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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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4397

AUTODESK, INC., a Delaware corporation,,

Plaintiff,

v.

DASSAULT SYSTEMES SOLIDWORKS  
CORPORATION, a Delaware corporation,

Defendant.

Case No.

**COMPLAINT FOR UNFAIR  
COMPETITION, FALSE  
DESIGNATION OF ORIGIN,  
FALSE ADVERTISING,  
TRADEMARK INFRINGEMENT,  
TRADE DRESS  
INFRINGEMENT, UNFAIR  
BUSINESS PRACTICES,  
DECEPTIVE BUSINESS  
PRACTICES, UNLAWFUL  
BUSINESS PRACTICES,  
MISLEADING ADVERTISING**

**DEMAND FOR JURY TRIAL**

**Preliminary Statement**

In this lawsuit, plaintiff Autodesk, Inc. ("Autodesk") seeks to stop acts of unfair competition by one of its rivals, defendant Dassault Systèmes SolidWorks Corporation ("DS SolidWorks").

Autodesk is widely recognized as one of the world's leading providers of design software tools. Autodesk attained its tremendous consumer recognition and goodwill through the

1 development and enhancement of its pioneering AutoCAD® computer-aided design or “CAD”  
2 product. Introduced in 1982, AutoCAD is now used by millions of architects, engineers,  
3 manufacturers, and others around the world. Today, Autodesk offers a full range of design  
4 software products for all design and modeling professions. Autodesk’s commercial success is a  
5 direct result of the billions of dollars in research and development that it has invested in the  
6 creation and enhancement of its software, ensuring that the products offer functional, reliable, and  
7 stable solutions.

8 Autodesk’s millions of users have created billions of user data files using AutoCAD and  
9 other Autodesk design software products. To store user data files, AutoCAD and many of  
10 Autodesk’s other software products implement a proprietary file format called “DWG.” Because  
11 AutoCAD and other Autodesk software products are so widely used, and the DWG file format  
12 name is so distinctive, design software users associate DWG with Autodesk and its successful  
13 software products.

14 DS SolidWorks, a wholly-owned subsidiary of Dassault Systèmes S.A., is one of the  
15 many design software companies that compete with Autodesk. Autodesk and DS SolidWorks  
16 compete among a similar base of users, most of whom already use and are very familiar with  
17 Autodesk products and Autodesk’s DWG file format and hold favorable views about them.

18 Seeking to trade off of or undermine Autodesk’s accumulated goodwill, DS SolidWorks  
19 has turned to several misleading, unethical and illegal competitive techniques. Specifically, DS  
20 SolidWorks (1) improperly attracts Autodesk customers to the DS SolidWorks product offerings  
21 by using the term DWG in product names, domain names, and associated websites, which  
22 specifically target AutoCAD users; (2) misrepresents the compatibility of its software with  
23 Autodesk and its DWG technology; (3) improperly uses and over-emphasizes Autodesk’s  
24 AutoCAD registered trademark on the webpages and in the metadata of DS SolidWorks websites;  
25 and (4) mimics Autodesk’s trade dress.

26 These techniques constitute violations of federal and state unfair competition law.  
27 Because the harm they cause is irreparable, Autodesk requests that the Court enjoin DS  
28 SolidWorks from continuing to employ them.



## I. PARTIES

1  
2 1. Autodesk is a world leader in design software for the manufacturing, building and  
3 construction, and media and entertainment industries. Over nine million users around the world  
4 utilize Autodesk software. Since its introduction of AutoCAD® software in 1982, Autodesk has  
5 developed a portfolio of state-of-the-art digital prototyping solutions to help customers experience  
6 their ideas before they are real. Those solutions include the Autodesk® Inventor® and Revit®  
7 model-based design programs. Autodesk products enable customers to create digital models and  
8 workflows that allow visualization, simulation, and analysis of designs before implementation.  
9 This, in turn, enables the continual exploration of design alternatives, allowing early  
10 improvements to the way projects and products will look, perform, and be used. In 2007,  
11 Autodesk was recognized as one of Fortune Magazine's Most Admired Companies, ranking  
12 second in the Computer Software category. In addition, Autodesk was recently named number 25  
13 on *Fast Company's* list of "The World's 50 Most Innovative Companies." Autodesk's web site is  
14 at [www.autodesk.com](http://www.autodesk.com). Autodesk is a Delaware corporation. Its corporate headquarters are at  
15 111 McInnis Parkway, San Rafael, California 94903.

