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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

MICROSOFT CORPORATION, a Washington corporation,

Plaintiff,

v.

THE SEARCH PEOPLE ENTERPRISES LTD., a British Columbia, Canada, corporation; MEHTABJIT SINGH TEJA, a/k/a RONNIE TEJA, an individual; and DOES 1–10,

Defendants.

No. 2:22-cv-1113

**COMPLAINT**

**COMPLAINT**

1. Plaintiff Microsoft Corporation (“Microsoft”) brings this Complaint against Defendants The Search People Enterprises Ltd., Mehtabjit Singh, a/k/a Ronnie Singh, and Does 1–10, alleging claims for (1) contributory copyright infringement; (2) trademark infringement; (3) false designation of origin and false and misleading representations and descriptions of fact; and (4) trade dress infringement.

**I. INTRODUCTION**

2. Defendants are prolific distributors of black market access devices to Microsoft software that they unlawfully advertise to consumers as genuine software. As a major part of their sales, Defendants instruct their customers to acquire, install, and activate copies of

1 Microsoft software with the access devices. This software is from counterfeit download sites or  
2 Microsoft sites that require the purchase of licensed software.

3 3. Defendants use Microsoft's trademarks and trade dress in their marketing and  
4 sales material without authorization to deceive consumers about the characteristics, origin, and  
5 authenticity of the software. Defendants further deceive their customers into believing that this  
6 software is legally licensed for them to use when it is not.

7 4. The access devices trafficked by Defendants consist of Microsoft product  
8 activation keys and tokens for software. These keys and tokens are separated from the genuine,  
9 licensed Microsoft software they were intended and authorized to activate and sold on a "stand-  
10 alone" basis separate from that software ("decoupled product keys" or "decoupled tokens").

11 5. Decoupled product keys and decoupled tokens do not constitute or represent  
12 licenses for Microsoft software. They are merely technology tools that Microsoft provides its  
13 customers and supply chain partners to access, install, and activate copies of legally licensed  
14 software. When these tools are separated from legally licensed software, disassociated with the  
15 devices on which they were authorized to be used, they do not have any independent value other  
16 than to deceive unwitting consumers into acquiring copies of counterfeit and unlicensed  
17 software.

18 6. Defendants have reaped substantial profits from their unlawful sale of  
19 unauthorized access devices, all while falsely holding themselves out to be legitimate distributors  
20 of licensed Microsoft software. Defendants knew, or had reason to know, that they were  
21 facilitating, contributing to, and causing the unlawful copying and distribution of counterfeit and  
22 unlicensed Microsoft software.

23 7. Defendants' unlawful sale of unauthorized access devices hurts customers,  
24 legitimate commerce, and the software business. Customers are deceived into purchasing  
25 counterfeit and unlicensed copies of software when they think they are buying genuine, licensed  
26 software. Businesses selling genuine licensed software are harmed when potential customers are  
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1 lured away by lower-priced non-genuine software offerings. Microsoft is harmed by  
2 Defendants' misuse and theft of its intellectual property.

3 8. To put a stop to Defendants' scheme and associated unlawful activities and hold  
4 them accountable, Microsoft seeks an order permanently enjoining Defendants from further sales  
5 of unauthorized access devices and an award of money damages for the substantial harm they  
6 have caused.

7 **II. PARTIES**

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

11 10. On information and belief, Defendant The Search People Enterprises Ltd.  
12 ("TSPE") is a British Columbia, Canada, corporation with its principal place of business in  
13 Vancouver, Canada.

14 11. On information and belief, Defendant Mehtabjit Singh Teja, a/k/a Ronnie Teja, is  
15 an individual currently residing in British Columbia, Canada. On information and belief,  
16 Defendant Teja is a director, president, and secretary of Defendant TSPE.

17 12. Defendants Does 1–10 are parties whose identities are presently unknown to  
18 Microsoft.

19 13. On information and belief, Defendants TSPE, Teja, and Does 1–10 conspired and  
20 operated in concert with each other to advertise and sell Microsoft-branded products and  
21 services, including the products and services described in paragraph 4, through their websites  
22 softwarekeep.com ("SoftwareKeep Website"), softwarekeep.ca ("SoftwareKeep Canada  
23 Website"), saveonit.com ("SaveOnIT Website"), and catsoft.co ("Catsoft Website")  
24 (collectively, the "Websites"). The SoftwareKeep Website lists addresses in Point Roberts and  
25 Seattle, Washington. The SoftwareKeep Canada Website lists address in Seattle, Washington  
26 and Vancouver, British Columbia, Canada. The SaveOnIT Website lists addresses in Seattle,  
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1 Washington and Vancouver, British Columbia, Canada. The Catsoft Website lists addresses in  
2 Vancouver, British Columbia, Canada, and San Diego, California.

3 **III. JURISDICTION & VENUE**

4 14. The Court has subject-matter jurisdiction over the federal claims alleged herein  
5 pursuant to 15 U.S.C. § 1121, 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 and 1338(a).

6 15. The Court has general personal jurisdiction and specific personal jurisdiction over  
7 Defendants because Defendants conduct systematic and continuous business in this District;  
8 Plaintiff's allegations arise from action and contact by Defendants in this District; Defendants  
9 committed a substantial part of the acts of infringement in the Complaint within this District; and  
10 Defendants injured Plaintiff in this District. At all times, Defendants regularly and  
11 systematically transacted business within the State of Washington and the wrongful conduct  
12 described herein reached Washington Consumers. Defendants also derive substantial revenue  
13 from Washington residents.

