  
17 obtain subscription revenue from its customers. On information and belief, to provide its software and  
18 services as advertised, Envisage is running Oracle Database on eight or more processors as an Amazon  
19 RDS customer.

20 **C. Oracle’s Attempts to Settle the Licensing Dispute with Envisage**

21 25. In March 2021, Oracle became concerned that Envisage was using the copyrighted  
22 Oracle Database software without an appropriate license. Upon discovering Envisage’s unauthorized  
23 use of Oracle Database, Oracle immediately notified Envisage, asking it to license the software it was  
24 using and to pay for its past, unauthorized use. Although Envisage initially agreed to discussions, it later  
25 refused to engage. Envisage has not paid Oracle for a license to either Database SE2 or Database EE.

26 26. On April 21, 2021, Envisage notified Oracle that, absent a lawsuit, it would not engage in  
27 discussion regarding its use of Oracle Database or its licenses to the software. On information and  
28 belief, Envisage has continued to use Oracle Database since learning of Oracle’s contentions that



1 Envisage is using the software without a license.

2 27. Because Envisage has refused to engage in discussions, Oracle does not yet know the  
3 details of Envisage's software architecture. On information and belief, given the magnitude of its  
4 customer base and the hosting services it provides through Amazon RDS, Envisage's use of the Oracle  
5 Database exceeds the scope of the license that Envisage purchased in 2006 to use Database SE1, a  
6 license planned for use for one account as a pilot. On information and belief, the scope and nature of  
7 Envisage's use requires a license for at least Oracle Database SE2 and, more likely, for Oracle Database  
8 EE. Envisage, however, never obtained a license or authorization from Oracle directly or indirectly to  
9 use either Oracle Database SE2 or EE. Upon information and belief, Envisage's 2006 Database SE1  
10 license does not authorize its current use of Oracle Database through Amazon RDS.

### 11 **FIRST CAUSE OF ACTION**

#### 12 **Copyright Infringement Under 17 U.S.C. §§ 101 *et seq.* and 17 U.S.C. §§ 501 *et seq.***

13 28. Oracle incorporates by reference each of the preceding paragraphs 1-27 as if fully set  
14 forth herein.

15 29. Oracle owns valid and enforceable copyrights in all its software products, including  
16 Oracle Database, which are creative works of original authorship and copyrightable subject matter.  
17 Oracle has owned these copyrights throughout the time of Envisage's infringement.

18 30. In compliance with the Copyright Regulations, Oracle has registered or filed with the  
19 Copyright Office copyright applications, registration fees, and deposits of Oracle Database. Oracle is  
20 the owner or exclusive licensee of all right, title, and interest to the registrations and copyright  
21 applications for Oracle Database, as described below:

22 <b>Title of Work</b>	<b>Registration Number</b>	<b>Date Issued</b>
23 Oracle Database 10g Release 1	TX 6-938-648	January 16, 2009
24 Oracle Database 10g Release 2	TX 6-942-003	June 29, 2009
25 Oracle Database 11g Release 1	TX 7-324-157	March 24, 2011
26 Oracle Database 11g Release 2	TX 7-324-158	March 24, 2011
27 Oracle Database 12c Release 1 (12.1)	TX 8-188-258	May 9, 2016
Oracle Database 18c (18.3)	TX 8-843-054	February 26, 2020
28 Oracle Database 19c (19.3)	TX 8-843-065	February 26, 2020

1           31. As the owner or exclusive licensee of the copyrights in Oracle Database, Oracle enjoys  
2 the exclusive right to, among other things, reproduce, make derivative works of, display, and distribute  
3 Oracle Database. 17 U.S.C. §§ 101, 106.

4           32. Envisage is not authorized to reproduce, distribute, make derivative works from, or  
5 display the Oracle Database on Amazon RDS, or on more than two processors under its 2006 pilot  
6 license to Database SE1. Envisage is not authorized to reproduce, distribute, make derivative works  
7 from, and/or display the Oracle Database software except as authorized by its license to Oracle Database  
8 SE1 on two processors. On information and belief, Envisage does not have the appropriate Oracle  
9 Database license to offer its Acadis Readiness Suite software or other software products through  
10 Amazon RDS.

11           33. Through the acts described above, Envisage has violated Oracle's exclusive rights to  
12 reproduce, distribute, make derivative works from, and/or display the Oracle Database. For example,  
13 Envisage is using the copyrighted Oracle Database software on more than two processors and on  
14 Amazon RDS, uses for which Envisage does not have the appropriate license.

15           34. Envisage has been, or should have been, aware of the existence of Oracle's copyrights in  
16 the Oracle Database. On information and belief, Envisage also knew it did not have the appropriate  
17 license or authorization to use the Oracle Database beyond that for which it had a license, as its purchase  
18 in 2006 was planned for use with one account as a pilot. When Oracle brought the unauthorized use to  
19 Envisage's attention, Envisage declined to procure the necessary licenses and has continued to infringe  
20 Oracle's rights in its copyrighted software. Envisage is therefore a willful infringer of Oracle's  
21 copyrights and exclusive rights and subject to treble damages.

22           35. Oracle has been damaged as a result of Envisage's copyright infringement, based on at  
23 least Envisage's failure to pay license, maintenance, and support fees related to its use of Oracle  
24 Database beyond that for which Envisage has a license. Oracle estimates it has lost approximately  
25 \$3,000,000.00 in licensing and annual support fees through Envisage's infringement. Further, on  
26 information and belief, Envisage has generated profits through its unauthorized use of the Oracle  
27 Database. Oracle is entitled to recover from Envisage the profits Envisage generated through its  
28 infringement of Oracle's copyrights in Oracle Database. Finally, Oracle may elect to recover statutory

1 damages.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Oracle respectfully prays for judgment in its favor against Envisage as follows:

- 4 a. Entry of judgment holding Envisage liable for infringement of the copyrights at issue in  
5 this litigation;
- 6 b. An order awarding Oracle all damages resulting from Envisage’s infringement of the  
7 copyrights at issue in this litigation, including Oracle’s actual damages, Envisage’s  
8 profits, treble damages from willful infringement, and/or statutory damages pursuant to  
9 17 U.S.C. § 504, together with prejudgment and post-judgment interest;
- 10 c. An accounting of all gains, profits, and advantages derived by Envisage from its  
11 copyright infringement, pursuant to 17 U.S.C. § 504;
- 12 d. Trebling of damages under 35 U.S.C. § 284 in view of the willful and deliberate nature of  
13 Envisage’s infringement of copyrights at issue in this litigation;
- 14 e. An order awarding Oracle its costs and attorneys’ fees pursuant to 35 U.S.C. § 285 and  
15 17 U.S.C. § 505; and
- 16 f. Any and all other legal and equitable relief as the Court may deem proper.

17  
18 Dated: May 11, 2021

Respectfully submitted,

19 THE NORTON LAW FIRM PC

20 By: /s/Fred Norton

21 Fred Norton

22 Attorneys for Plaintiffs

ORACLE AMERICA, INC. and

ORACLE INTERNATIONAL CORPORATION

**DEMAND FOR JURY TRIAL**

Pursuant to Civil Local Rule 3-6 and Federal Rule of Civil Procedure 38, Plaintiffs Oracle America, Inc. and Oracle International Corporation hereby demand a trial by a jury on all issues triable by a jury.

Dated: May 11, 2021

Respectfully submitted,

THE NORTON LAW FIRM PC

By: /s/Fred Norton

Fred Norton

Attorneys for Plaintiffs

ORACLE AMERICA, INC. and

ORACLE INTERNATIONAL CORPORATION

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