16 2. On information and belief, DS SolidWorks is a Delaware corporation with offices at  
17 300 Baker Avenue, Concord, Massachusetts 01742, and a wholly-owned subsidiary of Dassault  
18 Systèmes, S.A., a major CAD software company that develops and markets application software  
19 and services that support industrial processes. DS SolidWorks' claims to focus on the  
20 development and marketing of 3-dimensional or model-based CAD software applications. Many  
21 of DS SolidWorks' software products claim to work in conjunction with design data files such as  
22 those created using Autodesk's AutoCAD software.

## II. JURISDICTION AND VENUE

23  
24 3. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121 (action  
25 arising under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1338(a) (any act  
26 of Congress relating to trademarks); 28 U.S.C. § 1338(b) (action asserting claim of unfair  
27 competition joined with a substantial and related claim under the trademark laws); and 28 U.S.C.  
28 § 1367 (supplemental jurisdiction).

4. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and 1391(c) because DS SolidWorks transacts business within this district, including business related to the wrongful conduct alleged in this complaint. Also, Autodesk is based in this district, and it will suffer substantial harm in this district if DS SolidWorks is permitted to continue to engage in unfair competition.

### III. INTRADISTRICT ASSIGNMENT

5. Intradistrict assignment to the San Francisco Division is appropriate pursuant to Civil L.R. 302(c), as a substantial part of the events which give rise to the claims alleged in this Complaint have occurred in Marin County, where Autodesk is based.

#### IV. GENERAL ALLEGATIONS

### A. Autodesk's History of Innovation and Its Leading Design Software Products

6. A worldwide leader in digital design technologies, Autodesk provides design software and services to customers in the architectural, engineering, construction, manufacturing, geospatial mapping and digital media industries. Autodesk is particularly well-known for its leadership and innovation in the field of computer-aided design or “CAD” software. CAD software is used in design applications by architects, engineers, manufacturers and others. Using Autodesk CAD software, users can create and document their designs and visualize, simulate, and analyze real-world performance early in the design process by creating digital prototypes.

7. Founded in 1982, Autodesk introduced its flagship product, the AutoCAD® program, late that year. The initial version of the program was a CAD application, designed to run on the computer systems of the time, namely “microcomputers”, including the “new” IBM Personal Computer (PC). AutoCAD was ground-breaking: it offered design professionals the capability to create detailed technical drawings but was nonetheless affordable even for smaller design, engineering, and architecture firms. Because of its revolutionary capabilities and instant appeal, AutoCAD became an industry favorite in the 1980s.

8. Since that initial release, Autodesk has continually developed and enhanced the AutoCAD product. Autodesk has also expanded its product line, offering discipline-specific AutoCAD applications, such as AutoCAD Architecture, AutoCAD Mechanical, AutoCAD



1 Electrical and AutoCAD Civil 3D, and model-based design programs, such as Autodesk Inventor  
2 and Revit. Over the past two and a half decades, Autodesk has invested billions of dollars in  
3 research and development to improve and enlarge the functionality of its software products,  
4 address emerging needs in the marketplace, and provide customers with state-of-the-art design  
5 technology.

6 9. Through its commitment to quality and innovation, Autodesk has established  
7 tremendous consumer goodwill. Today, Autodesk does business in approximately 160 countries,  
8 and its software is licensed to over nine million users, including 100 percent of *Fortune 100*  
9 companies and approximately 98 percent of *Fortune 500* companies. Autodesk's AutoCAD and  
10 AutoCAD LT are two of the most widely used design software tools in the world.

11 **B. Autodesk's DWG™ Technology**

12 10. Like many companies' software applications, Autodesk products, including  
13 AutoCAD, implement proprietary file formats for storing user data files. A file format is a  
14 particular way to encode information for storage in a computer file. Autodesk's primary  
15 proprietary file format technology is known as DWG. Autodesk has been using the DWG name  
16 and file format with its CAD software products since the introduction of AutoCAD late in 1982.  
17 AutoCAD and other Autodesk applications create and store user files in the proprietary DWG  
18 format, and the files bear the file extension ".dwg". Over the past twenty-five years, Autodesk  
19 has invested substantial effort and resources to refine and enhance its DWG format and associated  
20 technology in order to support the increasingly sophisticated functionality in the AutoCAD family  
21 and other design software applications.

