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AUTODESK, INC.
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

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AUTODESK, INC.,

Plaintiff,

v.

ZWCAD SOFTWARE CO., LTD., ZWCAD
DESIGN CO., LTD., and GLOBAL FORCE
DIRECT, LLC. (doing business as
ZWCADUSA),

Defendants.

Case No.

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT AND TRADE
SECRET MISAPPROPRIATION**

1 Plaintiff Autodesk, Inc. (“Autodesk”), for its Complaint against Defendants ZWCAD
2 Software Co., Ltd., ZWCAD Design Co., Ltd., and Global Force Direct, LLC (collectively,
3 “Defendants”), alleges as follows:

4 **PARTIES**

5 1. Founded in 1982, Autodesk is a pioneer and worldwide leader in digital design
6 technologies. Autodesk provides design software and services to customers in the architectural,
7 engineering, construction, manufacturing, geospatial mapping, and digital media industries.
8 Companies around the globe use Autodesk’s computer-aided design (“CAD”) software to create
9 digital models and workflows that allow visualization, simulation, and analysis of designs before
10 implementation. Autodesk is a corporation organized under the laws of the State of Delaware and
11 has its corporate headquarters at 111 McInnis Parkway, San Rafael, California 94903.

12 2. Upon information and belief, Defendant ZWCAD Software Co., Ltd. is a corporation
13 organized under Chinese law with its principal place of business at 4F, No. 886, Tianhe North
14 Road, Guangzhou, 510635 People’s Republic of China.

15 3. Upon information and belief, Defendant ZWCAD Design Co., Ltd. is a corporation
16 organized under Chinese law with its principal place of business at 4F, No. 886, Tianhe North
17 Road, Guangzhou, 510635 People’s Republic of China. ZWCAD Software Co., Ltd. and/or
18 ZWCAD Design Co., Ltd. (individually or collectively, “ZWSOFT”) develop and distribute
19 products including the “ZWCAD” and “ZWCAD+” CAD software worldwide. Products
20 including ZWCAD+ 2014 can be downloaded and purchased directly from www.zwsoft.com in
21 the United States.

22 4. Upon information and belief, Defendant Global Force Direct, LLC, doing business as
23 “ZwcadUSA,” has offices at 268 Merriam Street, Weston, Massachusetts 02493. Upon
24 information and belief, ZwcadUSA is a distributor for ZWCAD and ZWCAD+ products in the
25 United States.

1 **JURISDICTION AND VENUE**

2 5. This Court has subject matter jurisdiction over Autodesk’s copyright and trade secret
3 misappropriation claims under 28 U.S.C. §§ 1331, 1338(a),(b), and 1367(a). The Court also has
4 diversity jurisdiction under 28 U.S.C. § 1332, as the amount in controversy exceeds \$75,000.00.

5 6. This Court has personal jurisdiction over Defendants. Defendants have conducted
6 and conduct business within the State of California and within this District. Defendants have
7 purposefully aimed the effects of their conduct to cause harm in the State of California and within
8 this District. Defendants, directly or through intermediaries, make, distribute, offer for sale or
9 license, sell or license, or advertise their products and services in the United States, the State of
10 California, and this District.

11 7. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or
12 omissions giving rise to the claim occurred or a substantial part of property that is the subject of
13 the action is situated in this District.

14 **INTRADISTRICT ASSIGNMENT**

15 8. This is an Intellectual Property Action to be assigned on a district-wide basis
16 pursuant to Civil Local Rule 3-2(c).

17 **BACKGROUND**

18 **A. Autodesk’s History of Innovation**

19 9. CAD software is used in design applications by architects, engineers, manufacturers,
20 and others. It allows users to create and document their designs and visualize, simulate, and
21 analyze real-world performance early in the design process by creating digital prototypes.

22 10. Autodesk is well-known for its leadership and innovation in the field of CAD
23 software. Autodesk introduced its flagship product, the AutoCAD® program, in 1982. The
24 initial version of the program was a CAD application designed to run on the computer systems of
25 the time, such as the then “new” IBM Personal Computer (PC) “microcomputer.” AutoCAD
26 offered design professionals the capability to create detailed technical drawings, but was still
27 affordable even for smaller design, engineering, and architecture firms. Due to its revolutionary
28 capabilities and instant appeal, AutoCAD became an industry favorite in the 1980s.

1 11. Since AutoCAD's initial release, Autodesk has continually developed and enhanced
2 the product. Autodesk also has expanded its product line, offering discipline-specific AutoCAD
3 applications, such as AutoCAD Architecture, AutoCAD Mechanical, AutoCAD Electrical, and
4 AutoCAD Civil 3D, and model-based design programs, such as Autodesk Inventor and Revit.
5 Over the past two and a half decades, Autodesk has invested hundreds of millions of dollars in
6 research and development to improve and enlarge the functionality of its software products,
7 address emerging needs in the marketplace, and provide customers with state-of-the-art design
8 technology.

9 12. Through its commitment to quality and innovation, Autodesk has established
10 tremendous consumer goodwill. Autodesk currently does business in approximately 160
11 countries, and its customers include 100 percent of Fortune 100 companies and approximately 98
12 percent of Fortune 500 companies. With over twelve million users of its professional products,
13 Autodesk's AutoCAD and AutoCAD LT are two of the most widely used design software tools in
14 the world. In 2014, Autodesk was recognized as one of *Fortune Magazine's* World's Most
15 Admired Companies, ranking sixth in the Computer Software category.

16 **B. Autodesk's Protected Trade Secrets and Copyrights**

17 13. AutoCAD has been the cornerstone of Autodesk's innovation and growth since its
18 introduction. AutoCAD is not only Autodesk's largest revenue-generating product, but the
19 platform that underpins the company's portfolio of design product offerings.

