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13 SYNOPSYS, INC.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 SYNOPSYS, INC.,
17 Plaintiff,
18 v.
19 ATOPTECH, INC.,
20 Defendants.

13 JUL 26 PM 4:11
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

Filed

JUN 26 2013

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

CV 13-02965

NC

COMPLAINT FOR COPYRIGHT
INFRINGEMENT, PATENT
INFRINGEMENT, TRADE SECRET
MISAPPROPRIATION, VIOLATION
OF THE COMPUTER FRAUD AND
ABUSE ACT, VIOLATION OF THE
CALIFORNIA COMPUTER DATA
ACCESS AND FRAUD ACT, UNFAIR
COMPETITION, COMMON LAW
MISAPPROPRIATION, BREACH OF
CONTRACT AND BREACH OF
IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING

DEMAND FOR JURY TRIAL

1 Plaintiff Synopsys, Inc. ("Synopsys"), through its counsel, states and alleges as follows:

2 **NATURE OF THE ACTION**

3 1. This case arises out of Defendant ATopTech Inc.'s ("ATopTech") copying and
4 theft of Synopsys' proprietary and confidential information, breaches of contractual obligations to
5 Synopsys and infringement of Synopsys' intellectual property.

6 2. Synopsys is a leader in the electronic design automation ("EDA") and
7 semiconductor intellectual property industry. It develops, manufactures, sells and licenses
8 products and services that enable designers to create, model and verify complex integrated circuit
9 designs from concept to silicon. Since 1986, engineers around the world have used Synopsys
10 technology to design and create billions of integrated circuits and systems.

11 3. ATopTech describes itself as an EDA company that develops tools for the physical
12 design of integrated circuits at 65 nanometers and below including its Aprisa "place and route"
13 tool and Apogee "floor planning" tool. ATopTech claims to have offices in the United States,
14 India, Japan and Taiwan.

15 4. Synopsys and a company Synopsys acquired—Extreme DA Corporation
16 ("Extreme DA")—licensed certain technology to ATopTech under two royalty-free license
17 agreements: (i) a Connections Program License Agreement ("CPLA") and (ii) a license
18 agreement relating to a method for parametric on chip variation ("POCV License"). ATopTech
19 agreed to maintain the confidentiality of Synopsys' and Extreme DA's proprietary information
20 and also agreed, among other things, not to reverse engineer or copy any software or other
21 materials provided under the license agreements. Under the POCV License, ATopTech further
22 agreed to certain communications and marketing obligations, and agreed to keep records of all of
23 its customers that receive ATopTech's products in which the licensed POCV method is available
24 and to provide Synopsys and Extreme DA with the names of such customers.

25 5. In November 2012, based on concerns that ATopTech was not in compliance with
26 these license agreements and had improperly copied Synopsys proprietary information, Synopsys
27 exercised its right to verify ATopTech's compliance with the license agreements.

28 6. Synopsys spent several months attempting to work with ATopTech on a voluntary

1 production allowing ATopTech to establish compliance with the agreements and demonstrate that
2 it did not steal or copy Synopsys' proprietary information and software. Synopsys even offered
3 ATopTech the opportunity to provide any information under a non-disclosure agreement that
4 would restrict access to Synopsys' outside counsel and independent experts.

5 7. Instead of taking advantage of this opportunity, ATopTech engaged in a
6 systematic effort to frustrate and obstruct Synopsys' attempt to verify ATopTech's contractual
7 compliance and ensure that Synopsys' intellectual property rights were not being infringed.
8 Synopsys has also discovered that ATopTech improperly accessed and downloaded certain
9 proprietary materials from Synopsys' secure customer support website, SolvNet.

10 8. As a result, Synopsys has no alternative but to seek judicial relief. ATopTech's
11 EDA products Aprisa and Apogee infringe Synopsys' patents and copyrights, misappropriate
12 Synopsys' trade secrets and unfairly compete with and trade on Synopsys' industry leading EDA
13 tools. Moreover, ATopTech improperly accessed, downloaded and used proprietary materials
14 from Synopsys' secure customer support website to unfairly compete with Synopsys.
15 Accordingly, Synopsys brings this suit for federal copyright infringement, federal patent
16 infringement, trade secret misappropriation, violations of the federal Computer Fraud and Abuse
17 Act ("CFAA") and California Computer Data Access and Fraud Act ("CDAFA"), unfair
18 competition, misappropriation, breach of contract and breach of the implied covenant of good
19 faith and fair dealing.

20 **THE PARTIES**

21 9. Synopsys is a corporation organized under Delaware law with its principal place of
22 business in Santa Clara County at 700 East Middlefield Road, Mountain View, California 94043.

23 10. On information and belief, ATopTech is a corporation organized under Delaware
24 law with its principal place of business in Santa Clara County at 2111 Tasman Drive, Santa Clara,
25 California 95054. ATopTech also claims to have offices in India, Japan and Taiwan.

26 **JURISDICTION AND VENUE**

27 11. This action arises in part under the United States Copyright Act, 17 U.S.C. § 101,
28 *et seq.*, the patent laws of the United States, 35 U.S.C. § 100, *et seq.* and the Computer Fraud and

1 Abuse Act, 18 U.S.C. §§ 1030 *et seq.* This Court has subject matter jurisdiction over this action
2 under 18 U.S.C. § 1030(g) and 28 U.S.C. §§ 1331 and 1338.

3 12. This Court has supplemental subject matter jurisdiction over the pendent state law
4 and common law claims under 28 U.S.C. § 1367 because these claims are so related to Synopsys'
5 claims under federal law that they form part of the same case or controversy and derive from a
6 common nucleus of operative fact.

7 13. This Court has personal jurisdiction over ATopTech because its principle place of
8 business is within the State of California and this judicial district, and because it has conducted
9 and does conduct business within the State of California and this judicial district.

10 14. Venue in this district is appropriate under 28 U.S.C. §§ 1391 and 1400 because the
11 events giving rise to the dispute occurred in this district.

12 **INTRADISTRICT ASSIGNMENT**

13 15. This is an intellectual property action and is assigned on a district-wide basis under
14 Civil L.R. 3-2(c) and General Order No. 44.