14 16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
15 substantial part of the events or omissions giving rise to the claims herein occurred in this  
16 District.

17 **IV. FACTS**

18 **A. The Negative Impact of Software Piracy on Consumers, Legitimate  
19 Businesses, and Intellectual Property Rightsholders**

20 17. The U.S. economy loses billions of dollars in revenues each year from software  
21 piracy—namely, the unauthorized and unlawful copying, downloading, and distributing of  
22 copyrighted and trademarked software and related components. Software developers, like  
23 Microsoft, create hundreds of thousands of technology jobs and are significant drivers of  
24 economic growth across the United States and globally. The theft of intellectual property  
25 negatively impacts software companies' revenues and the economic growth of countries around  
26 the world.  
27

1 18. Software piracy also victimizes consumers who believe they are purchasing  
2 genuine, fully licensed products. As occurred in this case, distributors of pirated software  
3 deceive consumers by going to great lengths to make the software appear to be licensed and  
4 authorized by Microsoft and advertising it as such.

5 19. Legitimate technology businesses that follow the rules are also harmed by  
6 software piracy because their business is displaced by cheaper offerings from dishonest vendors  
7 who do not acquire and pay for licensed software.

8 **B. Microsoft's Intellectual Property**

9 20. Microsoft develops, advertises, markets, distributes, and licenses computer  
10 software programs. One of the methods that Microsoft uses to distribute software is digital  
11 downloads through Microsoft.com and authorized electronic-software distribution vendors.

12 21. Microsoft sells licenses to use its software; it does not sell the software itself.  
13 Microsoft's software licensing agreements make clear to end users that they are acquiring a  
14 license to use the software and not title to the software. The licensing agreements contain  
15 limitations around the use of the software and place restrictions on transfer of the software  
16 license and accompanying components.

17 22. Microsoft's software programs include the following:

18 a. **Microsoft Office 2019:** Microsoft has developed, and advertises,  
19 markets, distributes, and licenses a suite of productivity software for business, home, and  
20 education use called Microsoft Office 2019 ("Office 2019"). Microsoft holds valid copyrights in  
21 three versions of Office 2019 relevant to this case: Office Professional Plus 2019, Office  
22 Professional 2019, and Office Home & Business 2019. Microsoft's copyrights were duly and  
23 properly registered with the United States Copyright Office, bearing the numbers TX 8-640-200,  
24 TX 8-748-909, TX 8-777-138, respectively.

25 b. **Microsoft Office 2021:** Microsoft has developed, and advertises,  
26 markets, distributes, and licenses a suite of productivity software for business, home, and  
27 education use called Microsoft Office 2021 ("Office 2021"). Microsoft holds valid copyrights in

1 two versions of Office 2021 relevant to this case: Office Professional 2021 and Office Home &  
2 Business 2021. Microsoft’s copyrights were duly and properly registered with the United States  
3 Copyright Office, bearing the numbers TX 9-068-091 and TX 9-068-122, respectively.

4 c. **Microsoft Project 2019:** Microsoft has developed, and advertises,  
5 markets, distributes, and licenses a software program of project management called Microsoft  
6 Project 2019 (“Project 2019”). Microsoft holds a valid copyright in Microsoft Project  
7 Professional 2019, which encompasses all versions of Project 2019. Microsoft’s copyright in  
8 Microsoft Project Professional 2019 was duly and properly registered with the United States  
9 Copyright Office, bearing the number TX 8-727-066.

10 d. **Microsoft Visio 2019:** Microsoft has developed, and advertises, markets,  
11 distributes, and licenses a software program for diagramming and vector graphics called  
12 Microsoft Visio 2019 (“Visio 2019”). Microsoft holds a valid copyright in Microsoft Visio  
13 Professional 2019, which encompasses all versions of Visio 2019. Microsoft’s copyright in  
14 Microsoft Visio Professional 2019 was duly and properly registered with the United States  
15 Copyright Office, bearing the number TX 8-727-070.

16 e. **Microsoft Windows 10:** Microsoft has developed, and advertises,  
17 markets, distributes, and licenses a computer operating system called Microsoft Windows 10  
18 (“Windows 10”). Microsoft holds a valid copyright in Windows 10 (Spring 2020 Update),  
19 which encompasses all other versions of Windows 10. Microsoft’s copyright in Windows 10  
20 (Spring 2020 Update) was duly and properly registered with the United States Copyright Office,  
21 bearing the number TX 8-890-546.

22 f. **Microsoft Windows 11:** Microsoft has developed, and advertises,  
23 markets, distributes, and licenses a computer operating system called Microsoft Windows 11  
24 (“Windows 11”). Microsoft holds a valid copyright in Windows 11. Microsoft’s copyright in  
25 Windows 11 was duly and properly registered with the United States Copyright Office, bearing  
26 the number TX 9-110-306.

1           23.     Microsoft has developed, advertises, markets, distributes, and licenses the above  
2 software and related components using various trademarks and service marks, and uses these  
3 marks to distinguish Microsoft's software and related components from the software or products  
4 of others in the same field or related fields. Relevant to this case, Microsoft has duly and  
5 properly registered trademarks and service marks in the United States Patent and Trademark  
6 Office on the Principal Register, including:

7           a.       "MICROSOFT," Trademark and Service Mark Registration No. 1,200,236  
8 for, inter alia, computer programs and computer programming services.

9           b.       "WINDOWS," Trademark Registration No. 1,872,264 for, inter alia,  
10 computer programs and manuals sold as a unit.

