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Attorneys for Plaintiff  
SYNOPSYS, INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

**SYNOPSYS, INC.**, a Delaware corporation,

**Plaintiff,**

v.

**CHIYEU YEU** (“ANDREW”) **CHAO**, an individual; **JONGRU RU** (“J.R.”) **GUO**, an individual; **PAUL HUA**, an individual; **HAO SHANG**, an individual; and **DOES 1-10**, inclusive,

**Defendants.**

Case No. 3:15-cv-1953

**COMPLAINT FOR VIOLATION OF  
DIGITAL MILLENNIUM COPYRIGHT  
ACT, 17 U.S.C. §§ 1201, ET SEQ.**

**DEMAND FOR JURY TRIAL**

### **NATURE OF THE ACTION**

Plaintiff Synopsys, Inc. (“Synopsys”), by its undersigned counsel, hereby brings this Complaint against Defendants Chiyu Yeu (“Andrew”) Chao (“Chao”), Jongru Ru (“J.R.”) Guo (“Guo”), Paul Hua (“Hua”), and Hao Shang (“Shang”), for circumventing technological measures that effectively control access to Synopsys’ software, including at least its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIPlus, HSPICE, and NanoTime applications, in violation of the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, *et seq.* (the “DMCA”), and for conspiracy to violate the DMCA. Synopsys seeks injunctive relief, statutory damages, attorneys’ fees and costs, an accounting, and any such other relief as the Court may deem proper. Synopsys alleges the following based on personal knowledge, unless indicated as on information and belief.

### **PARTIES**

1. Plaintiff Synopsys, Inc. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Mountain View, California.

2. Plaintiff is informed and believes that Defendant Chiyu Yeu (“Andrew”) Chao is an individual residing in Portland, Oregon.

3. Plaintiff is informed and believes that Defendant Jongru Ru (“J.R.”) Guo is an individual residing in Portland, Oregon.

4. Plaintiff is informed and believes that Defendant Paul Hua is an individual residing in Portland, Oregon.

5. Plaintiff is informed and believes that Defendant Hao Shang is an individual residing in Portland, Oregon.

6. Plaintiff does not presently know the true names and capacities of the defendants sued herein as Does 1 through 10, inclusive. Plaintiff will seek leave of court to amend this Complaint to allege said defendants’ true names and capacities as soon as Plaintiff ascertains them.

### **JURISDICTION AND VENUE**

7. This action arises under the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, *et seq.* This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

8. This Court has personal jurisdiction over all Defendants because they all are domiciled within the State of Oregon.

9. Venue in this district is appropriate under 28 U.S.C. §§ 1391 and 1400 because all Defendants reside in the State of Oregon, and because a substantial part of the events giving rise to the dispute occurred within this district.

### **FACTUAL ALLEGATIONS**

10. As modern electronic devices become more and more compact and powerful, they use increasingly sophisticated computer processor chips. For example, a computer chip that powers a modern mobile phone likely contains over one billion transistors. When designing a computer processing chip, the stakes are enormous. Chip designers need software that will ensure that their complex designs will work flawlessly. Accordingly, chip designers require extremely robust and powerful computer software to design and test those chips. Many of the world's biggest and most important chip design companies turn to Synopsys for that software.

11. Since it was founded in 1986, Synopsys has been a leading provider of electronic design automation (“EDA”) solutions for the semiconductor industry. EDA generally refers to using computers to design, verify, and simulate the performance of electronic circuits on a chip. For more than 25 years, Synopsys’ solutions have helped semiconductor manufacturers and electronics companies design, test, and manufacture microchips for a wide range of products. Headquartered in Mountain View, California, Synopsys is the fifteenth largest software company in the world and currently employs over 9,000 employees worldwide. Synopsys has developed a comprehensive, integrated portfolio of prototyping, IP, implementation, verification,

manufacturing, optical, field-programmable gate array, and software quality and security solutions.

12. Synopsys' EDA software applications, including its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIMplus, HSPICE, and NanoTime applications, are works subject to copyright protection under Title 17 of the United States Code. Synopsys, Inc. has registered the copyrights for the following applications: Design Compiler (No. TX0007648332) (March 12, 2013), IC Compiler (No. TX0007575438) (September 9, 2011), and PrimeTime (No. TX0007664316) (April 9, 2013). Registered copyrights are not required in order to assert claims under the Digital Millennium Copyright Act.

13. Synopsys does not sell ownership rights, copyright, or other intellectual property rights to its EDA software and associated services. Instead, Synopsys' customers purchase licenses. These licenses grant Synopsys customers limited rights to install Synopsys' EDA software and to access and use specific Synopsys software programs subject to control by Synopsys' License Key system.

14. Synopsys' License Key system is a built-in security system that controls access to its licensed software by requiring a user to access a key code provided by Synopsys when they execute the licensed software. This key code meters the capacity and term of the software in accordance with the license terms.