15 **FACTUAL BACKGROUND**

16 **Synopsys' PrimeTime and GoldTime Products and Associated Intellectual Property**

17 16. As a world leader in EDA, Synopsys is helping the electronics market accelerate
18 innovation in all aspects of semiconductor design. Synopsys provides a complete front-to-back
19 design and test environment, software-level to silicon-level verification, design reuse technology,
20 field-programmable gate array solutions and professional services to help its customers get their
21 silicon working quickly and accurately. These technology-leading solutions help give Synopsys
22 customers a competitive edge in quickly bringing the best products to market while reducing
23 costs and schedule risk. Since 1986, engineers around the world have used Synopsys technology
24 to design and create billions of integrated circuits and systems.

25 17. To address the important issue of timing in integrated circuit design, Synopsys
26 spent years investing in and developing PrimeTime, its proprietary static timing analysis tool that
27 computes the expected timing of a digital circuit without requiring simulation. PrimeTime is a
28 successful product and is widely used in industry for gate-level static timing analysis.

1 18. The PrimeTime software includes hundreds of Synopsys-proprietary input formats
2 and output formats. The compilation of PrimeTime's input formats (sometimes referred to as a
3 "command set") are proprietary to Synopsys and are not part of any open format or standard.
4 These proprietary input formats are used within larger "scripts" that are executed by PrimeTime.
5 PrimeTime provides feedback to the user using output formats. Synopsys' engineers and
6 software developers expended significant creativity, time and effort in developing the individual
7 input formats and output formats, as well as the compilation of input formats and output formats.

8 19. PrimeTime also supports a set of open source commands (referred to as "Synopsys
9 Design Constraints" or "SDC") that is distinct from the compilation of Synopsys-proprietary
10 input formats. These open source commands provide a standard interface and can be used by
11 developers to create products that interoperate with PrimeTime or other SDC-compliant EDA
12 tools. Synopsys makes SDC available under a free, open source license.

13 20. In addition to developing PrimeTime, Synopsys also invested substantial time,
14 effort and money to protect its intellectual property and add technology and engineering talent to
15 advance Synopsys' timing analysis solutions. In June of 2011, Synopsys filed suit in the District
16 of Delaware against Extreme DA for improperly copying portions of the PrimeTime software into
17 Extreme DA's static timing analysis tool, GoldTime. In October 2011, Synopsys acquired
18 Extreme DA, including GoldTime, and confirmed that a significant portion of the PrimeTime
19 software had been copied into GoldTime.

20 21. Synopsys' proprietary information, including its trade secrets at issue in this case,
21 which has been copied and misappropriated by ATopTech, relates to Synopsys' PrimeTime,
22 GoldTime and IC Compiler products. Such information includes Synopsys' proprietary input and
23 output formats, scripts and technical product documentation, which generally are not publicly
24 known, and derive value from being secret. Synopsys takes substantial steps to protect and
25 maintain the confidentiality of its proprietary and confidential information, and such information
26 is only disclosed to Synopsys customers, business partners or others pursuant to strict
27 confidentiality obligations. For example, user manuals and other documentation contain
28 proprietary rights notices, *e.g.* stating that the provided software and documentation contain

1 confidential and proprietary information that are Synopsys' property, that Synopsys furnishes the
2 software and documentation under a license agreement and that such software and documentation
3 may only be used or copied in accordance with the license terms. The end user license agreement
4 (EULA) to which customers further are bound precludes disclosure of Synopsys confidential and
5 proprietary information, including limiting access with respect to "employees and contractors on
6 a 'need to know' basis."

7 22. Synopsys takes other reasonable steps to protect its proprietary and confidential
8 information by protecting its facilities, secure websites, servers, computers, networks, databases
9 and communications systems using a variety of physical and electronic security systems, such as
10 access cards, password protection systems, encrypted communications technology and vendor,
11 customer and employee non-disclosure agreements.

12 23. PrimeTime and GoldTime software and user documentation are original works of
13 authorship and are subject to copyright protection.

14 24. Synopsys owns all rights to the PrimeTime and GoldTime software and user
15 documentation, which have been registered with the United States Copyright Office:
16 U.S. Registration Nos. TX 7-261-049, TX 7-260-556, TX 7-670-937, TX 7-663-729, and TX 7-
17 664-316. True and correct copies of these registrations are attached as Exhibits 1-5.

18 25. Synopsys developed novel technologies and techniques related to integrated circuit
19 design, which are protected by numerous U.S. patents.

20 26. U.S. Patent No. 6,405,348 ("348 Patent"), entitled "Deep sub-micron static timing
21 analysis in the presence of crosstalk" and naming Peivand Fallah-Tehrani and Shang-Woo Chyou
22 as inventors, was duly and legally issued by the USPTO on June 11, 2002. Synopsys is the
23 assignee and holder of all rights, title and interests in the '348 Patent, including without limitation
24 all rights to sue for damages for infringement thereof. A true and correct copy of the '348 Patent
25 is attached hereto as Exhibit 6.

26 27. U.S. Patent No. 6,507,941 ("941 Patent"), entitled "Subgrid detailed routing" and
27 naming Hardy Kwok-Shing Leung and Raymond X. Nijssen as inventors, was duly and legally
28 issued by the USPTO on January 14, 2003. Synopsys is the owner and holder of all rights, title

1 and interests in the '941 Patent, including without limitation all rights to sue for damages for
2 infringement thereof. A true and correct copy of the '941 Patent is attached hereto as Exhibit 7.

3 28. U.S. Patent No. 6,237,127 ("127 Patent"), entitled "Static timing analysis of
4 digital electronic circuits using non-default constraints known as exceptions" and naming Ted L.
5 Craven, Denis M. Baylor, and Yael Rindenau as inventors, was duly and legally issued by the
6 USPTO on May 22, 2001. Synopsys is the owner and holder of all rights, title and interests in
7 the '127 Patent, including without limitation all rights to sue for damages for infringement thereof.
8 A true and correct copy of the '127 Patent is attached hereto as Exhibit 8.

