

1 Frank E. Scherkenbach (CA SBN 142549)  
scherkenbach@fr.com  
2 Andrew G. Pearson (*Pro Hac Vice* forthcoming)  
pearson@fr.com  
3 Adam Kessel (*Pro Hac Vice* forthcoming)  
kessel@fr.com  
4 Kevin Su (*Pro Hac Vice* forthcoming)  
su@fr.com  
5 Kayleigh E. McGlynn (*Pro Hac Vice* forthcoming)  
mcglynn@fr.com  
6 Daniel H. Wade (*Pro Hac Vice* forthcoming)  
wade@fr.com  
7 FISH & RICHARDSON P.C.  
One Marina Park Drive  
8 Boston, MA 02210  
Telephone: (617) 542-5070  
9 Facsimile: (617) 542-8906

10 Olivia T. Nguyen (CA SBN 337927)  
onguyen@fr.com  
11 FISH & RICHARDSON P.C.  
500 Arguello Street, Suite 400  
12 Redwood City, CA 94063  
Telephone: (650) 839-5070  
13 Facsimile: (650) 839-5071

14 Attorneys for Plaintiff  
15 SPLUNK INC.

16  
17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19

20 SPLUNK INC.,

21 Plaintiff,

22 v.

23 CRIBL, INC., and CLINT SHARP, an  
24 individual,

25 Defendants.  
26  
27  
28

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

**COMPLAINT**

JURY TRIAL DEMANDED

1 This is an intellectual property case involving two competing software companies:  
2 Splunk, a pioneer and leader in the data analytics software industry, and Cribl, a business built  
3 on the back of Splunk's labor and intellectual property, without license and without regard for  
4 ethics, the rights of others, or the law.

5 Cribl was founded fourteen years after Splunk by a former Splunk employee, Clint Sharp.  
6 Mr. Sharp founded Cribl using code he intentionally and unlawfully took from Splunk when he  
7 was a Splunk employee without a license or permission to do so. Since that time, Cribl and Mr.  
8 Sharp have recruited numerous Splunk employees to Cribl, and have systematically encouraged  
9 employees to take Splunk's confidential technical and business documents with them. In turn,  
10 Cribl has used the information it misappropriated to compete unfairly against Splunk. At the  
11 same time, Cribl has developed and marketed its software by making unlicensed copies of  
12 Splunk's copyrighted software, and by willfully infringing the patents that the United States  
13 Patent and Trademark Office awarded to Splunk for its foundational innovations. Cribl has  
14 attempted to mislead the market into believing that Cribl is an innovator, when in fact Cribl's  
15 "innovation" is derivative of Splunk's intellectual property.

16 Splunk encourages fair competition, and it embraces the ability of third parties to build  
17 software on top of its software platform. Splunk recognizes that innovation by third parties  
18 working with Splunk's software makes the Splunk ecosystem better for everyone—for Splunk's  
19 customers, for Splunk itself, and for other Splunk partners. But Cribl's unlawful actions are not  
20 innovation, and they have no place on the Splunk platform or in our economy. Cribl's unethical  
21 actions, its willful disregard of intellectual property rights, and its coordinated campaign of  
22 misappropriation have left Splunk no choice but to file this lawsuit to stop Cribl's unlawful  
23 actions and to seek redress for the damage that Cribl has caused.

24 Plaintiff Splunk Inc. ("Splunk") files this Complaint against Defendants Cribl, Inc.  
25 ("Cribl") and Clint Sharp and alleges as follows:

26 1. Splunk develops and operates an industry-leading data platform for analyzing  
27 large volumes of machine data. Splunk was founded in 2003, pioneered the machine data  
28 analytics industry, and still leads it in both innovation and customer affinity to this day.

1           2.       Cribl is a software company whose products leverage Splunk’s data platform. It  
2 was founded in 2017 by three former Splunk employees. These employees built critical  
3 functionality into Cribl’s first software product by improperly using Splunk source code  
4 intentionally misappropriated from Splunk. As set forth below, since this initial misuse, Cribl  
5 has taken an immense volume of additional confidential material from Splunk and used that  
6 material to compete unfairly against Splunk. Cribl has also developed its products with willful  
7 disregard for Splunk’s patent rights and used Splunk software in a manner that willfully infringes  
8 Splunk’s copyrights.

9           3.       Cribl’s first product was released in late 2018. At that time, Cribl did not reveal  
10 to Splunk that its product was based on misuse of misappropriated Splunk code. Instead, Cribl  
11 held itself out as a partner of Splunk. In fact, Cribl joined Splunk’s official Technology Alliance  
12 Partner Program under this pretense, branding itself as the partner of a company it actually  
13 sought to undermine.

