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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

JOHN DOES 1–10 using IP address  
173.11.79.225

Defendants.

No.

COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF

Plaintiff Microsoft Corporation (“Microsoft”) files this Complaint against Defendants John Does 1–10 using IP address 173.11.79.225 (“Defendants”), alleging as follows:

**I. INTRODUCTION**

1. This is an action for copyright and trademark infringement of certain copyrights and trademarks associated with Microsoft software. This action arises from the unauthorized copying of Microsoft’s copyrighted software and the trademarks displayed in such software.

**II. PARTIES**

2. Microsoft is a Washington corporation with its principal place of business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses computer software, among other products and services.

3. The true identities of Defendants are not presently known to Microsoft. On information and belief, Defendants are in possession or control of the Internet Protocol (“IP”)

1 address 173.11.79.225, which was used by one or more Defendants in furtherance of the  
2 unlawful conduct alleged herein.

### 3 III. JURISDICTION & VENUE

4 4. The Court has subject matter jurisdiction over Microsoft's claims for copyright  
5 and trademark infringement pursuant to 15 U.S.C. § 1121, 17 U.S.C. § 501, and 28 U.S.C.  
6 §§ 1331 and 1338(a).

7 5. The Court has personal jurisdiction over Defendants because they purposefully  
8 directed their unlawful activities at Washington, and Microsoft's claims arise from those  
9 activities. Defendants activated and attempted to activate nearly one thousand copies of  
10 Microsoft software, much of which was pirated and unlicensed. During the software activation  
11 process, Defendants contacted Microsoft activation servers in Washington over two thousand  
12 times from 2012 to 2015, and transmitted detailed information to those servers in order to  
13 activate the software. Defendants' contact with Microsoft's activation servers was voluntary,  
14 intentional and comprised a routine part of Defendants' installation of software. In addition,  
15 Defendants expressly aimed their conduct at Washington because they (1) had actual or  
16 constructive knowledge of Microsoft's intellectual property rights (including Microsoft's  
17 registered copyrights and trademarks) and Microsoft's residence in Washington where it  
18 controls its exclusive rights in its trademarks and copyrights; (2) acted, at a minimum, with  
19 willful blindness to, or in reckless disregard of, Microsoft's rights, and in reckless disregard of  
20 the likelihood that it was infringing Microsoft's copyrights; and (3) knew or should have known  
21 that their conduct would cause harm to Microsoft in Washington, because it is foreseeable that  
22 infringement of Microsoft's rights would cause harm likely to be suffered in Washington, the  
23 state of its residence, incorporation, and headquarters. *See Wash. Shoe Co. v. A-Z Sporting*  
24 *Goods, Inc.*, 704 F.3d 668 (9th Cir. 2012).

25 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1400(a) because  
26 Defendants are subject to personal jurisdiction in the Western District of Washington. *See*  
27 *Brayton Purcell LLP v. Recordon & Recordon*, 606 F.3d 1124 (9th Cir. 2010). Venue is also

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1 proper in this district pursuant to 28 U.S.C. 1391(b) because a substantial part of the events  
2 giving rise to the claims occurred in the Western District of Washington.

3 7. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle Division  
4 is proper because the claims arose in this Division, where (a) Microsoft resides, (b) the injuries  
5 giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### 6 IV. FACTS COMMON TO ALL CLAIMS

##### 7 A. The Global Problem of Software Piracy

8 8. Software developers lose billions of dollars in annual revenue from software  
9 piracy, namely, the unauthorized and unlawful copying, downloading, and distributing of  
10 copyrighted and trademarked software and related components. In 2013, the commercial value  
11 of pirated software in the United States was in excess of \$9.7 billion. *See* Business Software  
12 Alliance, *The Compliance Gap: Global Software Survey* (June 2014),  
13 [http://globalstudy.bsa.org/2013/downloads/studies/2013GlobalSurvey\\_Study\\_en.pdf](http://globalstudy.bsa.org/2013/downloads/studies/2013GlobalSurvey_Study_en.pdf).

14 9. One prominent form of software piracy is known as “hard-disk loading,” the  
15 unauthorized commercial copying and installation of infringing software on devices which are  
16 often sold in competition with, and often for lower prices than, devices pre-installed with legally  
17 licensed copies of software.