9 29. U.S. Patent No. 6,567,967 ("967 Patent"), entitled "Method for designing large
10 standard-cell base integrated circuits" and naming Yaacov I. Greidinger, David S. Reed, Ara
11 Markosian, Stephen P. Sample, Jonathan A. Frankle, and Hasmik Lazaryan as inventors, was duly
12 and legally issued by the USPTO on May 20, 2003. Synopsys is the owner and holder of all
13 rights, title and interests in the '967 Patent, including without limitation all rights to sue for
14 damages for infringement thereof. A true and correct copy of the '967 Patent is attached hereto
15 as Exhibit 9.

16 30. The '348 '941, '127 and '967 patents are collectively referred to herein as the
17 "Patents-in-Suit."

18 **ATopTech's Access to Synopsys' Software and Other Proprietary Information**

19 31. On June 10, 2010, ATopTech entered into the CPLA with Extreme DA, which
20 related to Extreme DA's GoldTime software. When Synopsys acquired Extreme DA, Extreme
21 DA assigned all rights, title and interest in the GoldTime intellectual property to Synopsys,
22 including its rights under the CPLA. Synopsys extended the CPLA three times. The CPLA
23 expired on February 15, 2013.

24 32. Under the CPLA, ATopTech gained access to copies of GoldTime software and
25 documentation (and by extension, portions of the PrimeTime software and documentation that
26 Extreme DA had copied into GoldTime).

27 33. The CPLA, in all of its iterations, provided only a limited license to use GoldTime
28 for specific interoperability purposes. The CPLA explicitly prohibited ATopTech from

1 “incorporat[ing]” GoldTime into other software products or “reverse engineering” GoldTime.
2 This limited license did not permit ATopTech to copy the GoldTime software, or any part of it,
3 including the collection of input and output formats. Further, the CPLA restricted ATopTech
4 from disclosing any confidential information provided under the agreement, including GoldTime-
5 related information.

6 34. On December 3, 2010, Extreme DA and ATopTech entered into the POCV
7 License granting ATopTech a limited, non-exclusive license to Extreme DA’s proprietary POCV
8 technology, including U.S. Patent No. 8,407,640 (“’640 Patent”), which ATopTech used to test
9 timing effects resulting from variations that may occur to a chip during manufacture (from
10 process, voltage or temperature effects). When Synopsys acquired Extreme DA, Extreme DA
11 assigned all rights, title and interest in its POCV technology to Synopsys, including its rights
12 under the POCV License.

13 **ATopTech Copied PrimeTime and GoldTime**

14 35. On information and belief, while ATopTech was continuing to receive and use
15 Synopsys confidential information pursuant to the terms and limitations of its agreements with
16 Synopsys, ATopTech copied portions of the PrimeTime and GoldTime software and
17 documentation into Aprisa user documentation and software. Synopsys is in possession of a
18 small portion of Aprisa documentation—provided by ATopTech—revealing that Aprisa includes
19 proprietary PrimeTime and GoldTime input and output formats.

20 36. This copying likely is widespread. ATopTech advertises that Aprisa has
21 “excellent correlation with sign-off timing” and a “tight correlation” with Synopsys’ PrimeTime
22 software. On information and belief, such correlation is not possible without copying significant
23 portions of the PrimeTime software.

24 **ATopTech’s Unauthorized Access and Improper Downloads from SolvNet**

25 37. ATopTech also improperly accessed and stole other Synopsys proprietary
26 documentation, by downloading such materials from Synopsys’ “SolvNet” secure website
27 without permission.

28 38. SolvNet is Synopsys’ password protected support website on which Synopsys,

1 among other things, hosts software, user guides, support documentation and other materials for
2 customers and partners with valid user IDs. When a user registers for a SolvNet password, that
3 user must abide by “the terms of the Privacy Policy and the end user license agreement and other
4 agreements with Synopsys” that his or her company signed “regarding the confidential nature of
5 all SolvNet content.” This means that users must only access and download materials for which
6 their company has a license.

7 39. In 2013, Synopsys discovered that ATopTech accessed SolvNet and engaged in
8 unauthorized access to and downloading of articles, FAQs and other documentation related to
9 PrimeTime and another Synopsys EDA product called “IC Compiler.” ATopTech’s access,
10 downloading and other use of these materials was beyond the scope of its licenses with Synopsys.

11 40. On information and belief, ATopTech sought commercial gain and competitive
12 advantage by accessing and using Synopsys proprietary information to develop its products,
13 including ATopTech’s Aprisa, which incorporate and are derived from Synopsys’ confidential
14 information and trade secrets.

15 **ATopTech’s Refusal To Demonstrate Compliance with the License Agreements**

16 41. Fearing that ATopTech wrongfully copied, used and disclosed portions of the
17 PrimeTime and GoldTime software, and otherwise breached the CPLA and POCV License
18 agreements, on November 28, 2012, Synopsys invoked its rights to verify compliance under both
19 license agreements, and thereafter diligently worked to commence and complete the audit.

20 42. For months, Synopsys attempted to work with ATopTech to establish compliance
21 with the license agreements and confirm that ATopTech did not steal or copy Synopsys’
22 proprietary information and software. Synopsys even agreed that ATopTech could provide any
23 information under a non-disclosure agreement that would restrict access to Synopsys’ outside
24 counsel and independent experts. Rather than cooperating with Synopsys, ATopTech
25 systematically frustrated and obstructed the audit process.

26 43. On May 8, 2013—after ATopTech’s continued refusal to cooperate with the
27 audit—Synopsys served ATopTech with a default notice under the POCV license stating that
28 ATopTech materially breached several of its obligations under the POCV license, including its

1 obligation to comply with the audit provisions.

2 44. In this May 8th letter, and in subsequent communications, Synopsys also put
3 ATopTech on notice of Synopsys' good faith belief that ATopTech copied proprietary
4 PrimeTime and GoldTime command sets into Aprisa, in violation of the CPLA agreement and
5 Synopsys' valuable intellectual property rights, including those covered by Synopsys' PrimeTime
6 and GoldTime federal copyright registrations.

7 45. Synopsys set a June 10, 2013 deadline for completion of the audit. The June 10
8 deadline came and went without ATopTech providing any of the requested information.

