

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

SIEMENS INDUSTRY SOFTWARE INC.,

Plaintiff,

v.

DOES 1- 142,

Defendants.

Case No. 4:21-cv-385

JURY TRIAL DEMANDED

PLAINTIFF’S ORIGINAL COMPLAINT FOR COPYRIGHT INFRINGEMENT

Plaintiff Siemens Industry Software Inc., by its attorneys, for and on behalf of its complaint against Defendants Does 1-142:

PARTIES

1. Plaintiff Siemens Industry Software Inc. (“SISW” or “Plaintiff”), formerly Siemens Product Lifecycle Management Software Inc., is a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business in the State of Texas.

2. The true names and capacities of the Defendants Does 1-142 are unknown to Plaintiff at this time. Each Defendant is known to SISW by an Internet Protocol (“IP”) address assigned to that Defendant by his or her Internet Service Provider (“ISP”) on the date and time at which the infringing activity of each Defendant was observed. Plaintiff believes that information obtained in discovery, including through discovery from the ISP, will lead to the identification of each Defendant’s true name. Upon learning of the specific identity of each Defendant, Plaintiff may move to substitute the named parties or amend the Complaint.

JURISDICTION AND VENUE

3. This is a civil action seeking damages and injunctive relief for copyright infringement under the copyright laws of the United States (17 U.S.C. § 101, *et seq.*).

4. This Court has jurisdiction of this action pursuant to 17 U.S.C. § 101, *et seq.*; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright).

5. Venue (and personal jurisdiction) in this District is proper under 28 U.S.C. § 1391(b) and/or 28 U.S.C. § 1400(a). Although the true identity of the Defendants is unknown to Plaintiff at this time, on information and belief, the Defendants may be found in this District and/or a substantial part of the acts of infringement complained of herein may have occurred in this District and/or each Defendant, without consent or permission of the copyright owner, Plaintiff, may have purposefully availed themselves of the services of an ISP located in this District to illegally download from the Internet and/or use copyrighted works owned by the Plaintiff.

FIRST CAUSE OF ACTION
(Infringement of Copyrights Against Does 1-142)

6. Plaintiff incorporates herein by reference each and every allegation contained in each paragraph above.

7. SISW manufactures and distributes Product Lifecycle Management (“PLM”) software, which allows companies to manage the entire lifecycle of a product efficiently and cost-effectively, from ideation, design and manufacture, through service and disposal. PLM software brings together computer-aided design (“CAD”), computer-aided manufacturing (“CAM”), computer-aided engineering (“CAE”), product data management (“PDM”) and digital manufacturing. By providing the application depth and breadth needed to

digitally author, validate and manage the detailed product and process data, PLM supports innovation by its customers.

8. NX 7, NX 8, NX 9, NX 10, NX 11, NX 12, NX 1847, NX 1855, NX 1867, NX 1880, NX 1892, NX 1899, NX 1904, NX 1907, NX 1911, NX 1915, NX 1919, NX 1926 (collectively “NX”) software are among the PLM software products offered by Plaintiff. NX software offers the industry’s broadest suite of integrated, fully associative CAD/CAM/CAE applications. NX touches the full range of development processes in product design, manufacturing and simulation, allowing companies to encourage the use of best practices by capturing and reusing product and process knowledge.

9. Solid Edge software, including Solid Edge with Synchronous Technology, is also among the PLM products offered by Plaintiff. Solid Edge is an industry-leading mechanical design system with exceptional tools for creating and managing 3D digital prototypes. Solid Edge modeling and assembly tools enable Plaintiff’s customers’ engineering teams to easily develop a full range of products, from single parts to assemblies containing many components. Tailored commands and structured workflows accelerate the design of features common in specific industries and ensure accurate fit and function of parts by designing, analyzing and modifying them within the assembly model. Solid Edge is a unique mainstream mechanical system that merges design management capabilities with the CAD tools that designers frequently use. With superior core modeling and process workflows, a unique focus on the needs of specific industries and fully integrated design management, Solid Edge helps guide projects toward an accurate design solution.

10. Star CCM software is another PLM product offered by Plaintiff. Star CCM is an advanced engineering simulation software program that offers a complete

multiphysics solution for the simulation of products and designs that captures the physics that influences the real-world performance of products.

11. Femap software is another PLM product offered by Plaintiff. Femap is an advanced engineering simulation software program that creates finite element analysis models of complex engineering products and systems, and displays solution results. Femap can virtually model components, assemblies, or systems and determine the behavioral response for a given operating environment. Using Femap's digital simulation capabilities, one can predict and improve product performance and reliability, reduce time-consuming and costly physical prototyping and testing, evaluate different designs and materials, and optimize designs and reduce material usage.

12. FloTHERM software is a PLM product offered by Plaintiff. FloTHERM is a design development software that allows users to predict the airflow and heat transfer in and around electronic equipment. FloTHERM, which can be closely integrated with mechanical computer-aided design (MCAD) software, allows Plaintiff's customers to keep pace with design changes during product development.