18 10. Software developers, like Microsoft, are not the only victims of software piracy.  
19 Consumers are also victims, as they are often deceived by distributors of pirated software who  
20 go to great lengths to make the software appear genuine. These customers may unwittingly  
21 expose themselves to security risks associated with the use of pirated software. *See* Federal  
22 Bureau of Investigation, *Consumer Alert: Pirated Software May Contain Malware*, Aug. 1,  
23 2013, at <http://www.fbi.gov/news/stories/2013/august/pirated-software-may-contain-malware/>  
24 (noting the relatively greater risk that pirated software is infected with malicious software, or  
25 “malware,” which can be used to record keystrokes and thus capture sensitive information such  
26 as user names, passwords, and Social Security numbers).

**B. Microsoft's Software and Intellectual Property**

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11. Microsoft develops, advertises, markets, distributes, and licenses a number of computer software programs. Microsoft's software programs are recorded on distributable media, such as DVDs, or are made available for download through various authorized distribution channels.

12. **Windows 7:** Microsoft has developed, advertises, markets, distributes, and licenses a computer operating system called Microsoft Windows 7 ("Windows 7"). Windows 7 is available in a number of different versions including Windows 7 Ultimate, Windows 7 Professional, Windows 7 Home Premium, and Windows 7 Enterprise. Microsoft holds a valid copyright in Windows 7 Ultimate, the most expansive version of Windows 7. As a result, Microsoft's copyright in Windows 7 Ultimate encompasses all other versions of Windows 7. Microsoft's copyright in Windows 7 Ultimate was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Microsoft Windows 7 Ultimate, bearing the number TX 7-009-361, is attached as Exhibit 1.

13. **Excel 2013:** Microsoft has developed, advertises, markets, distributes, and licenses a spreadsheet application called Microsoft Excel 2013 ("Excel 2013"). Microsoft's copyright in Excel 2013 was duly and properly registered with the United States Copyright Office. A true and correct copy of the Registration Certificate for Excel 2013, bearing the number TX 7-751-917, is attached as Exhibit 2.

14. **Office 2010:** Microsoft has developed, advertises, markets, distributes, and licenses a computer operating system called Microsoft Office 2010 ("Office 2010"). Office 2010 is available in a number of different versions, each of which includes certain combinations of products, programs, and features. Versions of Office 2010 include Office 2010 Professional, Office 2010 Professional Plus, Office 2010 Home and Business, and Office 2010 Home and Student. Microsoft holds a valid copyright in Office 2010 Professional Plus, the most expansive version of Office 2010. As a result, Microsoft's copyright in Office 2010 Professional Plus encompasses all other versions of Office 2010. Microsoft's copyright in Office 2010

1 Professional Plus was duly and properly registered with the United States Copyright Office. A  
2 true and correct copy of the Registration Certificate for Office 2010 Professional Plus, bearing  
3 the number TX 7-151-840, is attached as Exhibit 3.

4 15. **Excel 2010:** Microsoft has developed, advertises, markets, distributes, and  
5 licenses a spreadsheet application called Microsoft Excel 2010 (“Excel 2010”). Microsoft’s  
6 copyright in Excel 2010 was duly and properly registered with the United States Copyright  
7 Office. A true and correct copy of the Registration Certificate for Excel 2010, bearing the  
8 number TX 7-218-085, is attached as Exhibit 4.

9 16. Microsoft has also duly and properly registered a number of trademarks and  
10 service marks in the United States Patent and Trademark Office on the Principal Register,  
11 including without limitation:

12 (a) “MICROSOFT,” Trademark and Service Mark Registration No. 1,200,236, for  
13 computer programs and computer programming services;

14 (b) “WINDOWS,” Trademark Registration No. 1,872,264 for computer programs  
15 and manuals sold as a unit;

16 (c) “FLAG DESIGN TWO (B/W),” Trademark Registration No. 2,738,877, for  
17 computer software;

18 (d) “FLAG DESIGN TWO (COLOR),” Trademark Registration No. 2,744,843, for  
19 computer software;