9 46. On June 17, 2013, Synopsys again gave ATopTech the opportunity to demonstrate
10 that it had not copied and was in compliance with the license agreements. ATopTech still refused
11 to provide Synopsys with the information Synopsys requested under its contractual audit rights.

12 **COUNT I – COPYRIGHT INFRINGEMENT**

13 47. Synopsys incorporates paragraphs 1-46 as though fully set forth herein.

14 48. The PrimeTime and GoldTime software and user documentation ("Copyrighted
15 Software") are original works of authorship and constitute copyrightable subject matter under the
16 copyright laws of the United States, 17 U.S.C. § 101 *et seq.* The Copyrighted Software has been
17 registered with the Copyright Office. The relevant U.S. Registration Numbers include: TX
18 7-261-049, TX 7-260-556, TX 7-670-937, TX 7-663-729, and TX 7-664-316. Synopsys is the
19 owner of all right, title and interest to the copyright registrations for the Copyrighted Software
20 and has complied in all respects with the laws governing copyright.

21 49. In compliance with copyright regulations, Synopsys filed with the Copyright
22 Office a copyright application, the registration fee and a deposit of the works being registered.
23 The effective date of the copyright registrations is the day on which an application, deposit and
24 fee have all been received in the Copyright Office. 17 U.S.C. § 410(d).

25 50. As owner of the Copyrighted Software, Synopsys enjoys the exclusive right to,
26 among other things, reproduce the Copyrighted Software, prepare derivative works and distribute
27 copies of the Copyrighted Software. 17 U.S.C. §§ 101, 106.

28 51. On information and belief, ATopTech had access to the Copyrighted Software,

1 copied portions of the Copyrighted Software and prepared derivative works based upon the
2 Copyrighted Software.

3 52. By its actions alleged above, ATopTech directly infringed, and will continue to
4 infringe, Synopsys' copyrights in the Copyrighted Software by reproducing and distributing its
5 Aprisa product and associated documentation.

6 53. On information and belief, ATopTech's infringement was deliberate, willful and in
7 disregard of Synopsys' rights, and was committed for the purpose of commercial gain.

8 54. The infringement of Synopsys' copyrights by ATopTech harmed and will continue
9 to irreparably harm Synopsys unless restrained by this Court. Synopsys' remedy at law is not
10 adequate, by itself, to compensate for the harm inflicted and threatened by ATopTech. Thus, in
11 addition to all other remedies to which it is entitled, Synopsys is entitled to injunctive relief
12 restraining ATopTech, its officers, agents, employees and all persons acting in concert with it,
13 from engaging in further acts of copyright infringement as described herein.

14 55. Synopsys is also entitled to recover from ATopTech the damages it has suffered
15 and will continue to suffer as a result of ATopTech's infringement, in actual amounts to be
16 proven at trial and including, but not limited to, any and all gains, profits and advantages
17 ATopTech has gained as a result of its infringement. In the alternative, Synopsys is entitled to
18 statutory damages pursuant to 17 U.S.C. § 504(c).

19 56. Synopsys is also entitled to recover its attorney's fees and costs of suit pursuant to
20 17 U.S.C. § 505.

21 **COUNT II – TRADE SECRET MISAPPROPRIATION**

22 57. Synopsys incorporates paragraphs 1-56 as though fully set forth herein.

23 58. The Synopsys confidential and proprietary information alleged in this complaint
24 contains processes and information that are Synopsys trade secrets within the meaning of the
25 California Uniform Trade Secrets Act, California Civil Code §§ 3426, *et. seq.* Such information
26 derives actual and potential economic value from not being generally known to the public or to
27 other persons who can obtain economic value from their disclosure or use.

28 59. Synopsys made reasonable efforts under the circumstances to maintain and protect

1 the secrecy of such trade secrets including disclosing such information only pursuant to strict
2 confidentiality requirements.

3 60. On information and belief, ATopTech misappropriated Synopsys' trade secrets by
4 improperly acquiring, using and/or disclosing the trade secrets without Synopsys' authorization or
5 consent and by permitting third parties to use the trade secrets without Synopsys' authorization or
6 consent.

7 61. ATopTech knew or had reason to know that the trade secrets were proprietary and
8 secret and that any such information was derived from a person who utilized improper means to
9 acquire it or acquired under circumstances giving rise to a duty to maintain secrecy or limit use.

10 62. ATopTech's misappropriation of Synopsys' trade secrets has caused and will
11 continue to cause Synopsys substantial injury, including, but not limited to, lost profits and the
12 diminution in value of its trade secrets. In addition, ATopTech has been unjustly enriched by its
13 misappropriation of Synopsys' trade secrets.

14 63. Synopsys is entitled to recover its actual damages for ATopTech's
15 misappropriation and to recover for ATopTech's unjust enrichment resulting from the
16 misappropriation.

17 64. Synopsys also suffered irreparable harm as a result of ATopTech's activities and
18 will continue to suffer irreparable injury that cannot be adequately remedied at law unless
19 ATopTech, and its officers, agents, and employees and all persons acting in concert with them,
20 are enjoined from engaging in any further acts of misappropriation. Synopsys also is entitled to
21 injunctive relief restraining ATopTech's improper use and disclosure of Synopsys trade secrets.

22 65. On information and belief, ATopTech's misappropriation of Synopsys trade
23 secrets was and is willful and malicious, and accordingly, Synopsys is entitled to an award of
24 exemplary damages and reasonable attorneys' fees, costs and expenses.

25 **COUNT III – INFRINGEMENT OF THE '348 PATENT**

26 66. Synopsys incorporates paragraphs 1-65 as though fully set forth herein.

27 67. On information and belief, ATopTech has been and currently is directly infringing
28 one or more claims of the '348 Patent by making, using, offering to sell, and selling within the

1 United States products that embody the inventions disclosed and claimed in the '348 patent, or by
2 importing into the United States products that embody the inventions disclosed and claimed in
3 the '348 patent. The ATopTech products that infringe the '348 patent include, but are not limited
4 to, its Aprisa software products that embody the patented invention by analyzing and reducing
5 crosstalk effects on interconnects of an integrated circuit design represented as a netlist in a
6 manner that infringes the '348 Patent.