13. SISW software, including NX, Solid Edge, Femap, Star CCM, and FloTHERM, constitutes and contains SISW's valuable intellectual property that has been developed over many years through the investment of substantial resources. To protect its rights and interests in its valuable software, including but not limited to its NX, Solid Edge, Femap, Star CCM, and FloTHERM software, SISW obtains and registers copyrights to its works. SISW is, and at all relevant times has been, the copyright owner under United States copyright law with respect to certain copyrighted software including, but not limited to, the NX software and Solid Edge software (the "Copyrighted Software"). The Copyrighted Software is the subject of valid

Copyright Registrations issued by the Register of Copyrights to Plaintiff. A copy of the Certificate for Registration for each of Copyright Registration Numbers TXu 1-677-596, TXu 1-769-323, TXu 1-883-621, TXu 1-965-012, TXu 2-022-251, TXu 2-082-914, and TXu 2-142-677, each covering NX software is attached as Exhibits A-G, respectively. A copy of the Certificate for Registration for each of Copyright Registration Numbers TXu 1-876-437, TXu 1-987-364, and TXu 2-020-404, each covering Solid Edge software, is attached hereto as Exhibits H-J, respectively. A copy of the Certificate for Registration for Copyright Registration Number TXu 1-939-173, dated January 15, 2015, which covers the Femap software is attached as Exhibit K. A copy of the Certificate for Registration for Copyright Registration Number TXu 2-026-270, dated February 16, 2017, which covers the FloTHERM software, acquired by Plaintiff in its acquisition of Mentor Graphics Corporation, is attached as Exhibit L. Plaintiff has placed proper notices of copyright pursuant to 17 U.S.C. § 401 on the Copyrighted Software.

14. Among the exclusive rights granted to Plaintiff under the Copyright Act are the exclusive rights to reproduce the Copyrighted Software and to distribute the Copyrighted Software to the public.

15. Plaintiff is informed and believes that each Defendant, without permission or consent of Plaintiff, has used, and continues to use, a computer with an Internet connection to download and/or use certain of the Copyrighted Software. In doing so, each Defendant has violated Plaintiff's exclusive rights of reproduction and/or distribution. Each Defendant's actions constitute infringement of Plaintiff's copyrights and/or exclusive rights under copyright.

16. Plaintiff is informed and believes that the foregoing acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of Plaintiff.

17. As a result of each Defendant's infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to statutory damages pursuant to 17 U.S.C. §§ 502 and 503.

18. As a result of each Defendant's infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to actual damages according to proof.

19. As a result of each Defendant's infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to an accounting of each Defendant's use and/or downloading of the Copyrighted Software and an accounting and recovery of revenues and profits obtained by each Defendant by or through such use and/or downloading of such software.

20. As a result of each Defendant's infringement of Plaintiff's copyrights and exclusive rights under copyright, including willful and intentional infringement, Plaintiff is also entitled to enhanced damages and recovery of its attorneys' fees and costs.

21. As a result of each Defendant's infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is also entitled to injunctive relief prohibiting each Defendant from further infringing Plaintiff's copyrights, and ordering that each Defendant destroy all copies of copyrighted software made in violation of Plaintiff's exclusive rights.

DEMAND FOR JURY TRIAL

Plaintiff Siemens Industry Software Inc. hereby demands a trial by jury on all triable issues.

PRAYER

WHEREFORE, Plaintiff prays for judgment against each Defendant as follows:

1. For an injunction providing:

“Defendant shall be and hereby is enjoined from directly or indirectly infringing Plaintiff’s rights under federal or state law in the Copyrighted Software, whether now in existence or later created, that is owned or controlled by Plaintiff (or any parent, subsidiary, or affiliate of Plaintiff) (“Plaintiff’s Software”), including without limitation by using and/or downloading any of Plaintiff’s Software, except pursuant to a lawful license or with the express authority of Plaintiff. Each Defendant also shall destroy all copies of Plaintiff’s Software that the Defendant has used and/or downloaded onto any computer hard drive or server without Plaintiff’s authorization and shall destroy all copies of that downloaded software transferred onto any physical medium or device in Defendant’s possession, custody, or control.”

2. For statutory damages for each infringement of each Copyrighted Software pursuant to 17 U.S.C. § 504;
3. For actual damages according to proof;
4. For an accounting of the use and/or download by each Defendant of the Copyrighted Software;
5. For an accounting of any revenues and profits realized by or through each Defendant’s use and/or download of the Copyrighted Software;
6. For enhanced damages;
7. For Plaintiff’s costs in this action;
8. For Plaintiff’s reasonable attorneys’ fees incurred herein; and
9. For such other and further relief as the Court may deem just and proper.

DATED this 4th day of February 2021.

/s/ Robert R. Riddle

Robert R. Riddle – Lead Attorney

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