20 14. The AutoCAD source code is one of the company's most valuable and
21 closely-guarded assets and trade secrets, and Autodesk has gone to great lengths to protect it.
22 Access to the source code is allowed only on an as-needed basis, and Autodesk protects the
23 source code by placing it in secured source code repositories. Autodesk employees must execute
24 agreements that require them to maintain the confidentiality of Autodesk's trade secret
25 information, including the AutoCAD source code.

26 15. Autodesk also owns well over a hundred registered U.S. copyrights relating to its
27 AutoCAD products. Examples include U.S. Copyright Registration Nos. TX0006576172,
28 TX0006586280, and TX0006589381.

1 **C. ZWSOFT’s Entry into the CAD Software Market**

2 16. ZWSOFT released its first CAD product, ZWCAD 1.0, in 2002. Subsequent
3 ZWSOFT products include ZWCAD 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, and
4 2012 and ZWCAD+ 2012 and 2014. ZWSOFT’s ZWCAD and ZWCAD+ products directly
5 compete with Autodesk’s AutoCAD products as CAD programs for the architectural,
6 engineering, construction, manufacturing, geospatial mapping, and digital media industries.

7 17. Rather than compete via innovation, ZWSOFT’s approach has been to mimic
8 AutoCAD as closely as possible. ZWSOFT and ZWcadUSA have not been shy about
9 highlighting this strategy of imitation in their marketing materials. For example, in an April 28,
10 2010 press release, ZwcadUSA emphasized that “most Auto[CAD] users can easily transition to
11 ZWCAD and become productive in less than a day.” In a December 3, 2010 press release,
12 ZwcadUSA alleged that “ZWCAD gives [users] the closest Autocad user experience.”
13 ZWSOFT’s product brochures for ZWCAD 2012 contend that “ZWCAD offers a working
14 environment almost identical to AutoCAD.”

15 18. ZWSOFT previously pursued its design objectives for ZWCAD through a license
16 from the IntelliCAD Technology Consortium (“ITC”), which develops the IntelliCAD CAD
17 platform. The IntelliCAD code base allows IntelliCAD’s over twenty licensees, including
18 ZWSOFT, to develop software that emulates AutoCAD’s interface, command set, and system
19 variables and that is compatible with AutoCAD’s “.dwg” file format. The IntelliCAD software
20 itself was originally developed by Softdesk, Inc., formerly an AutoCAD third party developer.

21 **D. ZWSOFT Introduces its “New” ZWCAD+ Software**

22 19. In 2012, ZWSOFT revealed a new direction for its ZWCAD technology. Instead of
23 continuing to develop its ZWCAD software based on the IntelliCAD platform, ZWSOFT
24 announced that it would transition to an entirely new, internally designed codebase called
25 “ZWCAD+.”

26 20. In a May 2, 2012 press release, ZWSOFT characterized the upcoming ZWCAD+
27 product as having “so many groundbreaking improvements.” When it unveiled the product two
28 months later, on July 16, 2012, ZWSOFT claimed that ZWCAD+ was “fundamentally different

1 from ZWCAD 2012 [because ZWSOFT] built the entire software from the ground up” and it had
2 a “[n]ew [c]ore.” It was for these reasons, ZWSOFT alleged, that it was “able to offer [its]
3 customers a more fluid and efficient design experience.”

4 21. Even while trumpeting ZWCAD+’s alleged originality, ZWSOFT and ZwcadUSA
5 continued to emphasize its close similarities to AutoCAD. ZWSOFT’s website, for example,
6 notes that ZWCAD+ responds identically to AutoCAD commands. ZwcadUSA’s website
7 describes ZWCAD+ as “[t]he [a]lternative that [o]ffers the [c]losest AutoCAD [e]xperience.”

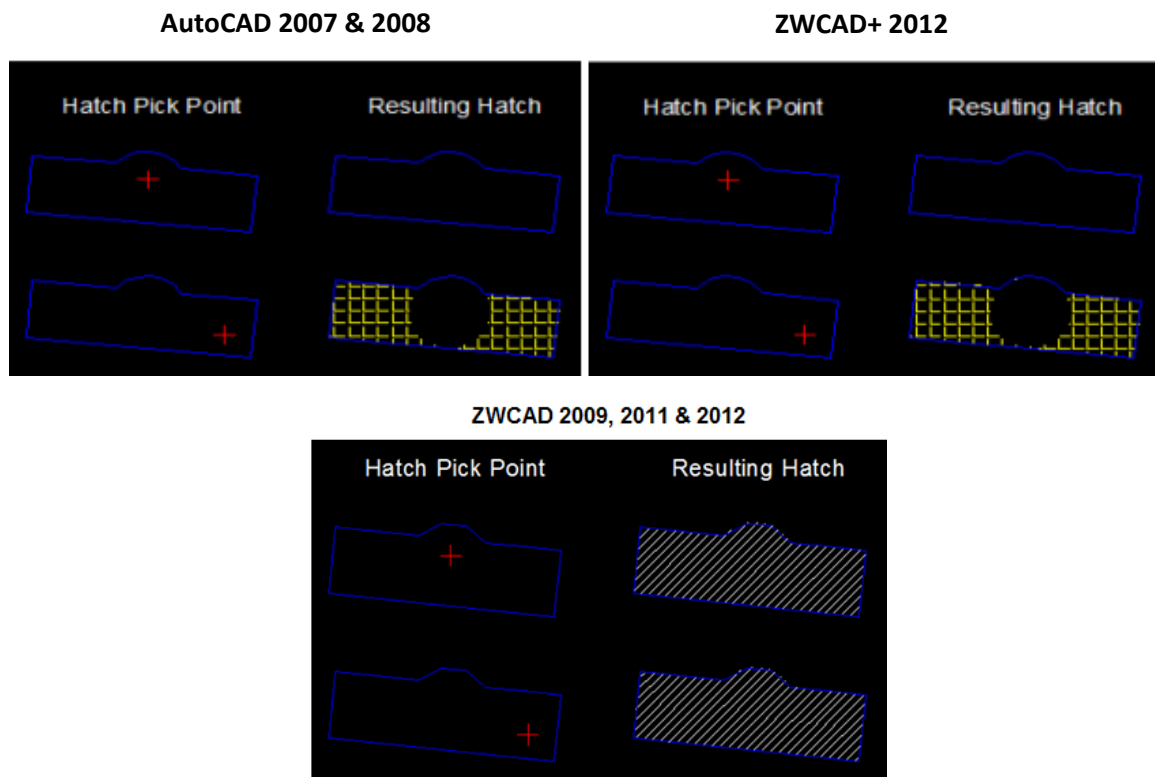
8 **E. ZWCAD+ is Built on Stolen AutoCAD Code**