7 68. On information and belief, ATopTech has been, is currently, and unless enjoined,
8 will continue to actively induce, encourage or contribute to the infringement of the '348 Patent.
9 At least as of the filing of this Complaint, ATopTech has had knowledge and notice of the '348
10 Patent and nevertheless induced, encouraged or contributed to its customers' direct infringement
11 by providing, selling or offering for sale the Aprisa software that is designed and intended to
12 enable analyzing and reducing crosstalk effects on interconnects of an integrated circuit design
13 represented as a netlist in a manner that infringes the '348 Patent and by dictating by its design
14 and instructions to users thereto the manner in which the software is used causing such
15 infringement. On information and belief, ATopTech acted with specific intent to induce,
16 encourage or contribute to its customers' infringement.

17 69. ATopTech's acts of direct and indirect infringement are willful, as ATopTech
18 knew or should have known of the '348 Patent and that making, using, offering to sell and selling
19 within the United States, or importing into the United States, its Aprisa software products would
20 infringe the '348 Patent, but acted despite an objectively high likelihood that such activities
21 would infringe the patent.

22 70. As a direct and proximate cause of ATopTech's infringement and willful
23 infringement of the '348 Patent, Synopsys has suffered and will continue to suffer irreparable
24 injury unless and until ATopTech's acts of infringement are enjoined and restrained by order of
25 this Court. Synopsys has no adequate remedy at law and is entitled to a preliminary and
26 permanent injunction against ATopTech and its infringing products.

27 71. As a direct and proximate cause of ATopTech's infringement, Synopsys suffered
28 and will continue to suffer damages, in an amount to be determined at trial.

1 72. This case is an “exceptional” case within the meaning of 35 U.S.C. § 285 and
2 Synopsys is entitled to an award of attorneys fees.

3 **COUNT IV – INFRINGEMENT OF THE '941 PATENT**

4 73. Synopsys incorporates paragraphs 1-72 as though fully set forth herein.

5 74. On information and belief, ATopTech has been and currently is directly infringing
6 one or more claims of the '941 Patent by making, using, offering to sell, and selling within the
7 United States products that embody the inventions disclosed and claimed in the '941 patent, or by
8 importing into the United States products that embody the inventions disclosed and claimed in
9 the '941 patent. The ATopTech products that infringe the '941 patent include, but are not limited
10 to, its Aprisa or Apogee software products that embody the patented invention by providing off-
11 grid routing that automatically extends wire location representations from one grid to another grid
12 in a manner that infringes the '941 Patent.

13 75. On information and belief, ATopTech has been, is currently, and unless enjoined,
14 will continue to actively induce, encourage or contribute to the infringement of the '941 Patent.
15 At least as of the filing of this Complaint, ATopTech has had knowledge and notice of the '941
16 Patent and nevertheless induced, encouraged or contributed to its customers' direct infringement
17 by providing, selling or offering for sale the Aprisa or Apogee software that is designed and
18 intended to enable by providing off-grid routing that automatically extends wire location
19 representations from one grid to another grid in a manner that infringes the '941 Patent and by
20 dictating by its design and instructions to users thereto the manner in which the software is used
21 causing such infringement. On information and belief, ATopTech acted with specific intent to
22 induce, encourage or contribute to its customers' infringement.

23 76. ATopTech's acts of direct and indirect infringement are willful, as ATopTech
24 knew or should have known of the '941 Patent and that making, using, offering to sell and selling
25 within the United States, or importing into the United States, its Aprisa or Apogee software
26 products would infringe the '941 Patent, but acted despite an objectively high likelihood that such
27 activities would infringe the patent.

28 77. As a direct and proximate cause of ATopTech's infringement and willful

1 infringement of the '941 Patent, Synopsys has suffered and will continue to suffer irreparable
2 injury unless and until ATopTech's acts of infringement are enjoined and restrained by order of
3 this Court. Synopsys has no adequate remedy at law and is entitled to a preliminary and
4 permanent injunction against ATopTech and its infringing products.

5 78. As a direct and proximate cause of ATopTech's infringement, Synopsys suffered
6 and will continue to suffer damages, in an amount to be determined at trial.

7 79. This case is an "exceptional" case within the meaning of 35 U.S.C. § 285 and
8 Synopsys is entitled to an award of attorneys fees.

9 **COUNT V – INFRINGEMENT OF THE '127 PATENT**

10 80. Synopsys incorporates paragraphs 1-79 as though fully set forth herein.

11 81. On information and belief, ATopTech has been and currently is directly infringing
12 one or more claims of the '127 Patent by making, using, offering to sell, and selling within the
13 United States products that embody the inventions disclosed and claimed in the '127 patent, or by
14 importing into the United States products that embody the inventions disclosed and claimed in
15 the '127 patent. The ATopTech products that infringe the '127 patent include, but are not limited
16 to, its Aprisa software products that embody the patented invention by providing static timing
17 analysis that utilizes through exceptions in a manner that infringes the '127 Patent.

18 82. On information and belief, ATopTech has been, is currently, and unless enjoined,
19 will continue to actively induce, encourage or contribute to the infringement of the '127 Patent.
20 At least as of the filing of this Complaint, ATopTech has had knowledge and notice of the '127
21 Patent and nevertheless induced, encouraged or contributed to its customers' direct infringement
22 by providing, selling or offering for sale the Aprisa software that is designed and intended to
23 enable by providing static timing analysis that utilizes through exceptions in a manner that
24 infringes the '127 Patent and by dictating by its design and instructions to users thereto the
25 manner in which the software is used causing such infringement. On information and belief,
26 ATopTech acted with specific intent to induce, encourage or contribute to its customers'
27 infringement.

28 83. ATopTech's acts of direct and indirect infringement are willful, as ATopTech

1 knew or should have known of the '127 Patent and that making, using, offering to sell and selling
2 within the United States, or importing into the United States, its Aprisa software products would
3 infringe the '127 Patent, but acted despite an objectively high likelihood that such activities
4 would infringe the patent.