20 (e) “MICROSOFT OFFICE,” Trademark Registration No. 3,625,391, for computer  
21 productivity software;

22 (f) “OFFICE 2010 DESIGN,” Trademark Registration No. 4,029,299, for computer  
23 productivity software;

24 (g) “ACCESS,” Trademark Registration No. 3,238,869, for computer database  
25 management software;

26 (h) “ACCESS LAUNCH ICON (2010),” Trademark Registration No. 3,905,556, for  
27 computer database management software;

- 1 (i) "EXCEL," Trademark Registration No. 2,942,050, for computer spreadsheet  
2 software;
- 3 (j) "EXCEL," Trademark Registration No. 4,369,346 for computer spreadsheet  
4 software;
- 5 (k) "EXCEL LAUNCH ICON 2010," Trademark Registration No. 3,905,558 for  
6 computer spreadsheet software;
- 7 (l) "EXCEL LAUNCH ICON 2010," Trademark Registration No. 4,247,251 for  
8 computer spreadsheet software;
- 9 (m) "EXCEL LAUNCH ICON 2012," Trademark Registration No. 4,355,451 for  
10 computer spreadsheet software;
- 11 (n) "ONENOTE," Trademark Registration No. 2,844,710, for computer software for  
12 use in note taking;
- 13 (o) "ONENOTE LAUNCH ICON 2010," Trademark Registration No 3,905,559 for  
14 computer software for use in note taking;
- 15 (p) "OUTLOOK," Trademark Registration No. 2,188,125, for computer programs  
16 for providing enhanced electronic mail and scheduling capabilities;
- 17 (q) "OUTLOOK LAUNCH ICON 2010," Trademark Registration No. 3,905,560, for  
18 computer programs for providing enhanced electronic mail and scheduling capabilities;
- 19 (r) "POWERPOINT," Trademark Registration No. 1,475,795, for computer software  
20 programs for creating presentations, graphics and videos;
- 21 (s) "POWERPOINT LAUNCH ICON 2010," Trademark Registration No.  
22 3,905,561, for computer software programs for creating presentations, graphics and  
23 videos;
- 24 (t) "PUBLISHER LAUNCH ICON 2010," Trademark Registration No. 3,909,142  
25 for desktop publishing software
- 26 (u) "WORD LAUNCH ICON 2010," Trademark Registration No. 3,909,143, for  
27 word processing software.

1 True and correct copies of the Trademark Registrations for (a) through (u) above are  
2 attached as Exhibits 5 through 25, respectively.

3 **C. Microsoft's Distribution Channels for Software**

4 17. Microsoft distributes its software through a number of distribution channels,  
5 including the Original Equipment Manufacturer (OEM), volume licensing, subscriptions, and  
6 refurbisher channels.

7 18. The Original Equipment Manufacturer ("OEM") distribution channel is one  
8 through which Microsoft software is distributed to computer and device manufacturers called  
9 OEMs. OEMs customarily pre-install software on the devices they build including, most  
10 commonly, the Microsoft Windows operating system.

11 19. The OEM distribution channel involves sub-channels that supply Microsoft  
12 software to different categories of OEMs. Two of these sub-channels are the Commercial OEM  
13 channel and the Direct OEM channel.

14 20. Through the Commercial OEM ("COEM") channel, Microsoft authorized  
15 distributors supply what is called "system builder" software to small and medium-sized OEMs  
16 for pre-installation on devices.

17 21. Through the Direct OEM ("DOEM") channel, Microsoft directly provides  
18 software to large computer manufacturers, such as Dell and Lenovo, for pre-installation on  
19 devices. The DOEMs acquire some components associated with the Microsoft software from  
20 Microsoft Authorized Replicators ("ARs").

21 22. In addition to the OEM channel, Microsoft offers a number of subscription  
22 programs through which it provides software to qualified subscribers. One example of a  
23 subscription program is the Microsoft Developer Network ("MSDN"), which is for individuals  
24 and entities that develop third-party software compatible with Microsoft software. MSDN  
25 subscribers are able to download certain Microsoft software directly from Microsoft.  
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1           23. Microsoft also offers Volume Licensing (“VL”) programs for its business  
2 customers. Through the VL program, customers purchase licenses for their software and can  
3 add, remove, and upgrade their software as their business needs evolve.