9 22. ZWSOFT did not accomplish this remarkable transformation through innovation
10 and honest labor, but by misappropriating significant portions of Autodesk’s proprietary source
11 code. The “new” ZWCAD+ is not merely an AutoCAD “work-a-like,” and it does not just share
12 similar interfaces and commands. In crucial and unmistakable ways, ZWCAD+ performs
13 identically to prior versions of AutoCAD. This duplication, which is at the source code level,
14 could not have been accomplished through coincidence or the application of similar programming
15 logic.

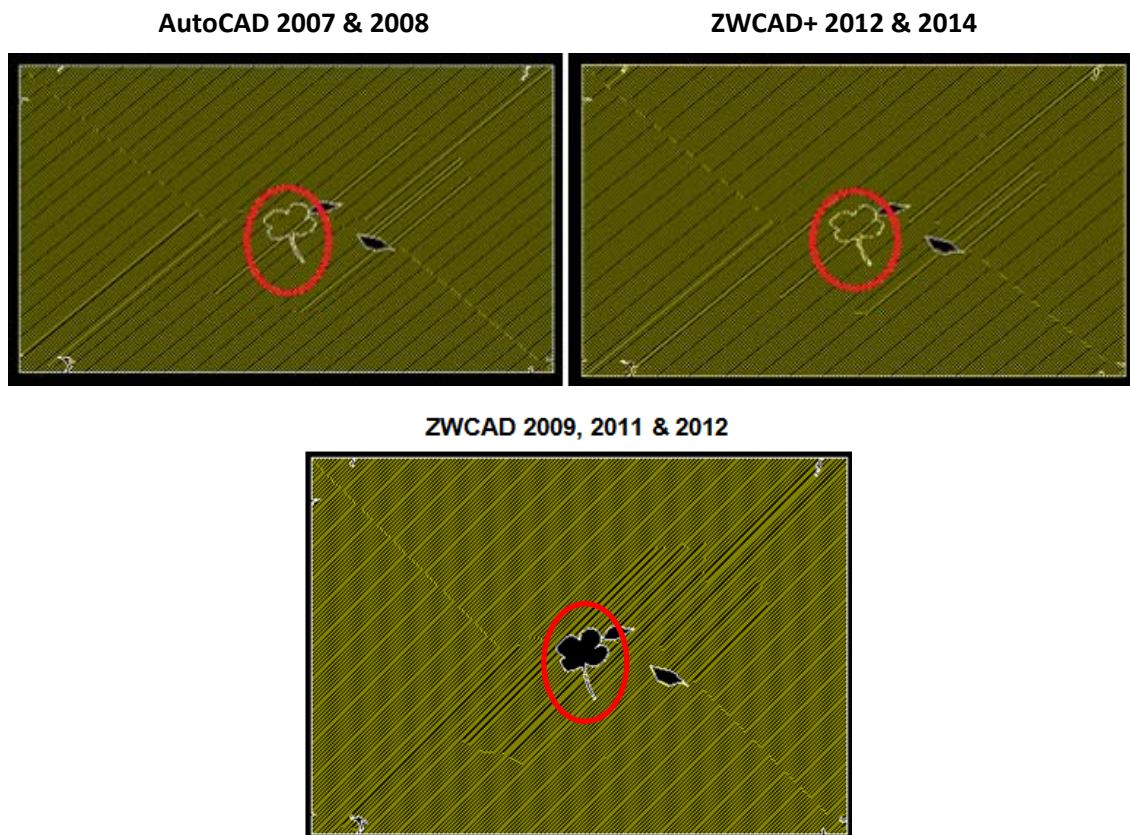
16 23. Software naturally evolves with the development of each new release and as new
17 technologies become available. This evolution results in distinctive signatures in the source code
18 – much like the unique patterns in the genetic code of living organisms. Just as the existence of
19 mutations and other anomalies can demonstrate genetic lineage, the existence of “bugs,”
20 programming remnants, and other idiosyncrasies in software code can establish programming
21 lineage. All software code has quirks, but no two independently developed pieces of code should
22 have *identical* quirks.