5 84. As a direct and proximate cause of ATopTech's infringement and willful
6 infringement of the '127 Patent, Synopsys has suffered and will continue to suffer irreparable
7 injury unless and until ATopTech's acts of infringement are enjoined and restrained by order of
8 this Court. Synopsys has no adequate remedy at law and is entitled to a preliminary and
9 permanent injunction against ATopTech and its infringing products.

10 85. As a direct and proximate cause of ATopTech's infringement, Synopsys suffered
11 and will continue to suffer damages, in an amount to be determined at trial.

12 86. This case is an "exceptional" case within the meaning of 35 U.S.C. § 285 and
13 Synopsys is entitled to an award of attorneys fees.

14 **COUNT VI – INFRINGEMENT OF THE '967 PATENT**

15 87. Synopsys incorporates paragraphs 1-86 as though fully set forth herein.

16 88. On information and belief, ATopTech has been and currently is directly infringing
17 one or more claims of the '967 Patent by making, using, offering to sell and selling within the
18 United States products that embody the inventions disclosed and claimed in the '967 patent, or by
19 importing into the United States products that embody the inventions disclosed and claimed in
20 the '967 patent. The ATopTech products that infringe the '967 patent include, but are not limited
21 to, its Aprisa or Apogee software products that embody the patented invention by physically
22 designing integrated circuits utilizing hierarchical partitioning in a manner that infringes the '967
23 Patent.

24 89. On information and belief, ATopTech has been, is currently, and unless enjoined,
25 will continue to actively induce, encourage or contribute to the infringement of the '967 Patent.
26 At least as of the filing of this Complaint, ATopTech has had knowledge and notice of the '967
27 Patent and nevertheless induced, encouraged or contributed to its customers' direct infringement
28 by providing, selling or offering for sale the Aprisa or Apogee software that is designed and

1 intended to enable the physical design of integrated circuits utilizing hierarchical partitioning in a
2 manner that infringes the '967 Patent and by dictating by its design and instructions to users
3 thereto the manner in which the software is used causing such infringement. On information and
4 belief, ATopTech acted with specific intent to induce, encourage or contribute to its customers'
5 infringement.

6 90. ATopTech's acts of direct and indirect infringement are willful, as ATopTech
7 knew or should have known of the '967 Patent and that making, using, offering to sell and selling
8 within the United States, or importing into the United States, its Aprisa or Apogee software
9 products would infringe the '967 Patent, but acted despite an objectively high likelihood that such
10 activities would infringe the patent.

11 91. As a direct and proximate cause of ATopTech's infringement and willful
12 infringement of the '967 Patent, Synopsys has suffered and will continue to suffer irreparable
13 injury unless and until ATopTech's acts of infringement are enjoined and restrained by order of
14 this Court. Synopsys has no adequate remedy at law and is entitled to a preliminary and
15 permanent injunction against ATopTech and its infringing products.

16 92. As a direct and proximate cause of ATopTech's infringement, Synopsys suffered
17 and will continue to suffer damages, in an amount to be determined at trial.

18 93. This case is an "exceptional" case within the meaning of 35 U.S.C. § 285 and
19 Synopsys is entitled to an award of attorneys' fees.

20 **COUNT VII – VIOLATION OF FEDERAL COMPUTER FRAUD AND ABUSE ACT**

21 94. Synopsys incorporates paragraphs 1-93 as though fully set forth herein.

22 95. Defendants violated the Computer Fraud and Abuse Act, 18 U.S.C.
23 § 1030(a)(2)(C), by intentionally accessing a computer used for interstate commerce or
24 communication, by exceeding authorized access to such a computer by obtaining materials to
25 which it did not have a license, thereby obtaining information from such a protected computer.

26 96. The computer system, SolvNet, that ATopTech accessed as described above
27 constitutes a "protected computer" within the meaning of 18 U.S.C. § 1030(e)(2).

28 97. Synopsys suffered loss by reason of these violations, including, without limitation,

1 losses incurred during the investigation of ATopTech's improper access in an amount to be
2 proven at trial, but, in any event, over \$5000.00 aggregated over a one-year period.

3 98. ATopTech's unlawful access to and theft from SolvNet also caused Synopsys
4 irreparable injury. Unless restrained and enjoined, ATopTech will continue to commit such acts.
5 Synopsys' remedy at law is not adequate to compensate for these inflicted and threatened injuries,
6 entitling Synopsys to remedies including injunctive relief under 18 U.S.C. § 1030(g).

7 **COUNT VIII – CALIFORNIA PENAL CODE 502 - COMPREHENSIVE COMPUTER**
8 **DATA ACCESS AND FRAUD ACT**

9 99. Synopsys incorporates paragraphs 1-98 as though fully set forth herein.

10 100. ATopTech violated California Penal Code § 502(c)(2) by knowingly and without
11 permission accessing, or causing to be accessed, SolvNet and taking, copying and making use of
12 data and files from SolvNet without permission.

13 101. Synopsys owns SolvNet and the documents, software and materials stored thereon.

14 102. As a direct and proximate result of ATopTech's unlawful conduct within the
15 meaning of California Penal Code § 502, ATopTech caused damage to Synopsys in an amount to
16 be proven at trial. Synopsys is also entitled to recover its reasonable attorneys' fees pursuant to
17 California Penal Code § 502(e).

18 103. On information and belief, the aforementioned acts of ATopTech were willful and
19 malicious in that ATopTech's acts described above were done with the deliberate intent to injure
20 Synopsys' business and improve its own and in violation of its license agreements. Synopsys is
21 therefore entitled to punitive damages pursuant to California Penal Code § 502(e)(4).

22 104. Synopsys also suffered irreparable injury from these acts, and due to the
23 continuing threat of injury, has no adequate remedy at law, entitling Synopsys to injunctive relief.

24 **COUNT IX – CALIFORNIA BUSINESS & PROFESSIONAL CODE § 17200 – UNFAIR**
25 **COMPETITION**

26 105. Synopsys incorporates paragraphs 1-104 as though fully set forth herein.

27 106. ATopTech engaged in unlawful business acts or practices by committing acts
28 including computer fraud, breach of contract and other illegal acts and practices as alleged above,

1 all in an effort to gain unfair competitive advantage over Synopsys.