15. Defendants have never obtained valid licenses from Synopsys to use the versions of Synopsys' EDA software that are at issue herein.

16. Beginning at a time unknown to Synopsys, Defendants have used counterfeit keys obtained through hacker websites to circumvent Synopsys' License Key system and to access and use Synopsys' EDA software, including at least its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIMplus, HSPICE, and NanoTime applications, without a valid license. Defendants knew or had reason to know that their use of Synopsys' software was unauthorized and in violation of Synopsys' valuable copyrights. The fact that Defendants were

not being required to pay Synopsys a license fee for use of the software alone should have put Defendants on notice that their use of Synopsys software was unauthorized.

17. Upon information and belief, Defendant Chao has used a counterfeit key to circumvent the Synopsys License Key access-control system for his benefit more than 15 times without a valid license.

18. Upon information and belief, Defendant Guo has to date used a counterfeit key to circumvent the Synopsys License Key access-control system for his benefit more than 125 times without a valid license.

19. Upon information and belief, Defendant Paul Hua has to date used a counterfeit key to circumvent the Synopsys License Key access-control system for his benefit more than 1,725 times without a valid license.

20. Upon information and belief, Defendant Shang has to date used a counterfeit key to circumvent the Synopsys License Key access-control system for his benefit more than 180 times without a valid license.

**FIRST CLAIM FOR RELIEF**

**(Against All Defendants for Violations of**

**Digital Millennium Copyright Act, 17 U.S.C. § 1201)**

21. Synopsys hereby restates and realleges the allegations set forth in paragraphs 1 through 20 above and incorporates them herein by reference.

22. Section 1201(a)(1) provides, in pertinent part, that no person shall circumvent a technological measure that effectively controls access to a work protected under this title.

23. Synopsys' EDA software, including its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIMplus, HSPICE, and NanoTime applications, is subject to protection under the copyright laws of the United States.

24. Access to Synopsys' EDA software, including its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIPlus, HSPICE, and NanoTime applications, is controlled by technological measures: namely, the Synopsys License Key system.

25. Rather than paying a license to Synopsys for use of Synopsys' EDA software, Defendants used counterfeit license keys that, on information and belief, Defendants knew to be unlicensed and in violation of Synopsys' valuable rights.

26. By using counterfeit license keys, Defendants have circumvented the Synopsys License Key access-control system, and have unlawfully gained access thereby to at least its Design Compiler, PrimeTime, Formality, IC Compiler, CustomExplorer, HSIPlus, HSPICE, and NanoTime applications.

27. The conduct described above has cost Synopsys a significant amount in lost revenue, and constitutes a violation of 17 U.S.C. § 1201.

28. The conduct described above was willful and with knowledge of wrongdoing; an award of statutory damages is necessary to dissuade Defendants and others from the use of counterfeit license keys.

29. Accordingly, pursuant to 17 U.S.C. § 1203, Synopsys is entitled to and hereby demands statutory damages in the maximum amount of \$2,500 for each of the violations of the statute.

30. Synopsys is further entitled to an award of attorneys' fees and costs as provided under 17 U.S.C. § 1203.

31. Defendants' conduct, unless enjoined and restrained by the Court, will cause irreparable harm to Synopsys, which has no adequate remedy at law. Pursuant to 17 U.S.C. § 1203, Synopsys is entitled to a preliminary and permanent injunction prohibiting further violations of § 1201.

**PRAYER FOR RELIEF**

**WHEREFORE**, Synopsys prays for judgment against Defendants as follows:

- A. Entry of judgment in favor of Synopsys against Defendants;
- B. An order awarding Synopsys statutory damages for each instance on which Defendants circumvented measures controlling access to Synopsys' software pursuant to 17 U.S.C. § 1203;
- C. Prejudgment and post-judgment interest;
- D. An order awarding Synopsys its costs and attorneys' fees pursuant to 17 U.S.C. § 1203;
- E. An order for an accounting of all gains, profits, cost savings and advantages realized by Defendants from their acts;
- F. An order preliminarily and permanently enjoining Defendants, their officers, agents, servants, employees, attorneys, and affiliated companies, its assigns and successors in interest, and those persons in active concert or participation with them, from circumventing Synopsys' License Key system or other technological measures that control access to Synopsys' works in violation of 17 U.S.C. § 1201; and
- G. All such further and additional relief, in law or equity, to which Synopsys may be entitled or which the Court deems just and proper.

Respectfully submitted,

Dated: October 16, 2015

By: /s/ Brenna K. Legaard

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*Of Attorneys for Plaintiff*  
Synopsys, Inc.

**DEMAND FOR A JURY TRIAL**

Synopsys demands a jury trial for all issues so triable.

Dated: October 16, 2015

Respectfully submitted,

By: /s/ Brenna K. Legaard

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