11           c.       "MICROSOFT CORPORATE COMPOSITE LOGO," Trademark and  
12 Service Mark Registration No. 4,552,363, for, inter alia, computer software.

13           d.       "MICROSOFT CORPORATE LOGO," Trademark and Service Mark  
14 Registration No. 4,560,827, for, inter alia, computer software.

15           e.       "OFFICE 2012 DESIGN," Trademark and Service Mark Registration  
16 No. 4,459,826, for, inter alia, computer software.

17           f.       "OFFICE WITH OFFICE 2012 DESIGN," Trademark Registration  
18 No. 4,456,462, for, inter alia, computer software.

19           g.       "EXCEL," Trademark Registration No. 2,942,050, for, inter alia,  
20 computer software.

21           h.       "POWERPOINT," Trademark Registration No. 1,475,795, for, inter alia,  
22 computer software.

23           i.       "ONENOTE," Trademark Registration No. 2,844,710, for, inter alia,  
24 computer software, also registered under Registration No. 4,251,355.

25           j.       "OUTLOOK," Trademark Registration No. 2,188,125, for, inter alia,  
26 computer software, also registered under Registration Nos. 4,255,129 and 4,423,056.

1 k. "MICROSOFT ACCESS," Trademark Registration No. 1,741,086, for,  
2 inter alia, computer software.

3 l. "PROJECT LAUNCH ICON (2012)," Trademark Registration No.  
4 4,355,450, for, inter alia, computer software.

5 m. "PROJECT LAUNCH ICON (color)," Trademark Registration No.  
6 5,068,834, for, inter alia, computer software.

7 n. "VISIO," Trademark Registration No. 1,838,372, for, inter alia, computer  
8 software, also registered under Registration No. 2,063,786.

9 **C. Microsoft's Anti-Piracy Tools and Technologies**

10 24. One important element of Microsoft's anti-piracy technology is product  
11 activation, which involves the activation of software through product activation keys. A  
12 Microsoft product activation key is a 25-character alphanumeric string generated by Microsoft  
13 and provided to customers and OEMs. When customers and OEMs install copies of certain  
14 Microsoft software on a device, they are required to enter a product activation key. As part of  
15 the activation process, customers and, in some cases, OEMs, voluntarily contact Microsoft's  
16 activation servers over the Internet and transmit their product keys and other technical  
17 information about their device to the activation servers.

18 25. The activation process is analogous to the activation of credit cards or mobile  
19 phones with a code provided by the financial institution or the mobile carrier. Because in certain  
20 instances copies of Microsoft's copyrighted software are capable of being installed on an  
21 unlimited number of computers, Microsoft relies on the product activation process to detect  
22 unauthorized use and protect consumers from the risks of non-genuine software.

23 26. Product activation keys are not a software license, nor do they constitute  
24 authorization from Microsoft to access or use software without the appropriate license. Product  
25 activation is merely technology used by Microsoft to protect its intellectual property from  
26 unauthorized use, counterfeiting, and other forms of abuse. Microsoft does not sell or otherwise  
27

1 provide product activation keys separately from licensed software, nor does it authorize others to  
2 do so.

3 27. Some Microsoft programs issue tokens to customers that they use to download  
4 and activate copies of the software. Like product activation keys, tokens are 25-character  
5 alphanumeric strings generated by Microsoft. The associated product activation key does not  
6 need to be entered separately as it automatically activates the software when a token is used to  
7 download such copy. Like product activation keys, these tokens do not constitute authorization  
8 from Microsoft to access or use software without the appropriate license.

9 28. A prevalent facilitator of unauthorized software use is the unlawful distribution of  
10 Microsoft product activation keys that have been decoupled from the software they were  
11 authorized to activate. Decoupled product activation keys are frequently “abused,” meaning  
12 used to activate more copies of software than the license for the software they were intended to  
13 activate allows.

14 29. Similarly, there is a market for the unauthorized distribution of tokens. These  
15 tokens enable the holder of the token to download and activate unlicensed and pirated copies of  
16 software.

17 30. Distributors of these keys commonly instruct their customers, as in this case, to  
18 download copies of the software from Microsoft or other unauthorized download sites and then  
19 use the decoupled keys to activate the software. In these instances, the customers downloading  
20 copies of the software do not purchase the required software license, and Microsoft is not paid  
21 for the software being used. The global black market for decoupled product activation keys  
22 generates millions of dollars of illicit revenues for distributors.

23 **D. Defendants’ Unlawful Advertising and Sale of Microsoft Software and**  
24 **Components**

25 31. As described below, Microsoft’s investigations have revealed that Defendants are  
26 engaged in the widespread marketing and sale of unauthorized access devices including  
27 decoupled product keys, OEM tokens, and unauthorized credentials. Defendants advertise these

1 unauthorized access devices with download links to software which they instruct their customers  
2 to use to obtain copies of the software. These download links are either to Microsoft's genuine  
3 download sites which their customers are not authorized to use because they do not have a  
4 license for the software, or authorized sites containing counterfeit copies of software. In either  
5 instance, copying software from these sites constitutes the infringement of Microsoft's  
6 copyright-protected software which Defendants induced, enabled, facilitated, and proximately  
7 caused.

### 8 **Test Purchases from SoftwareKeep Website**

9 32. Between September 19, 2020, and January 19, 2022, Microsoft test-purchased the  
10 below-described infringing Microsoft materials from the SoftwareKeep Website. Microsoft's  
11 trademarks were used, without authorization, on the SoftwareKeep Website and in Defendants'  
12 sales materials to market and advertise the infringing Microsoft software products. Defendants'  
13 use of the Microsoft trademarks was intended to, and likely did, confuse customers about the  
14 origin and authenticity of the software and their entitlement to use the software.