2 107. The acts and conduct of ATopTech constitute fraudulent, unlawful and unfair
3 competition as defined by California Bus. & Prof. Code §§ 17200, *et seq.*

4 108. ATopTech's conduct constitutes violations of numerous state and federal statutes
5 and codes, including, but not limited to, violation of the Computer Fraud and Abuse Act, 18
6 U.S.C. §§ 1030 *et seq.*, unauthorized access to computers, Cal. Penal Code § 502, and improper
7 use of Synopsys' proprietary and confidential materials.

8 109. ATopTech improperly and unlawfully took commercial advantage of Synopsys'
9 substantial investment in its confidential, proprietary and copyrighted PrimeTime and GoldTime
10 software and user manuals, as well as confidential and proprietary materials hosted on SolvNet.
11 In light of ATopTech's conduct, it would be inequitable to allow ATopTech to retain the benefit
12 of the funds obtained though the unauthorized and unlawful use of Synopsys' property.

13 110. ATopTech's unfair business practices caused and are causing Synopsys to suffer
14 competitive harm and damages.

15 111. As a direct and proximate result of ATopTech's unfair competition, Synopsys also
16 suffered irreparable injury and, unless ATopTech is enjoined from such unfair competition, will
17 continue to suffer irreparable injury, whereby Synopsys has no adequate remedy at law.

18 **COUNT X – COMMON LAW MISAPPROPRIATION**

19 112. Synopsys incorporates paragraphs 1-111 as though fully set forth herein.

20 113. To the extent that any portion of Synopsys' Copyrighted Software is found not to
21 be protectable under copyright or found not to be protectable trade secrets, ATopTech engaged in
22 common law misappropriation under California law through its improper acquisition, use and
23 disclosure of Synopsys' Copyrighted Software and confidential and proprietary information,
24 including those materials improperly accessed and downloaded from SolvNet.

25 114. Synopsys invested substantial time, labor, skill and money to create and augment
26 the Copyrighted Software and its proprietary support materials, such as technical documents
27 related to PrimeTime and IC Compiler. Synopsys also invested substantial time, labor, skill and
28 money in advertising, promoting and developing the market for PrimeTime and GoldTime.

1 115. On information and belief, ATopTech, who had access to the Copyrighted
2 Software at least through its access to the GoldTime software and user documentation as part of
3 the CPLA, appropriated and used the Copyrighted Software at little or no cost by copying
4 portions of the Copyrighted Software and its documentation.

5 116. On information and belief, ATopTech appropriated and used other Synopsys'
6 proprietary technical documents, which ATopTech had improperly accessed and downloaded
7 from SolvNet at little or no cost.

8 117. ATopTech's copying and use of the Copyrighted Software, as well as its
9 misappropriation of the Synopsys proprietary technical documentation, was without the
10 authorization or consent of Synopsys, who restricted ATopTech from "incorporate[ing]" any
11 portion of GoldTime into ATopTech's products, and who never licensed any portion of
12 PrimeTime to ATopTech.

13 118. Synopsys has been injured by ATopTech's misappropriation of portions of the
14 Copyrighted Software and proprietary materials at least through the loss of competitive position,
15 in an amount to be proven at trial.

16 119. As a result of such misappropriation, Synopsys also suffered irreparable injury and,
17 unless ATopTech is enjoined, will continue to suffer irreparable injury, whereby Synopsys has no
18 adequate remedy at law.

19 **COUNT XI – BREACH OF CONTRACT – BREACH OF CPLA**

20 120. Synopsys incorporates paragraphs 1-119 as though fully set forth herein.

21 121. ATopTech and Synopsys were parties to the CPLA, a valid contract.

22 122. Synopsys performed all conditions, covenants and promises required on its part to
23 be performed in accordance with the CPLA's terms and conditions.

24 123. ATopTech breached its obligations under the CPLA by using the licensed
25 GoldTime software for purposes other than those specifically permitted under the agreement,
26 misappropriating Synopsys' proprietary trade secrets and other confidential information in
27 violation of the license grant and disclosing confidential information in its Aprisa documentation.

28 124. As a direct and proximate result of ATopTech's breaches, Synopsys has been

1 damaged in an amount to be proven at trial.

2 125. Additionally, in Section 10.12 of the CPLA, the parties agreed that a material
3 breach in a manner adversely affecting intellectual property rights in the licensed software or
4 confidential information would cause irreparable injury for which monetary damages would not
5 suffice. ATopTech's incorporating confidential input and output formats into Aprisa user
6 documentation, as well as possessing and using GoldTime software and other confidential
7 information following the CPLA's termination, materially breaches Sections 5.2 and 7.3 and
8 impairs Synopsys' intellectual property rights in those materials. Unless restrained and enjoined,
9 ATopTech will continue to harm Synopsys' intellectual property rights. Synopsys' remedy at law
10 is not adequate to compensate for these inflicted and threatened injuries, entitling Synopsys to
11 injunctive relief requiring ATopTech to cease all use of the GoldTime software and
12 documentation to which it no longer has a license and to "return or destroy" all copies of
13 Synopsys' confidential information, including the GoldTime software, as required by Section 7.3.

14 **COUNT XII – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
15 **DEALING**

16 126. Synopsys incorporates paragraphs 1-125 as though fully set forth herein.

17 127. ATopTech and Synopsys were parties to the CPLA.

18 128. Synopsys performed all conditions, covenants and promises required on its part to
19 be performed in accordance with the CPLA's terms and conditions.

20 129. The CPLA contained an implied covenant of good faith and fair dealing that
21 neither party will engage in any act or conduct which deprives the other party of the benefits of
22 the contracts. ATopTech repeatedly breached the implied covenants in the CPLA by failing to
23 maintain the confidentiality of the proprietary information disclosed to ATopTech under the
24 CPLA and failing to comply with Synopsys' attempts to verify ATopTech's compliance with the
25 CPLA.