23 24. As described below, the new ZWCAD+ displays precise idiosyncrasies and even
24 now-corrected “bugs” that were once found in AutoCAD – features that could not have been
25 introduced without the wholesale copying of significant portions of Autodesk’s proprietary source
26 code. ZWCAD+ has clearly been built by someone with improper and illegal access to AutoCAD
27 source code. Just a sampling of idiosyncrasies demonstrating this copying include:
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- ZWCAD+ products respond identically to AutoCAD in ways that provide telltale signs of illegal copying when filling or “hatching” certain geometries. For example, AutoCAD 2007 and 2008 demonstrate two distinctive types of errors when hatching a very specific drawing. This drawing, which a user had provided to Autodesk for its analysis years ago, is composed of line and arc segments. In AutoCAD 2007 and 2008, selecting a specific “pick point” (*i.e.*, a specific point within the drawing) underneath the arc segment of this particular drawing results in a “Boundary Definition Error” message, such that the HATCH command will not be applied. Selecting a pick point near any of the four corners of the boundary, however, results in a partial hatch pattern. ZWCAD+ 2012 displays this precise, two-fold error – an example of code-level replication that defies logic or mere chance. By contrast, ZWSOFT’s earlier releases, ZWCAD (non-plus) 2009, 2011, and 2012, lack this error:

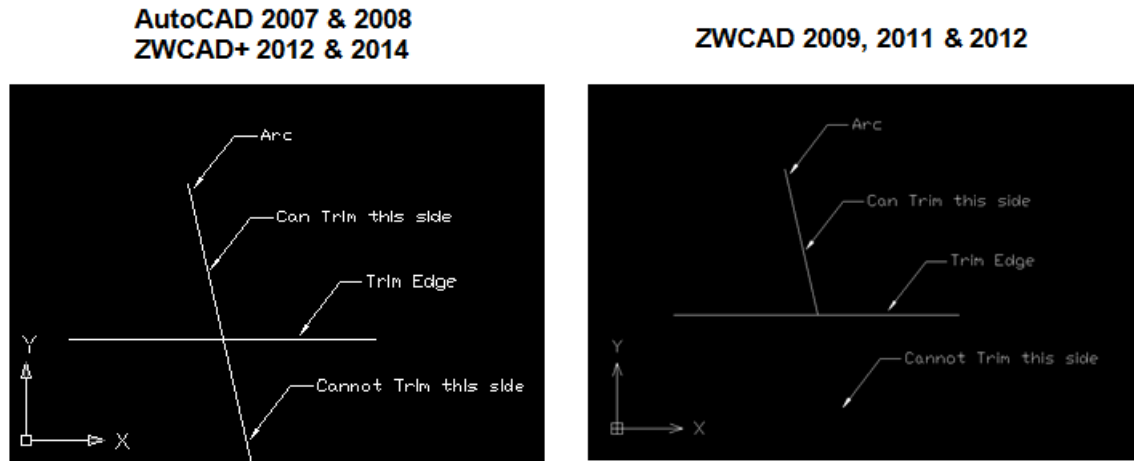


- 1 • ZWCAD+ 2012 and 2014 respond identically to AutoCAD 2007 and 2008 when
2 attempting to hatch another user-provided drawing. The freehand drawing,
3 depicted below, contains a rectangle with a stemmed clover and two flower petals.
4 In AutoCAD 2007 and 2008, selecting a specific pick point away from the clover
5 and the petals and then applying the HATCH command causes the clover itself to
6 be hatched – but not the petals. ZWCAD+ 2012 and 2014 display the same error
7 as AutoCAD 2007 and 2008. Again, ZWCAD (non-plus) 2009, 2011, and 2012
8 lack this error:

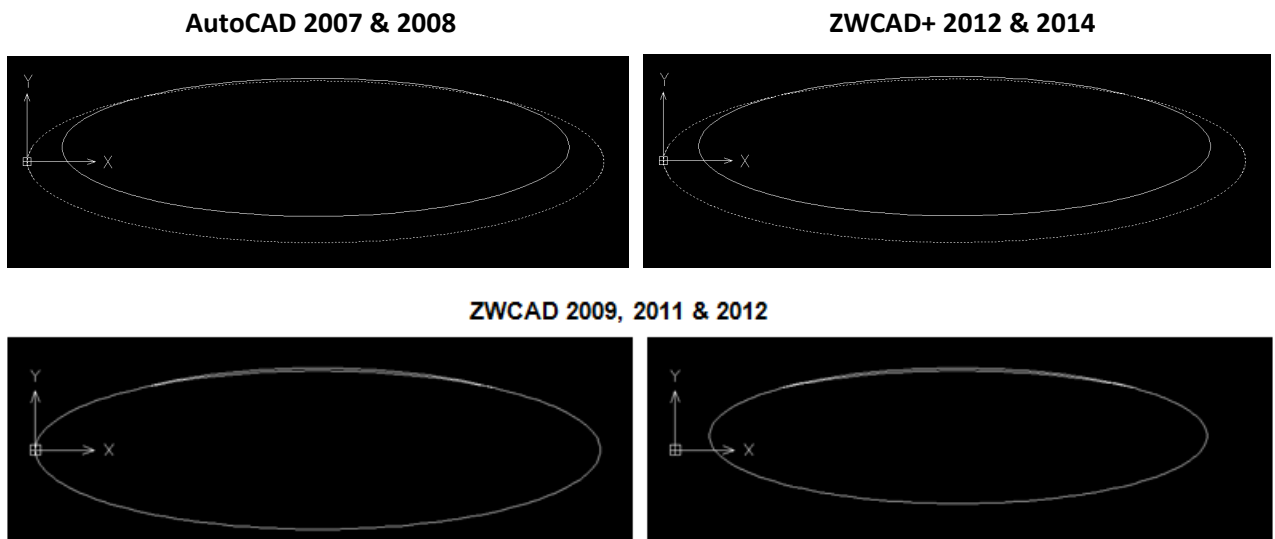


- 13 • ZWCAD+ 2012 and 2014 display an identical error to AutoCAD 2007 and 2008
14 when trimming certain shallow arcs, *i.e.*, deleting a portion of the arc falling on
15 one side of an “edge.” In AutoCAD 2007 and 2008, trimming a very shallow (*i.e.*,
16 large-radiused) arc results in an unusual error: only the portion above the trim
17 edge can be trimmed, but not that below. ZWCAD+ 2012 and 2014 display the
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1 identical error as AutoCAD 2007 and 2008. ZWCAD (non-plus) 2009, 2011, and
 2 2012 do not, instead allowing the bottom portion to be trimmed:



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- 12 • ZWCAD+ 2012 and 2014 display an identical error to AutoCAD 2007 and 2008
 13 when trimming ellipses with relatively close radii. In particular, the trim operation
 14 cannot trim such ellipses in AutoCAD 2007 and 2008 and also in ZWCAD+ 2012
 15 and 2014. By contrast, ZWCAD (non-plus) 2009, 2011, and 2012 allow the
 16 trimming of either ellipsis:



- 26 • An idiosyncrasy in AutoCAD 2007 and 2008 concerning the “FILLET” command
 27 also appears in ZWCAD+ 2012 and 2014. For example, two polyline segments at
 28 a right angle to one another can be located near the origin (0,0) with their ends in

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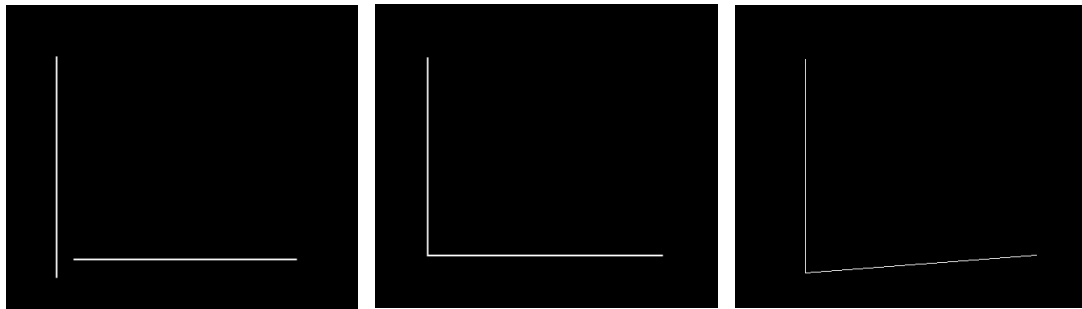
close proximity. Applying the FILLET command with an arc radius of 0° to these segments creates a right angle between them. But if the segments are moved away from the origin (*e.g.*, to 200,200), performing the FILLET command causes the two lines to form an acute angle. ZWCAD+ 2012 and 2014 display the identical error as AutoCAD 2007 and 2008. ZWCAD (non-plus) 2009, 2011, and 2012 do not:

AutoCAD 2007 & 2008

Lines before fillet

Fillet near origin

Fillet far away from origin
(moved from 0,0 to 200,200)



ZWCAD+ 2012 & 2014

Lines before fillet

Fillet near origin

Fillet far away from origin
(moved from 0,0 to 200,200)

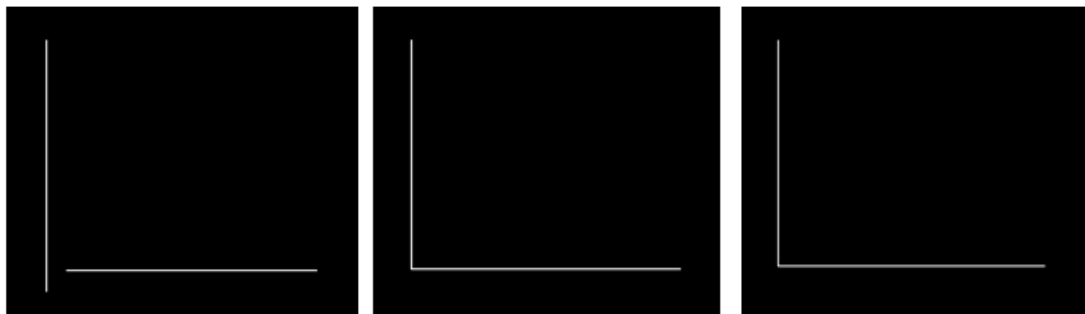


ZWCAD 2009, 2011 & 2012

Lines before fillet

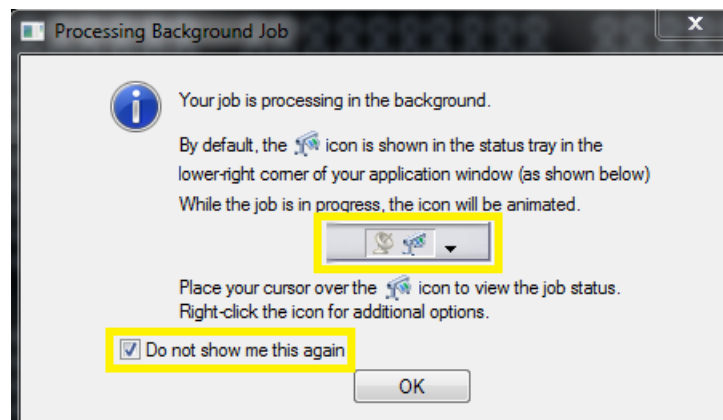
Fillet near origin

Fillet far away from origin
(moved from 0,0 to 200,200)



1 25. As shown above, none of the preceding idiosyncrasies appears in ZWCAD (non-
2 plus) 2009, 2011, or 2012, which were based on the IntelliCAD code base. The absence of these
3 idiosyncrasies from prior ZWSOFT products – but their presence in ZWCAD+ 2012 and 2014 –
4 confirms ZWSOFT’s copying of significant portions of AutoCAD source code in developing
5 ZWCAD+.