4           **D. Product Activation**

5           24. Like many other software developers, Microsoft has implemented a wide-range  
6 of initiatives to protect its customers and combat theft and infringement of its intellectual  
7 property. One important tool in Microsoft’s anti-piracy protection arsenal is its product  
8 activation system, which involves the activation of software through product keys.

9           25. A Microsoft product key is a 25-character alphanumeric string generated by  
10 Microsoft and provided to customers and OEMs. Generally, when customers or OEMs install  
11 Microsoft software on a device, they must enter a product key. Then, as part of the activation  
12 process, customers and/or OEMs voluntarily contact Microsoft’s activation servers over the  
13 Internet and transmit their product keys and other technical information about their device to the  
14 activation servers. The majority of the activations involved in this matter contacted servers that  
15 are physically located in Washington.

16           26. The activation process is analogous to the activation of credit cards or mobile  
17 phones with a code provided by the financial institution or the mobile carrier. Because  
18 Microsoft’s copyrighted software is capable of being installed on an unlimited number of  
19 computers, Microsoft relies on the product activation process to detect piracy and protect  
20 consumers from the risks of non-genuine software.

21           27. In the OEM channel, each copy of genuine Microsoft Windows 7, Excel 2013,  
22 Office 2010, and Excel 2010 software is distributed with a product key unique to that copy of  
23 the software—thus, for example, if a customer purchases ten copies of Windows 7, the customer  
24 is supplied with ten unique VL product keys. For Microsoft’s subscription and VL programs,  
25 customers are normally supplied a single product key for each version of Microsoft software  
26 they license. For example, subscription and volume licensing customers receive one reusable  
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1 product key for all Office 2010 Professional licenses authorized under their agreements to install  
2 and activate all copies.

3 28. Product activation works differently in the COEM and DOEM channels. COEMs  
4 use individual product keys to install and, in some cases, activate the software on the devices.  
5 DOEMs, on the other hand, either use a master key or a separate file generated from Microsoft  
6 to install Windows software on the devices.

7 **E. Microsoft's Use of Cyberforensics to Combat Piracy**

8 29. In order to combat the global threat of software piracy of its software, Microsoft  
9 relies on investigative methods that leverage state-of-the-art technology to detect software  
10 piracy. Microsoft refers to these methods as "cyberforensics."

11 30. As part of its cyberforensic methods, Microsoft analyzes activation data  
12 voluntarily provided by users when they activate Microsoft software, including the IP address  
13 from which a given product is activated. An IP address is a numerical identifier used to  
14 uniquely identify an internet-capable device when the device is connected to the Internet. An IP  
15 address is ordinarily assigned to an internet user (whether an individual or an entity) by the  
16 user's Internet Service Provider ("ISP").

17 31. Entities charged with managing and administering internet numbering resources,  
18 including IP addresses, publish information about IP address assignment and registration in  
19 publicly-searchable databases. Akin to an IP address "phone book," these databases can be used  
20 to associate each IP address with the individual or entity assigned to use that address. In some  
21 cases, the listed individual or entity is actually using the IP address; in other cases, the listed  
22 individual or entity is an ISP who has assigned the IP address to one of its customers. Thus, in  
23 some instances, the identity of the individual or entity associated with a particular IP address is  
24 publicly available; in other instances, the identity of the individual or entity can only be obtained  
25 from the ISP assigned to that IP address.

26 32. Cyberforensics allows Microsoft to analyze billions of activations of Microsoft  
27 software and identify activation patterns and characteristics that make it more likely than not

1 that the IP address associated with the activations is an address through which pirated software  
2 is being activated.

3 **F. Defendants' Infringing Conduct**

4 33. Microsoft's cyberforensics have identified several thousand product activations  
5 originating from IP address 173.11.79.225 ("the IP Address"), which is presently assigned to  
6 Comcast Cable Communications, and which, on information and belief, is being used by the  
7 Defendants in furtherance of the unlawful conduct alleged herein. A material percentage of  
8 these activations have characteristics that, on information and belief, demonstrate that  
9 Defendants are using the IP Address to activate pirated software.