15 33. **Test Purchases 1–3:** On September 19, 2020, a Microsoft investigator purchased  
16 (a) one copy of Office Professional Plus 2019 for \$246.99; (b) one copy of Project 2019  
17 Standard for \$318.99; and (3) one copy of Windows 10 Professional for \$119.99. The results of  
18 the test purchase are as follows:

19 a. Defendants fulfilled the Office Professional Plus 2019 order by supplying  
20 the investigator with one decoupled product key from the Microsoft Volume Licensing  
21 Academic Program ("VLAP"). VLAP program keys are issued to a specific VLAP program  
22 member and are only authorized for that member's use. VLAP program keys may not be  
23 redistributed. Defendants also supplied the investigator with a link to a Microsoft download site  
24 that neither Defendants nor their customers were authorized to use to download copies of  
25 Microsoft Office software using the VLAP product key.

26 b. Defendants fulfilled the Project 2019 Standard order by supplying the  
27 investigator with one decoupled product key from the Microsoft Imagine program. Imagine

1 program keys are issued to a specific Imagine program member and are only authorized for that  
2 member's use. Imagine program keys may not be redistributed. Defendants also supplied the  
3 investigator with a link to a Microsoft download site that neither Defendants nor their customers  
4 were authorized to use to download copies of Microsoft Project software using the Imagine  
5 program product key.

6 c. Defendants fulfilled the Windows 10 Professional order by supplying the  
7 investigator with one decoupled product key from the Microsoft DreamSpark program.  
8 DreamSpark program keys are issued to a specific DreamSpark program member and are only  
9 authorized for that member's use. DreamSpark program keys may not be redistributed.  
10 Defendants also supplied the investigator with a link to an unauthorized download site  
11 containing counterfeit software.

12 34. **Test Purchase 4:** On November 15, 2020, a Microsoft investigator purchased  
13 one copy of Visio 2019 Standard for \$178.99. Defendants fulfilled the Visio 2019 Standard  
14 order by supplying the investigator with one decoupled product key from the Microsoft  
15 DreamSpark program. DreamSpark program keys are issued to a specific DreamSpark program  
16 member and are only authorized for that member's use. DreamSpark program keys may not be  
17 redistributed. Defendants also supplied the investigator with a link to a Microsoft download site  
18 that neither Defendants nor their customers were authorized to use to download copies of  
19 Microsoft Visio software using the DreamSpark program product key.

20 35. **Test Purchases 5–8:** On October 31, 2021, a Microsoft investigator purchased  
21 (a) one copy of Office Home & Student 2019 for \$89.99; (b) one copy of Office Home &  
22 Business 2019 for \$154.99; (c) one copy of Windows 11 Professional for \$104.99; and (d) one  
23 USB Software Backup for \$24.99. The results of the test purchase are as follows:

24 a. Defendants fulfilled the Office Home & Student 2019 order by supplying  
25 the investigator with one abused OEM token for the software and a link to a Microsoft software  
26 download site that neither Defendants nor their customers were authorized to use to download  
27 copies of Microsoft Office software with the OEM token.

1           b. Defendants fulfilled the Office Home & Business 2019 order by supplying  
2 the investigator with one abused retail key for the software and a link to a Microsoft software  
3 download website that neither Defendant nor their customers were authorized to use to download  
4 copies of Microsoft Office software with the retail key.

5           c. Defendants fulfilled the Windows 11 Professional order by supplying the  
6 investigator with one decoupled product key from the Microsoft Developer Network (“MSDN”)  
7 program. MSDN program keys are issued to a specific MSDN program member and are only  
8 authorized for that member’s use. MSDN program keys may not be redistributed. Defendants  
9 also supplied the investigator with a link to an unauthorized download site containing counterfeit  
10 software.

11           d. Defendants did not fulfill the purchase of the USB Software Backup.  
12 Instead, the investigator paid \$24.99 to sales@softwarekeep.com, and the same amount was  
13 refunded by Defendant TSPE, using email address sales@softwarekeep.ca.

14           **36. Test Purchases 9–11:** On January 19, 2022, a Microsoft investigator purchased  
15 (a) one copy of Windows 11 Professional for \$99.99; (b) one copy of Office Professional 2021  
16 for \$284.99; and (c) Visio 2019 Standard for \$178.99. The results of the test purchase are as  
17 follows:

18           a. Defendants fulfilled the Windows 11 Professional order by supplying the  
19 investigator with one decoupled product key from the MSDN program. MSDN program keys  
20 are issued to a specific MSDN program member and are only authorized for that member’s use.  
21 MSDN program keys may not be redistributed. Defendants also supplied the investigator with a  
22 link to an unauthorized download site containing counterfeit software.

23           b. Defendants fulfilled the Office Professional 2021 order by supplying the  
24 investigator with one token from the MSDN program. MSDN program tokens are issued to a  
25 specific MSDN program member and are only authorized for that member’s use. MSDN  
26 program tokens may not be redistributed. Defendants also supplied the investigator with a link  
27 to a Microsoft software download site that neither Defendants nor their customers were

1 authorized to use to download copies of Microsoft Office software using the MSDN program  
2 token.