14           4.       Not content with unlawfully taking and misusing Splunk’s code, Cribl also took  
15 other confidential material from Splunk, including by soliciting important technical and business  
16 documents from departing Splunk employees, and then using those documents to further develop  
17 its software and interfere with Splunk’s customer relationships. On information and belief,  
18 Cribl’s CEO and co-founder, Clint Sharp, actively participated in this effort, recruiting Splunk  
19 employees to join Cribl and encouraging them to bring Splunk confidential material with them.

20           5.       Cribl’s actions led to Splunk terminating Cribl’s status as a Splunk partner. But  
21 Cribl has continued to misuse Splunk’s proprietary information and has operated with wanton  
22 disregard of Splunk’s patents and copyrights. For example, on information and belief, Cribl has  
23 used Splunk’s copyrighted software in conjunction with its software development work and  
24 marketing, despite having no license to do so. And the software that Cribl has developed  
25 infringes numerous Splunk patents, despite, on information and belief, Cribl’s awareness of the  
26 patents and knowledge of its infringement or willful blindness thereof.

27           6.       Cribl’s course of conduct has left Splunk no choice but to file this lawsuit.  
28

7. Splunk supports a robust innovation ecosystem around its products because it believes that fair competition and collaboration on Splunk’s platform will benefit Splunk’s customers. Accordingly, Splunk encourages third parties—and especially its partners—to develop software that extends the features and functionality of Splunk’s data platform, pursuant to its partner programs and while respecting Splunk’s proprietary rights. But Cribl’s actions are neither innovative nor fair.

8. Cribl built its business on a foundation of misappropriated and misused Splunk code and documents, willful infringement of intellectual property, and a disregard of contractual and ethical obligations and principles of fair competition. While Cribl now markets itself as an “innovator,” and describes Splunk to its employees and customers as “stale,” the reality could not be further from Cribl’s characterizations. Splunk’s innovations are reflected in the well over 1,000 patents it has been awarded by the United States Patent and Trademark Office, while Cribl’s “innovation” is reflected in the number of patents it possesses: zero. Since Cribl is unwilling to compete fairly in the market, it must account for its actions in court.

## THE PARTIES

9. Plaintiff Splunk is a Delaware corporation with its principal place of business at 270 Brannan Street, San Francisco, CA 94107.

10. Defendant Cribl is a Delaware corporation with its principal place of business at 44 Tehama Street, Suite 201, San Francisco, CA 94105.

11. Defendant Clint Sharp is the CEO and co-founder of Cribl. On information and belief, Mr. Sharp resides in Oakland, CA.

## **JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT**

12. This Court has original jurisdiction to adjudicate Splunk’s Patent Act, Copyright Act, and Digital Millennium Copyright Act claims pursuant to 17 U.S.C. § 101 *et seq.*, 28 U.S.C. § 1331, and 28 U.S.C. § 1338(a). This Court has supplemental jurisdiction over the other claims asserted herein pursuant to 28 U.S.C. § 1367 because they are so related to the claims in this action for which the Court has original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

13. As set forth above, all Defendants are residents of and/or have a regular and established place of business in the State of California and this judicial district. In addition, a substantial part of the events giving rise to the claims alleged in this Complaint occurred in this judicial district. Venue therefore lies in the United States District Court for the Northern District of California pursuant to 28 U.S.C. § 1391(b), (c) and (d), as well as 28 U.S.C. § 1400(a) and (b).

14. On information and belief, a substantial part of the events giving rise to the claims alleged in this Complaint occurred in the City and County of San Francisco. For purposes of divisional assignment under Civil L.R. 3-2(c) and 3-5(b), this action involves intellectual property rights and will be assigned on a district-wide basis.

## GENERAL ALLEGATIONS

## Splunk's Technology

15. Splunk was founded in 2003. Since then, it has pioneered software that captures, indexes, and analyzes large volumes of machine data in real time, allowing users to make use of that data in profound ways. Splunk's software has applications in diverse fields ranging from information security to manufacturing to business analytics.

16. Machine data is data generated by machines and software running on those machines. Modern businesses generate this data constantly in tremendous volumes—software, servers, sensors, mobile devices, factory equipment, and essentially any other digital device are all potential sources of machine data. On its own, this data is not particularly useful—it exists in an overwhelming number of formats, it is not cross-correlated, and it is so voluminous that humans themselves have no way of gaining insights from or reacting to the data in a meaningful fashion. Prior attempts to try to manage such a large volume of varied data were inelegant and inefficient, and could not handle problems unique to “big data” and large computer networks, such as real-time changes, varied inputs, and analyzing data without structure.<sup>1</sup> Splunk’s

<sup>1</sup> Big data has been defined as “an accumulation of data that is too large and complex for processing by traditional database management tools.” “Big Data,” Merriam-Webster’s Collegiate Dictionary (11th ed. 2020). The “big data” problems that Splunk solves include those that are unique to complex and massive computer networks.

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.