10 34. On information and belief, Defendants have activated and attempted to activate  
11 copies of Windows 7, Excel 2013, Office 2010, and Excel 2010 with product keys that have the  
12 following characteristics:

- 13 a. Product keys known to have been stolen from Microsoft's supply chain;  
14 b. Product keys used more times than is authorized by the applicable software  
15 license;  
16 c. Subscription program product keys used by non-qualified individuals or  
17 entities, or by individuals or entities other than the subscriber;  
18 d. Subscription program keys used in a manner that is not authorized by the  
19 applicable license (such as product keys intended for educational institutions  
20 used by commercial entities); or  
21 e. Product keys used to activate software outside of the region for which it was  
22 intended.

23 35. On information and belief, each of these activations and attempted activations  
24 constitutes the unauthorized copying of Microsoft software, in violation of Microsoft's software  
25 licenses and its intellectual property rights.

26 36. On information and belief, Defendants have been and continue to be involved in  
27 installing counterfeit and infringing copies of Microsoft's software and/or related components.

1 37. On information and belief, Defendants have committed and continue to commit  
2 acts of copyright and trademark infringement against Microsoft. On information and belief, at a  
3 minimum, Defendants acted with willful blindness to, or in reckless disregard of, Microsoft's  
4 registered copyrights, trademarks, and service mark.

5 **V. CAUSES OF ACTION**

6 **First Claim**

7 **Copyright Infringement - 17 U.S.C. § 501 *et seq.***

8 38. Microsoft is the sole owner of Windows 7, Excel 2013, Office 2010, and Excel  
9 2010 and of the corresponding copyrights and Certificates of Registration with the registration  
10 numbers listed above.

11 39. Defendants have infringed Microsoft's copyrights by reproducing Microsoft  
12 software in the United States of America without approval or authorization from Microsoft.

13 40. At a minimum, Defendants acted with willful blindness to, or in reckless  
14 disregard of, Microsoft's registered copyrights.

15 41. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its  
16 actual damages and Defendants' profits attributable to the infringement. Alternatively,  
17 Microsoft is entitled to statutory damages under 17 U.S.C. § 504(c).

18 42. The award of statutory damages should be enhanced in accordance with 17  
19 U.S.C. § 504(c)(2).

20 43. Microsoft is further entitled to injunctive relief and an order impounding all  
21 infringing materials. Microsoft has no adequate remedy at law for Defendants' wrongful  
22 conduct because, among other things: (a) Microsoft's copyrights are unique and valuable  
23 property which have no readily determinable market value; (b) Defendants' infringement harms  
24 Microsoft such that Microsoft could not be made whole by any monetary award; and (c)  
25 Defendants' wrongful conduct, and the resulting damage to Microsoft, is continuing.  
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**Second Claim**

**Trademark Infringement – 15 U.S.C. § 1114**

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3 44. Defendants’ activities constitute infringement of Microsoft’s federally registered  
4 trademarks and service mark with the registration numbers listed above.

5 45. Microsoft advertises, markets, distributes, and licenses its software and related  
6 components under the trademarks and service mark described above and uses these trademarks  
7 and service mark to distinguish Microsoft’s products from the software and related items of  
8 others in the same or related fields.

9 46. Because of Microsoft’s long, continuous, and exclusive use of these trademarks  
10 and service mark, they have come to mean, and are understood by customers, end users, and the  
11 public to signify, software programs and related components or services of Microsoft.

12 47. The infringing materials that Defendants have and are continuing to install are  
13 likely to cause confusion, mistake, or deception as to their source, origin, or authenticity.

14 48. Further, Defendants’ activities are likely to lead the public to conclude,  
15 incorrectly, that the infringing materials that Defendants are installing originate with or are  
16 authorized by Microsoft, thereby harming Microsoft, its licensees, and the public.

17 49. At a minimum, Defendants acted with willful blindness to, or in reckless  
18 disregard of, Microsoft’s registered marks.