3 c. Defendants fulfilled the Visio 2019 Standard order by supplying the  
4 investigator with one decoupled product key from the Microsoft Imagine program. Imagine  
5 program keys are issued to a specific Imagine program member and are only authorized for that  
6 member's use. Imagine program keys may not be redistributed. Defendants also supplied the  
7 investigator with a link to a Microsoft download site that neither Defendants nor their customers  
8 were authorized to use to download copies of Microsoft Project software using the Imagine  
9 program product key.

#### 10 **Test Purchases from SoftwareKeep Canada Website**

11 37. Between February 1, 2021, and November 3, 2021, Microsoft test purchased the  
12 below-described infringing Microsoft materials from the SoftwareKeep Canada Website.  
13 Microsoft's trademarks were used, without authorization, on the SoftwareKeep Canada Website  
14 and in Defendants' sales materials to market and advertise the infringing Microsoft software  
15 products. Defendants' use of the Microsoft trademarks was intended to, and likely did, confuse  
16 customers about the origin and authenticity of the software and their entitlement to use the  
17 software.

18 38. **Test Purchases 12–13:** On February 1, 2021, a Microsoft investigator purchased  
19 (a) one copy of Office Home & Business 2019 for \$176.99; and (b) one copy of Windows 10  
20 Professional for \$349.99. The results of the test purchase are as follows:

21 a. Defendants fulfilled the Office Home & Business 2019 order by supplying  
22 the investigator with one decoupled retail product key. Defendants also supplied the investigator  
23 with a link to a Microsoft software download site that neither Defendants nor their customers  
24 were authorized to use to download copies of Microsoft Office software using the decoupled  
25 retail key.

26 b. Defendants fulfilled the Windows 10 Professional order by supplying the  
27 investigator with one decoupled product key for Microsoft Windows software from the

1 DreamSpark program. These keys are only authorized for use by a member of the DreamSpark  
2 program and may not be redistributed. Defendants also supplied the investigator with a link to  
3 an unauthorized download site containing counterfeit software.

4 39. **Test Purchases 14–16:** On May 19, 2021, a Microsoft investigator purchased  
5 (a) one copy of Office Professional 2019 for \$366.99; (b) one copy of Project 2019 Standard for  
6 \$499.99; and (c) one copy of Visio 2019 Standard for \$239.99. The results of the test purchase  
7 are as follows:

8 a. Defendants fulfilled the Office Professional 2019 order by supplying the  
9 investigator with one decoupled product key for Microsoft Office software from the MSDN  
10 program. MSDN program keys are issued to a specific MSDN program member and are only  
11 authorized for that member’s use. MSDN program keys may not be redistributed. Defendants  
12 also supplied the investigator with a link to a Microsoft software download site that neither  
13 Defendants nor their customers were authorized to use to download copies of Microsoft Office  
14 software using the MSDN program product key.

15 b. Defendants fulfilled the Project 2019 Standard order by supplying the  
16 investigator with one retail token from the Electronic Software Delivery (“ESD”) system. These  
17 tokens are only authorized for use through the ESD system and may not be redistributed.  
18 Defendants also supplied the investigator with a link to a Microsoft download site that neither  
19 Defendants nor their customers were authorized to use to download copies of Microsoft Project  
20 software using the ESD token.

21 c. Defendants fulfilled the Visio 2019 Standard order by supplying the  
22 investigator with one retail token from the ESD system. These tokens are only authorized for  
23 use through the ESD system and may not be redistributed. Defendants also supplied the  
24 investigator with a link to a Microsoft download site that neither Defendants nor their customers  
25 were authorized to use to download copies of Microsoft Visio software using the ESD token.



1 also supplied the investigator with a link to a Microsoft software download site that neither  
2 Defendants nor their customers were authorized to use to download copies of Microsoft Project  
3 software using the MSDN program product key.

4 b. Defendants fulfilled the Visio 2019 Standard order by supplying the  
5 investigator with one abused retail token for Microsoft Visio software and a link to a Microsoft  
6 software download site that neither Defendants nor their customers were authorized to use to  
7 download copies of Microsoft Visio software using the abused token.

8 c. Defendants fulfilled the Office Home & Business 2019 order by supplying  
9 the investigator with one decoupled product key associated with the MSDN program. MSDN  
10 program keys are issued to a specific MSDN program member and are only authorized for that  
11 member's use. MSDN program keys may not be redistributed. Defendants also supplied the  
12 investigator with a link to a Microsoft software download site that neither Defendants nor their  
13 customers were authorized to use to download copies of Microsoft Office software using the  
14 MSDN program product key.

15 d. Defendants fulfilled the Windows 10 Professional order by supplying the  
16 investigator with one decoupled product key associated with the DreamSpark program.  
17 DreamSpark program keys are issued to a specific DreamSpark program member and are only  
18 authorized for that member's use. DreamSpark program keys may not be redistributed.  
19 Defendants also supplied the investigator with a link to an unauthorized download site  
20 containing counterfeit software.

21 43. **Test Purchases 23–25:** On November 25, 2020, a Microsoft investigator  
22 purchased (a) one copy of Office Home & Student 2019 for \$104.99; (b) one copy of Visio 2019  
23 Standard for \$188.99; and (c) one copy of Windows 10 Home 32 Bit for \$109.99. The results of  
24 the test purchase are as follows:

25 a. Defendants fulfilled the Office Home & Student 2019 order by supplying  
26 the investigator with decoupled OA3.0 token for software. OA3.0 tokens are only authorized for  
27 use by a member of the OA3.0 system and may not be redistributed. Defendants also supplied

1 the investigator with a link to a Microsoft software download site that neither Defendants nor  
2 their customers were authorized to use to download copies of Microsoft Office software using  
3 the OA3.0 token.