6 26. ZWSOFT’s indiscriminate copying extends beyond mere programming quirks and
7 corrected bugs. ZWSOFT engineers incorporated AutoCAD code associated with functionality
8 that its software *cannot even perform*. For example, AutoCAD’s “Plot in background” feature
9 allows a drawing to be plotted in the background. While the background plot job is being
10 processed, AutoCAD 2007 and 2008 display the following “Processing Background Job”
11 warning:



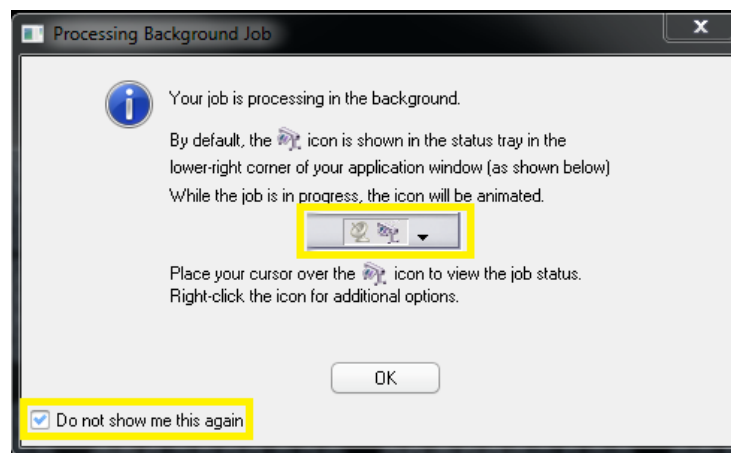
19 27. AutoCAD’s “Plot in background” option and its associated warning message have
20 several idiosyncrasies. First, the “Processing Background Job” warning message is not shown the
21 first time that the user chooses the PLOT command and then selects the “Plot in background
22 option.” Instead, it appears only when the user *repeats* this command. Second, a
23 “Communication Center” icon (left icon below) appears next to the “Plotter” icon (right icon
24 below) in the warning message:



27 The appearance of the Communication Center icon is an error, as the icon concerns software
28 updates and does not relate to plotting at all. Third, when the “Plot in background” warning

1 message appears for the very first time, its “Do not show me this again” option is pre-checked. If
 2 the user unchecks the “Do not show me this again” option, it will remain unchecked when the
 3 “Plot in background” warning message is subsequently displayed.

4 28. Although ZWCAD+ 2012 *does not support* the “Plot in background” feature, it
 5 displays the *same warning message* as in AutoCAD 2007 and 2008. Specifically, when the
 6 PLOT command is invoked after the “Plot in background” option has been selected, an identical
 7 “Processing Background Job” warning message appears in ZWCAD+ 2012. Moreover, as in
 8 AutoCAD 2007 and 2008, the user’s first invocation of the PLOT command with the “Plot in
 9 background” option does *not* cause this message to be displayed. ZWCAD+ 2012’s “Processing
 10 Background Job” warning message is indistinguishable from the same warning message in
 11 AutoCAD 2007 and 2008. The only differences are: (1) mirror images of the Communications
 12 Center and Plotter icons are displayed; and (2) the “Do not show me this again” option appears
 13 below the “OK” button:



22 29. The preceding examples further demonstrate that ZWSOFT did not build ZWCAD+
 23 “from the ground up” as it claims, but by copying significant portions of AutoCAD’s source code.
 24 There would have been no reason, for example, for ZWSOFT to have engineered ZWCAD+ to
 25 respond to the user’s hatch attempts in such an irregular and unexpected manner – but identically
 26 to AutoCAD 2007 and 2008. Nor is there any other explanation for ZWCAD+’s display of a
 27 warning message for a feature that it does not support (but that AutoCAD does) or the other
 28 idiosyncratic behaviors.

1 30. Still further ways in which ZWSOFT has copied AutoCAD products and source
2 code include:

- 3 • AutoCAD ships with the “acad.pat” hatch pattern file, which contains information
4 defining pre-defined hatch patterns. ZWCAD+ ships with the “ZWCAD.pat”
5 hatch pattern file. The contents of ZWCAD.pat file that shipped with ZWCAD+
6 2012 and 2014 are virtually identical to those in the acad.pat files for AutoCAD
7 2007 and 2008, with patterns appearing even in the same order. For example, the
8 only changes in the ZWCAD.pat file for ZWCAD+ 2012 are: (1) the prefix of the
9 filename has been altered (from “acad.pat” to “zwcad.pat”); (2) Autodesk’s
10 copyright notice and introductory note have been deleted; (3) the hatch pattern
11 naming convention has been altered from “ACAD” to “ZCAD”; and (4) four
12 sample patterns (in total) have been added.
- 13 • AutoCAD’s tool catalog file, named “commands.atc,” identifies customized tools
14 and tool palettes for specific disciplines (*e.g.*, mechanical, electrical, schematic,
15 piping, and plumbing). Many of the tools in the commands.atc file bear the prefix
16 “AcDb” (for “AutoCAD Database”), which Autodesk engineers used to refer to
17 internal classes when developing AutoCAD. ZWCAD+ ships with a tool catalog
18 file, “commands.ztc,” that is strikingly similar to AutoCAD commands.atc file.
19 For example, the only differences between AutoCAD 2008’s commands.atc file
20 and ZWCAD+ 2012’s commands.ztc file are: (1) the filename suffix has been
21 changed from “.atc” to “ztc”; (2) the specific global unique identifiers, or “GUID”
22 values differ; and (3) lines 105 to 140 from the commands.atc file have been
23 removed. Just like AutoCAD 2008’s commands.atc file, ZWCAD+ 2012’s
24 commands.ztc file refers to more than thirty internal AutoCAD Database classes
25 such as “AcDbArc,” “AcDbCircle,” “AcDbEllipse,” and “AcDbLine.”
- 26 • Since AutoCAD was first introduced in 1982, Autodesk has released dozens of
27 new versions of the product – each building upon prior versions and adding and
28 improving upon features. Autodesk has continued to support hundreds of legacy