26 130. ATopTech's conduct was independently wrongful beyond mere breaches of the
27 CPLA. ATopTech maintained a contractual relationship with Synopsys, and obtained extensions
28 under the CPLA, for the purpose of gaining access to Synopsys' proprietary information and

1 further used that relationship to improperly gain access to additional technical documentation on
2 SolvNet. ATopTech then refused to allow Synopsys to verify ATopTech's compliance with the
3 CPLA, and manufactured reasons for delaying and frustrating Synopsys' ability to verify
4 ATopTech's compliance or non-compliance. ATopTech's bad faith conduct denied and was
5 calculated to deny Synopsys the benefit of the CPLA, including its bargained for expectation that
6 ATopTech would protect Synopsys's confidential and proprietary information from improper use
7 and disclosure and would provide Synopsys with the ability to ensure that ATopTech was acting
8 in compliance with the CPLA.

9 131. The wrongful acts of ATopTech described herein, including its breaches of the
10 implied covenant contained in the CPLA, were at all relevant times undertaken in bad faith.

11 132. Synopsys suffered damage as a result of these breaches of the implied covenant in
12 an amount to be proven at trial.

13 **RELIEF SOUGHT**

14 WHEREFORE, Synopsys asks the Court to award judgment against ATopTech:

15 A. For injunctive relief under 17 U.S.C. § 502 enjoining ATopTech, its officers,
16 agents, servants, employees, successors, assigns and all persons acting in concert with it or them,
17 from directly or indirectly engaging in acts that infringe Synopsys' copyrights;

18 B. For an award of actual damages and any additional infringer's profits under 17
19 U.S.C. § 504 together with pre-judgment and post-judgment interest on the damages awarded; or
20 if elected prior to final judgment, statutory damages pursuant to 17 U.S.C. §504(c);

21 C. For an award of attorneys' fees and costs pursuant to 17 U.S.C. § 505;

22 D. For injunctive relief enjoining ATopTech, its officers, agents, servants, employees,
23 successors, assigns and all persons acting in concert with it or them, from directly or indirectly
24 engaging in acts that misappropriate Synopsys' trade secrets pursuant to Cal. Civ. Code § 3426.2;

25 E. For an award of actual damages caused by ATopTech's trade secret
26 misappropriation and any unjust enrichment caused by ATopTech's trade secret misappropriation
27 that is not taken into account in computing damages for actual loss pursuant to Cal. Civ. Code
28 § 3426.3(a); or if not provable, a reasonable royalty pursuant to Cal. Civ. Code § 3426.3(b);

1 F. For entry of a judgment declaring that willful and malicious misappropriation
2 exists and awarding exemplary damages pursuant to Cal. Civ. Code § 3426.3(c) and costs and
3 reasonable attorneys' fees pursuant to Cal. Civ. Code § 3426.4;

4 G. For a judgment that ATopTech infringed one or more claims of the '348 Patent;

5 H. For a judgment that ATopTech infringed one or more claims of the '941 Patent;

6 I. For a judgment that ATopTech infringed one or more claims of the '127 Patent;

7 J. For a judgment that ATopTech infringed one or more claims of the '967 Patent;

8 K. For injunctive relief under 35 U.S.C. § 283 enjoining ATopTech, its officers,
9 agents, servants, employees, successors, assigns and all persons acting in concert with it or them,
10 from directly or indirectly engaging in acts that infringe the patents-in-suit;

11 L. For an award of damages under 35 U.S.C. § 284, including an accounting of
12 damages, adequate to compensate Synopsys for all damages caused by ATopTech's patent
13 infringement, together with pre-judgment and post-judgment interest on the damages awarded;

14 M. For entry of a judgment declaring this case exceptional and awarding to Synopsys
15 its reasonable attorneys' fees, disbursements and costs in accordance with at least 17 U.S.C. §§
16 505, 1203 and 35 U.S.C. § 285;

17 N. For injunctive relief under 18 U.S.C. § 1030 (g) enjoining ATopTech, its officers,
18 agents, servants, employees, successors, assigns and all persons acting in concert with it or them,
19 from improperly accessing Synopsys' protected computers;

20 O. For an award to Synopsys under 35 U.S.C. § 1030 (g) for its actual damages
21 sustained as a result of ATopTech's improper access to its protected computers;

22 P. For injunctive relief under California Penal Code 502(e) enjoining ATopTech, its
23 officers, agents, servants, employees, successors, assigns and all persons acting in concert with it
24 or them, from improperly accessing Synopsys' computer systems;

25 Q. For an award to Synopsys under California Penal Code 502(e) for its actual
26 damages sustained as a result of ATopTech's improper access to its computer systems, as well as
27 punitive damages under California Penal Code 502(e)(4);
28

1 R. For an award to Synopsys of its reasonable attorneys' fees, disbursements and
2 costs in accordance with California Penal Code 502(e)(2);

3 S. For injunctive relief under California Bus. & Prof. Code §§ 17200, *et seq.*
4 enjoining ATopTech, its officers, agents, servants, employees, successors, assigns and all persons
5 acting in concert with it or them, from engaging in the unfair business practices detailed above;

6 T. For injunctive relief for Common Law Misappropriation, enjoining ATopTech, its
7 officers, agents, servants, employees, successors, assigns and all persons acting in concert with it
8 or them, from misappropriating and using Synopsys' proprietary information;

9 U. For an award to Synopsys of its actual damages sustained as a result of
10 ATopTech's Common Law Misappropriation;

11 V. For an award of actual damages sustained as a result of ATopTech's breach of the
12 CPLA;

13 W. For injunctive relief requiring ATopTech to cease all use of any portion of the
14 GoldTime software to which it no longer has a license and to "return or destroy" all copies of
15 Synopsys' confidential information;

16 X. For an award to Synopsys of its actual damages sustained as a result of
17 ATopTech's breach of the implied covenant of good faith and fair dealing; and

18 Y. Any and all other and legal or equitable relief that the Court deems just and proper.
19

20 Dated: June 26, 2013

Respectfully submitted,

21 JONES DAY

22 By: 

23 Patrick T. Michael

24 Attorneys for Plaintiff
25 SYNOPSIS, INC.
26
27
28

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Synopsys demands a trial by jury of all issues triable of right by jury.

Dated: June 26, 2013

Respectfully submitted,

JONES DAY

By: 

Patrick T. Michael

Attorneys for Plaintiff
SYNOPSYS, INC.

SVI-126943v1