4 b. Defendants fulfilled the Visio 2019 Standard order by supplying the  
5 investigator with one abused retail token for Microsoft Visio software and a link to a Microsoft  
6 software download site that neither Defendants nor their customers were authorized to use to  
7 download copies of Microsoft Visio software using the abused token.

8 c. Defendants fulfilled the Windows 10 Home 32 Bit order by supplying the  
9 investigator with one OA3.0 decoupled product key for Windows 10 software. OA3.0 keys are  
10 only authorized for use by OEMs and may not be redistributed on a standalone basis.  
11 Defendants also supplied the investigator with a link to an unauthorized download site  
12 containing counterfeit software.

13 44. **Test Purchases 26–27:** On November 1, 2021, a Microsoft investigator  
14 purchased (a) one copy of Windows 11 Professional for \$104.99; and (b) one copy of Office  
15 Home & Business 2021 for \$184.99. The results of the test purchase are as follows:

16 a. Defendants fulfilled the Windows 11 Professional order by supplying the  
17 investigator with one decoupled product key for Microsoft Windows software and a link to an  
18 unauthorized download site containing counterfeit software.

19 b. Defendants fulfilled the Office Home & Business 2021 order by supplying  
20 the investigator with one decoupled product key for Microsoft Office software and a link to an  
21 unauthorized download site containing counterfeit software.

#### 22 **Test Purchases from Catsoft Website**

23 45. Between October 5, 2020, and January 9, 2022, Microsoft test purchased the  
24 below-described infringing Microsoft materials from the Catsoft Website. Microsoft's  
25 trademarks were used, without authorization, on the Catsoft Website and in Defendants' sales  
26 materials to market and advertise the infringing Microsoft software products. Defendants' use of  
27

1 the Microsoft trademarks was intended to, and likely did, confuse customers about the origin and  
2 authenticity of the software and their entitlement to use the software.

3       46.     **Test Purchases 28–30:** On October 5, 2020, a Microsoft investigator purchased  
4 (a) one copy of Office Home & Business 2019 for \$194.99; (b) one copy of Windows 10  
5 Professional 64 Bit for \$129.99; and (c) one copy of Visio 2019 Professional for \$238.99. The  
6 results of the test purchase are as follows:

7           a.     Defendants fulfilled the Office Home & Business 2019 order by supplying  
8 the investigator with one decoupled product key associated with the MSDN program. MSDN  
9 program keys are issued to a specific MSDN program member and are only authorized for that  
10 member’s use. MSDN program keys may not be redistributed. Defendants also supplied the  
11 investigator with a link to a Microsoft software download site that neither Defendants nor their  
12 customers were authorized to use to download copies of Microsoft Office software using the  
13 MSDN program product key.

14           b.     Defendants fulfilled the Windows 10 Professional 64 Bit order by  
15 supplying the investigator with one decoupled product key associated with the DreamSpark  
16 program. These keys are only authorized for use by a member of the DreamSpark program and  
17 may not be redistributed. Defendants also supplied the investigator with a link to an  
18 unauthorized download site containing counterfeit software.

19           c.     Defendants fulfilled the Visio 2019 Professional order by supplying the  
20 investigator with one decoupled product key from the MSDN program. MSDN program keys  
21 are issued to a specific MSDN program member and are only authorized for that member’s use.  
22 MSDN program keys may not be redistributed. Defendants also supplied the investigator with a  
23 link to a Microsoft software download site that neither Defendants nor their customers were  
24 authorized to use to download copies of Microsoft Visio software using the MSDN program  
25 product key.

1           47.     **Test Purchases 31–32:** On November 13, 2020, a Microsoft investigator  
2 purchased (a) one copy of Office Home & Student 2019 for \$104.99; and (b) one copy of  
3 Windows 10 Home for \$104.99. The results of the test purchase are as follows:

4           a.       Defendants fulfilled the Office Home & Student 2019 order by supplying  
5 the investigator with one OA3.0 token. OA3.0 tokens are only authorized for use by OEMs and  
6 may not be redistributed on a standalone basis. Defendants also supplied the investigator with a  
7 link to a Microsoft software download site that neither Defendants nor their customers were  
8 authorized to use to download copies of Microsoft Office software using the OA3.0 token.

9           b.       Defendants fulfilled the Windows 10 Home order by supplying the  
10 investigator with one decoupled OA3.0 product key. OA3.0 keys are only authorized for use by  
11 OEMs and may not be redistributed on a standalone basis. Defendants also supplied the  
12 investigator with a link to an unauthorized download site containing counterfeit software.

13           48.     **Test Purchases 33–34:** On January 9, 2022, a Microsoft investigator purchased  
14 (a) one copy of Office Home & Student 2021 for \$119.99; and (b) one copy of Windows 11 for  
15 \$99.99. The results of the test purchase are as follows:

16           a.       Defendants fulfilled the Office Home & Student 2021 order by supplying  
17 the investigator with one token from the MSDN program. These tokens are only authorized for  
18 use by a member of the MSDN program and may not be redistributed. Defendants also supplied  
19 the investigator with a link to a Microsoft software download site that neither Defendants nor  
20 their customers were authorized to use to download copies of Microsoft Office software using  
21 the MSDN token for Microsoft Office distributed by Defendants.

22           b.       Defendants fulfilled the Windows 11 order by supplying the investigator  
23 with one decoupled product key associated with the MSDN program. MSDN program keys are  
24 issued to a specific MSDN program member and are only authorized for that member's use.  
25 MSDN program keys may not be redistributed. Defendants also supplied the investigator with a  
26 link to an unauthorized download site containing counterfeit software.