1 commands and system variables – including certain esoteric commands and
2 variables that very few users know of or use – even though removing them from
3 the source code would have little or no impact on the user’s experience. Examples
4 of such esoteric commands include RSCRIPT, STLOUT, and WMFOPTS.
5 ZWCAD+ 2012 and 2014 support these same esoteric commands, but ZWCAD
6 (non-plus) 2009, 2011, and 2012 do not.

- 7 • ZWCAD+ products support undocumented AutoCAD commands. In developing
8 the various versions of AutoCAD, Autodesk engineers created internal commands
9 to test the products. These commands and their implementation are an integral
10 part of the source code. Examples of these undocumented commands include:
11 *TBCustomize, DROPGEOM, *_TOOLPALETTEPATH,
12 DEFAULTVIEWCATEGORY, NODENAME, and NFWSTATE. ZWCAD+
13 2012 and/or 2014 support and respond to these same undocumented commands.
14 By contrast, ZWCAD (non-plus) 2009, 2011, and 2012 do not.
 - 15 • ZWCAD+ products contain Application Programming Interfaces (“APIs”) that are
16 virtually identical to AutoCAD’s. Using the Microsoft Visual Basic editor
17 included with ZWCAD+, for example, reveals the inclusion of dozens of the *same*
18 AutoCAD classes with the *same* members. The prefix in the ZWCAD+ classes
19 has been changed, however, from “Acad” to “Zcad.”
 - 20 • Relatedly, despite its allegedly recent and independent development, ZWCAD+
21 includes a legacy, unsupported version of Microsoft’s Visual Basic (version 6.5).
22 This is the same version that was included with AutoCAD 2007.
 - 23 • Virtually all modern software development employs Unicode encoding, as
24 Unicode facilitates the internationalization and localization of software for
25 different markets. Like older AutoCAD versions and despite its allegedly recent
26 and independent development, however, ZWCAD+ supports ANSI and not
27 Unicode encoding.
- 28

- ZWCAD+ products copy even the smallest grammatical, formatting, and functional errors from AutoCAD products. Select examples include:
 - (i) ZWCAD+ 2012 and 2014 display the identical warning message as AutoCAD 2007 and 2008 – the “Associative [*sic*] hatch entity on locked or frozen layer” error message for attempting to modify the boundary of a locked hatch pattern;
 - (ii) ZWCAD+ 2012 and 2014 display the identical warning message as AutoCAD 2007 and 2008 – “Specify total length or [Angle] <1.000>” – after the user enters the “LENGTHEN” command and then types “t”; and (iii) like AutoCAD 2007 and 2008, ZWCAD+ 2012 and 2014 display the same misplaced “Specify opposite corner” message after the user has already selected a table. Notably, ZWCAD (non-plus) 2009, 2011, and 2012 do not display these errors.

31. Defendants have purposefully, actively, and voluntarily distributed ZWCAD+ products and related applications and services in the United States. Defendants have thus committed copyright infringement and acts of trade secret misappropriation. By purposefully and voluntarily distributing one or more of its products and services, Defendants have injured Autodesk and thus are liable for copyright infringement and trade secret misappropriation.

COUNT I
(Copyright Infringement (17 U.S.C. § 501))

32. Autodesk hereby restates and re-alleges the allegations set forth in paragraphs 1 through 31 above and incorporates them by reference.

33. The AutoCAD products contain a substantial amount of original material that is copyrightable subject matter under the Copyright Act, 17 U.S.C. § 101 *et seq.*

34. Without consent, authorization, approval, or license, Defendants knowingly, willingly, and unlawfully copied, prepared, published, and distributed Autodesk’s copyrighted work, portions thereof, or derivative works and continues to do so. Defendants’ ZWCAD+ products infringe Autodesk’s copyrights in the AutoCAD products, and Defendants are not licensed to do so.

1 35. Defendants are aware of Autodesk's copyrights in its AutoCAD products.
2 Defendants' infringement therefore is and has been knowing and willful.

3 36. By their unlawful copying, use, and distribution, Defendants have violated
4 Autodesk's exclusive rights under 17 U.S.C. § 106.

5 37. Defendants have realized unjust profits, gains and advantages as a proximate result
6 of its infringement.

7 38. Defendants will continue to realize unjust profits, gains, and advantages as a
8 proximate result of its infringement as long as such infringement is permitted to continue.

9 39. Autodesk is entitled to an injunction restraining Defendants from engaging in any
10 further acts in violation of the United States copyright laws. Unless Defendants are enjoined and
11 prohibited from infringing Autodesk's copyrights and unless all infringing products and
12 advertising materials are seized, Defendants will continue to intentionally infringe Autodesk's
13 registered copyrights.

14 40. As a direct and proximate result of Defendants direct willful copyright
15 infringement, Autodesk has suffered, and will continue to suffer, monetary loss to its business,
16 reputation, and goodwill. Autodesk is entitled to recover from Defendants, in amounts to be
17 determined at trial, the damages is has sustained and will sustain, and any gains, profits, and
18 advantages obtained by Defendants as a result of Defendants' acts of infringement and
19 Defendant's use and publication of the copied materials.