19 50. As a result of Defendants’ wrongful conduct, Microsoft is entitled to recover its  
20 actual damages, Defendants’ profits attributable to the infringement, and treble damages and  
21 attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). Alternatively, Microsoft is entitled to  
22 statutory damages under 15 U.S.C. § 1117(c).

23 51. Microsoft is further entitled to injunctive relief and an order compelling the  
24 impounding of all infringing materials. Microsoft has no adequate remedy at law for  
25 Defendants’ wrongful conduct because, among other things: (a) Microsoft’s trademarks and  
26 service mark are unique and valuable property that have no readily determinable market value;  
27 (b) Defendants’ infringement constitutes harm to Microsoft’s reputation and goodwill such that

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1 Microsoft could not be made whole by any monetary award; (c) if Defendants' wrongful  
2 conduct is allowed to continue, the public is likely to become further confused, mistaken, or  
3 deceived as to the source, origin or authenticity of the infringing materials; and (d) Defendants'  
4 wrongful conduct, and the resulting harm to Microsoft, is continuing.

5 **VI. PRAYER FOR RELIEF**

6 WHEREFORE, Microsoft respectfully prays for the following relief:

7 A. That the Court enter judgment in Microsoft's favor on all claims;

8 B. That the Court restrain and enjoin Defendants, their directors, principals, officers,  
9 agents, representatives, employees, attorneys, successors and assigns, and all others in active  
10 concert or participation with it, from:

11 (i) copying or making any other infringing use or infringing distribution of  
12 Microsoft's software and other intellectual property including but not limited to the software  
13 identified by the Trademark, Service Mark, and Copyright Registration Numbers listed above;

14 (ii) manufacturing, assembling, producing, distributing, offering for  
15 distribution, circulating, selling, offering for sale, advertising, importing, promoting, or  
16 displaying any Microsoft software or other intellectual property bearing any simulation,  
17 reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered  
18 trademarks, service mark, or copyrights, including, but not limited to, the Trademark, Service  
19 Mark, and Copyright Registration Numbers listed above;

20 (iii) using any simulation, reproduction, counterfeit, copy, or colorable  
21 imitation of Microsoft's registered trademarks, service mark, or copyright including, but not  
22 limited to the Trademark, Service Mark, and Copyright Registration Numbers listed above, in  
23 connection with the manufacture, assembly, production, distribution, offering for distribution,  
24 circulation, sale, offering for sale, import, advertisement, promotion, or display of any software,  
25 component, and/or other item not authorized or licensed by Microsoft;

1 (iv) engaging in any other activity constituting an infringement of any of  
2 Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to  
3 use or to exploit, these trademarks, service mark, and/or copyrights; and

4 (v) assisting, aiding, or abetting any other person or business entity in  
5 engaging in or performing any of the activities listed above;

6 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and 17 U.S.C. § 503  
7 impounding all counterfeit and infringing copies of purported Microsoft software and/or  
8 materials bearing any of Microsoft's trademarks or service mark, and any related item, including  
9 business records, that are in Defendants' possession or under their control;

10 D. That the Court enter an order declaring that Defendants hold in trust, as  
11 constructive trustees for the benefit of Microsoft, the illegal profits obtained from their  
12 distribution of counterfeit and infringing copies of Microsoft's software, and requiring  
13 Defendants to provide Microsoft a full and complete accounting of all amounts due and owing  
14 to Microsoft as a result of Defendants' unlawful activities;

15 E. That Defendants be required to pay all general, special, actual, and statutory  
16 damages which Microsoft has sustained, or will sustain, as a consequence of Defendants'  
17 unlawful acts, and that such damages be enhanced, doubled, or trebled as provided for by 17  
18 U.S.C. § 504(c) and 15 U.S.C. § 1117(b);

19 F. That Defendants be required to pay to Microsoft both the costs of this action and  
20 the reasonable attorneys' fees incurred by Microsoft in prosecuting this action, as provided for  
21 by 15 U.S.C. § 1117 and 17 U.S.C. § 505; and

22 G. That the Court grant Microsoft such other, further, and additional relief as the  
23 Court deems just and equitable.

1 DATED this 1st day of June, 2016.

2 DAVIS WRIGHT TREMAINE LLP  
3 *Attorneys for Plaintiff Microsoft Corp.*

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