**V. CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**Contributory Copyright Infringement  
17 U.S.C. § 501**

1  
2  
3  
4 49. Microsoft re-alleges the preceding paragraphs as though fully set forth in this  
5 Cause of Action.

6 50. Microsoft is the sole owner of the software programs listed above and of the  
7 corresponding copyrights and Certificates of Registration with the registration numbers.

8 51. Defendants' customers unwittingly have infringed and continue to infringe  
9 Microsoft's copyright-protected software by using unauthorized access devices to download,  
10 copy, and activate Microsoft software.

11 52. Defendants and the Doe Defendants materially contributed to their customers'  
12 infringement by knowingly and intentionally sourcing and reselling decoupled product keys to be  
13 used by their customers to facilitate the downloading, copying, and activation of Microsoft's  
14 copyright-protected software from unauthorized and counterfeit download sites.

15 53. At a minimum, Defendants acted with willful blindness to, or in reckless  
16 disregard of, Microsoft's intellectual property rights.

17 54. On information and belief, Defendants have committed, and continue to commit,  
18 acts contributing to the infringement of the Microsoft copyrights described above.

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

22 56. The Court should enhance an award of statutory damages in accordance with 17  
23 U.S.C. § 504(c)(2).

24 57. Microsoft is further entitled to injunctive relief and to an order impounding all  
25 unlawfully obtained product-activation keys. Microsoft has no adequate remedy at law for  
26 Defendants' wrongful conduct because, among other things (a) Microsoft's copyright is unique  
27 and valuable property that has no readily determinable market value; (b) Defendants'

1 infringement harms Microsoft such that Microsoft could not be made whole by any monetary  
2 award; and (c) Defendants' wrongful conduct, and the resulting damage to Microsoft, is  
3 continuing.

4 **SECOND CAUSE OF ACTION**

5 **Trademark Infringement**

6 **15 U.S.C. § 1114**

7 58. Microsoft re-alleges the preceding paragraphs as though fully set forth in this  
8 Cause of Action.

9 59. Defendants' activities constitute infringement of Microsoft's federally registered  
10 trademarks with the registration numbers listed above. Microsoft advertises, markets,  
11 distributes, and licenses its software and related components under the trademarks described  
12 above and uses these trademarks to distinguish Microsoft's software and related components  
13 from the software or products of others in the same or related fields.

14 60. Because of Microsoft's long, continuous, and exclusive use of these trademarks,  
15 they have come to mean—and are understood by customers, end users, and the public to  
16 signify—software programs and related components or services of Microsoft.

17 61. Defendants have been, and continue to be, involved in using Microsoft's  
18 registered trademarks in advertising, marketing, and offering Microsoft product keys to be used  
19 by customers without Microsoft's authority to activate counterfeit and unlicensed software.  
20 Defendants are not licensed to use these registered trademarks.

21 62. Defendants' use of the trademarks in advertising, marketing, and offering  
22 software and product keys is likely to cause confusion, mistake, or deception as to the product  
23 keys' source, origin, or authenticity and the source, origin, or authenticity of the counterfeit and  
24 unlicensed software that Defendants induce and facilitate their customers to download and  
25 activate.

26 63. Further, Defendants' activities are likely to lead others to conclude, incorrectly,  
27 that the infringing materials that Defendants are advertising, marketing, installing, offering, and

1 distributing originate with or are authorized by Microsoft, thereby harming Microsoft, its  
2 licensees, and the public.

3 64. At a minimum, Defendants acted with willful blindness to, or in reckless  
4 disregard of, Microsoft's registered marks.

5 65. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its  
6 actual damages trebled, the Defendants' profits attributable to the infringement, and attorney fees  
7 under 15 U.S.C. § 1117(a) and (b). Alternatively, Microsoft is entitled to statutory damages  
8 under 15 U.S.C. § 1117(c).

9 66. Microsoft is further entitled to injunctive relief and to an order compelling the  
10 impoundment of all infringing and unauthorized materials. Microsoft has no adequate remedy at  
11 law for Defendants' wrongful conduct because, among other things: (a) Microsoft's trademarks  
12 are unique and valuable property that have no readily determinable market value; (b)  
13 Defendants' infringement constitutes harm to Microsoft's reputation and goodwill such that  
14 Microsoft could not be made whole by any monetary award; (c) if Defendants' wrongful conduct  
15 is allowed to continue, the public is likely to become further confused, mistaken, or deceived as  
16 to the source, origin or authenticity of the infringing materials; and (d) Defendants' wrongful  
17 conduct, and the resulting harm to Microsoft, is continuing.

18 **THIRD CAUSE OF ACTION**

19 **False Designation of Origin; False and Misleading**  
20 **Representations and Descriptions of Fact**  
21 **15 U.S.C. § 1125**

22 67. Microsoft re-alleges the preceding paragraphs as though fully set forth in this  
23 Cause of Action.

24 68. Defendants have made false and misleading representations and descriptions of  
25 fact in connection with the offering for sale and sale of access devices to Microsoft software.

26 69. Defendants' false and misleading representations and descriptions of fact were  
27 made in commercial advertising or promotion, including without limitation, in connection with  
the offer for sale and sale of counterfeit and unlicensed Microsoft software.

1           70. Defendants' false and misleading representations and descriptions of fact  
2 misrepresent the nature, characteristics, qualities, or origin of the Microsoft software they  
3 advertise and distribute.