20 **COUNT II**
21 **(Trade Secret Misappropriation (Cal. Civil Code § 3426, et seq.))**

22 41. Autodesk hereby restates and re-alleges the allegations set forth in paragraphs 1
23 through 27 above and incorporates them by reference.

24 42. Autodesk's confidential information, including its AutoCAD source code,
25 constitutes information that has independent economic value because it is unknown to others and
26 is the subject of reasonable efforts to maintain its secrecy or limit its use. It therefore qualifies as
27 a trade secret within the meaning of California Civil Code Section 3426, *et seq.*
28

1 43. Without consent, authorization, approval, or license, Defendants knowingly,
2 willingly, and unlawfully have acquired, disclosed, and/or used or intend to use Autodesk's trade
3 secrets through improper means.

4 44. Defendants' misappropriation of Autodesk's trade secrets is and has been willful
5 and malicious, such that Autodesk is entitled to exemplary damages and its reasonable attorney's
6 fees and costs.

7 45. Defendants have realized unjust profits, gains, and advantages as a proximate result
8 of their trade secret misappropriation.

9 46. Defendants will continue to realize unjust profits, gains, and advantages as a
10 proximate result of their trade secret misappropriation as long as such misappropriation is
11 permitted to continue.

12 47. Autodesk is entitled to an injunction restraining Defendants from engaging in
13 further acts of trade secret misappropriation. Unless Defendants are enjoined and prohibited from
14 disclosing or using Autodesk's trade secrets and all materials disclosing or derived from the
15 misappropriated information are seized, Defendants will continue to misappropriate Autodesk's
16 trade secrets.

17 48. As a direct and proximate result of Defendants' misappropriation of Autodesk's
18 trade secrets, Autodesk has suffered, and will continue to suffer, monetary loss to its business,
19 reputation, and goodwill. Autodesk is entitled to recover from Defendants, in amounts to be
20 determined at trial, the damages it has sustained and will sustain, for its actual losses and any
21 unjust enrichment obtained by Defendants as a result of Defendant's misappropriation of
22 Autodesk's trade secrets.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Autodesk respectfully requests the following relief:

25 A. A preliminary injunction prohibiting Defendants, their officers, agents, servants,
26 employees, attorneys, and affiliated companies, their assigns and successors in interest, and those
27 persons in active concert or participation with them, from continued acts of infringement of the
28 Autodesk copyrights at issue in this litigation;

1 B. A permanent injunction prohibiting Defendants, their officers, agents, servants,
2 employees, attorneys, and affiliated companies, their assigns and successors in interest, and those
3 persons in active concert or participation with them, from continued acts of infringement of the
4 Autodesk copyrights at issue in this litigation;

5 C. Entry of judgment holding Defendants liable for infringing the Autodesk
6 copyrights at issue in this litigation;

7 D. A preliminary injunction prohibiting Defendants, their officers, agents, servants,
8 employees, attorneys, and affiliated companies, their assigns and successors in interest, and those
9 persons in active concert or participation with them, from disclosing, exploiting, or utilizing
10 Autodesk's confidential information, including but not limited to the AutoCAD source code;

11 E. A permanent injunction prohibiting Defendants, their officers, agents, servants,
12 employees, attorneys, and affiliated companies, their assigns and successors in interest, and those
13 persons in active concert or participation with them, from disclosing, exploiting, or utilizing
14 Autodesk's confidential information, including but not limited to the AutoCAD source code;

15 F. Entry of judgment holding Defendants liable for misappropriating Autodesk's
16 trade secrets;

17 G. An order that all copies made or used in violation of Autodesk's copyrights or
18 trade secrets, and all means by which such copies may be reproduced, be impounded and
19 destroyed or otherwise reasonably disposed of;

20 H. An order awarding damages, together with pre-judgment and post-judgment
21 interest, to compensate Autodesk for Defendants' copyright infringement and acts of trade secret
22 misappropriation, including actual and exemplary damages and lost profits, in an amount greater
23 than \$75,000.00, or in the alternative for copyright infringement, statutory damages under
24 17 U.S.C. § 504(c);

25 I. An order awarding Autodesk its costs and attorney's fees; and
26
27
28

1 J. Any and all other legal and equitable relief as may be available under law and
2 which the court may deem proper.

3
4 Dated: March 26, 2014

MICHAEL A. JACOBS
RICHARD S.J. HUNG
MORRISON & FOERSTER LLP

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6
7 By: /s/ Michael A. Jacobs
MICHAEL A. JACOBS

8 Attorneys for Plaintiff
9 AUTODESK, INC.
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
AUTODESK, INC.

(b) County of Residence of First Listed Plaintiff Marin
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Michael A. Jacobs and Richard S.J. Hung
MORRISON & FOERSTER LLP
425 Market Street, San Francisco, CA 94105 (415.268.7000)

DEFENDANTS
ZWCAD SOFTWARE CO., LTD., ZWCAD DESIGN CO., LTD., and GLOBAL FORCE DIRECT, LLC. (doing business as ZWCADUSA).

County of Residence of First Listed Defendant People's Republic of China
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from Another District (specify)

6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. §§ 1331, 1338(a),(b), and 1367(a)

Brief description of cause:
 Copyright infringement and trade secret misappropriation

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 75,000+

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)
 (Place an "X" in One Box Only) **(X) SAN FRANCISCO/OAKLAND** () SAN JOSE () EUREKA

DATE: March 26, 2014

SIGNATURE OF ATTORNEY OF RECORD: /s/ Michael A. Jacobs

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.