4           71. Defendants' use of Microsoft's name and trademarks and its false and misleading  
5 representations and descriptions of fact in interstate commerce in connection with its offer for  
6 sale of counterfeit and unlicensed Microsoft software has either deceived or has the capacity to  
7 deceive a substantial segment of potential consumers. This deception is material because it is  
8 likely to influence consumers' purchasing decisions.

9           72. Defendants have used, and continue to use, Microsoft's name and trademarks  
10 referenced above to compete unfairly with Microsoft and to deceive customers.

11           73. Defendants' conduct constitutes false designation of origin and descriptions, in  
12 violation of 15 U.S.C. § 1125(a).

13           74. Defendants' wrongful conduct is likely to continue unless the Court restrains and  
14 enjoins it.

15           75. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its  
16 actual damages, Defendants' profits, and treble damages and attorney fees according to  
17 15 U.S.C. § 1117.

18           76. Microsoft is also entitled to injunctive relief and to an order directing Defendants  
19 to stop marketing and advertising that they are providing legally licensed Microsoft software.  
20 Microsoft has no adequate remedy at law for Defendants' wrongful conduct because, among  
21 other things (a) Defendants' advertising, marketing, installation, or distribution of unlicensed  
22 Microsoft software constitutes harm to Microsoft such that Microsoft could not be made whole  
23 by any monetary award; and (b) Defendants' wrongful conduct, and the resulting damage to  
24 Microsoft, is continuing.

**FOURTH CAUSE OF ACTION**

**Trade Dress Infringement**

**15 U.S.C. § 1125**

1  
2  
3 77. Microsoft re-alleges the preceding paragraphs as though fully set forth in this  
4 Cause of Action.

5 78. Microsoft's trade dress—specifically, the design for its software—is used in  
6 commerce, is non-functional, is inherently distinctive, and has acquired secondary meaning in  
7 the marketplace.

8 79. Microsoft's trade dress has acquired secondary meaning in the marketplace as a  
9 result of Microsoft's extensive advertising, Microsoft's sales success, and the length and  
10 exclusivity with which Microsoft has used its product packaging and design, among other  
11 factors.

12 80. Defendants are unfairly competing with Microsoft by adopting and advertising  
13 infringing trade dress to identify their goods and services.

14 81. The intent and result of Defendants' actions are to create the impression and  
15 perception that Defendants' goods and services emanate from or are endorsed by Microsoft,  
16 causing confusion, mistake, and deception among the public as to the source and origin of those  
17 goods and services.

18 82. Defendants' actions are intended to cause, have caused, and are likely to cause  
19 confusion, mistake, deception among consumers, the public, and the trade who recognize and  
20 associate Microsoft trade dress with Microsoft.

21 83. Moreover, Defendants' conduct is likely to cause confusion, to cause mistake, or  
22 to deceive consumers, the public, and the trade as to the source of the infringing products, or as  
23 to a possible affiliation, connection, or association between Microsoft, Defendants, and the  
24 infringing products.

25 84. Defendants' use of an infringing trade dress has caused, and unless restrained,  
26 will continue to cause injury to Microsoft.

1 85. By using the same or a confusingly similar trade dress, Defendants have  
2 misrepresented the nature, origin, characteristics, and quality of their products, in violation of the  
3 Lanham Act (15 U.S.C. § 1125(a)).

4 86. By reason of Defendants' actions, Microsoft has suffered and will continue to  
5 suffer irreparable harm for which it has no adequate remedy at law, and thus, Microsoft is  
6 entitled to injunctive relief.

7 87. As a result of Defendants' wrongful conduct, Microsoft is entitled to recover its  
8 actual damages trebled, Defendants' profits, and attorney fees pursuant to 15 U.S.C. § 1117.

9 **VI. PRAYER FOR RELIEF**

10 Microsoft respectfully requests that the Court grant Microsoft the following relief:

- 11 a. Judgment in Microsoft's favor on all claims;
- 12 b. An order restraining and enjoining Defendants, their directors, principals,  
13 officers, agents, representatives, employees, attorneys, successors and assigns,  
14 and all others in active concert or participation with them from further  
15 violating Microsoft's rights with the form and scope of an injunction to be  
16 determined according to proof at trial;
- 17 c. An order under 15 U.S.C. § 1116 and 17 U.S.C. § 503 impounding all  
18 counterfeit or infringing copies of purported Microsoft software or any access  
19 devices thereto and any related items, including business records, that are in  
20 Defendants' possession or under their control;
- 21 d. An order declaring that Defendants hold in trust, as constructive trustees for the  
22 benefit of Microsoft, the illegal profits obtained from their distribution of  
23 counterfeit and unlicensed copies of Microsoft's software and requiring  
24 Defendants to provide Microsoft a full and complete accounting of all amounts  
25 due and owing to Microsoft as a result of Defendants' unlawful activities;
- 26 e. An order requiring that Defendants pay all general, special, actual, and  
27 statutory damages that Microsoft sustained, or will sustain, as a consequence of

1 their unlawful acts, and that such damages be enhanced, doubled, or trebled as  
2 provided by 17 U.S.C. § 504(c) and 15 U.S.C. § 1117(b);

3 f. An order requiring Defendants to pay to Microsoft the costs of this action and  
4 the reasonable attorneys' fees incurred in prosecuting it, as provided by 15  
5 U.S.C. § 1117 and 17 U.S.C. § 505; and

6 g. An order granting all other relief as the Court deems just and equitable.  
7

8 DATED: August 9, 2022

9 Davis Wright Tremaine LLP  
10 Attorneys for MICROSOFT CORPORATION

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