22 11. Today, as a result of Autodesk's substantial investment and innovation over more  
23 than two decades to develop customer recognition and goodwill in its proprietary technology and  
24 the diversification of that technology, DWG is not a generic or even a merely descriptive term.  
25 Instead, DWG is recognized by design professionals as the name for Autodesk's proprietary  
26 technology and file format, and is primarily associated with Autodesk and AutoCAD. Since  
27 1982, Autodesk has sold billions of dollars of software products associated with the DWG name  
28

1 and its proprietary DWG format worldwide. During that time, Autodesk's promotional materials,  
2 software user manuals and website have prominently featured the DWG name.

3 12. In addition, Autodesk has developed a distinctive DWG logo that has been and  
4 continues to be displayed on its website and product packaging:



5  
6  
7  
8  
9 (Examples of pages from the Autodesk website featuring the DWG logo are attached as  
10 Exhibit A.) The DWG logo is also used as a computer file icon to help users instantly identify  
11 user design data files created using Autodesk technology.

12 13. Autodesk's DWG name and technology are well-known and well-respected  
13 throughout the design industry. Over the past twenty-five years, the public and the press have  
14 recognized and reinforced the association between Autodesk and the DWG name and technology  
15 through extensive commentary and media coverage of Autodesk and its CAD software products.

16 14. Because of the widespread popularity of Autodesk's AutoCAD products, other  
17 software companies have sought to develop interoperable applications. Autodesk itself  
18 recognizes the importance to its customers of achieving interoperability between AutoCAD and  
19 third-party programs. For example, Autodesk offers membership in the Autodesk Developer  
20 Network. This program allows and encourages others to develop software that works with those  
21 Autodesk applications that use the DWG technology.

22 15. In addition, Autodesk instituted its RealDWG™ program, and similar predecessor  
23 programs, under which Autodesk licenses its proprietary DWG technology. The RealDWG  
24 program allows participating software companies, including competitors, to create and market  
25 their own software products that are capable of reading and writing DWG files for use with  
26 AutoCAD and other Autodesk programs. Under the terms of their agreements, however, such  
27 third parties recognize that the RealDWG name and DWG logo and technology are proprietary to  
28



Autodesk and agree to comply with Autodesk's guidelines for properly using and attributing the RealDWG name and explaining the party's relationship to Autodesk and its DWG technology.

16. In particular, Autodesk has entered into RealDWG agreements with major competitors, Bentley Systems, Inc. and Parametric Technology Corporation, each of whom has its own proprietary file format. Under these agreements, Autodesk and the other company have agreed to exchange software libraries, including Autodesk RealDWG, to improve the ability to read and write the companies' respective file formats in mixed environments with greater fidelity. While both of these competitors now can offer programs that are interoperable with AutoCAD using DWG technology under a license from Autodesk, neither of these competitors has adopted product names that incorporate the DWG name.

17. Over the years, some Autodesk competitors also have incorporated a reverse-engineered form of Autodesk's proprietary DWG file format into their software. Typically, such a competitor's program will write a design data file in the native language and file format of the competitor's software, such as DS SolidWorks' .swx proprietary file format, and then convert or translate the file to the reverse-engineered DWG format. At that point, the competing program will assign the .dwg filename extension to the translated design data file. While this limited use of ".dwg" solely as a filename extension may be necessary to achieve a level of interoperability with Autodesk programs, DS SolidWorks' conduct and use of the DWG name and mark exceeds that limited purpose. On information and belief, DS SolidWorks is the only company that both incorporates a reverse-engineered form of Autodesk's DWG file format and engages in such blatant acts of unfair competition and misleading advertising described herein.

### **C. DS SolidWorks' Acts of Unfair Competition**

18. DS SolidWorks specifically markets to AutoCAD users to offer them model-based software products. Through a variety of improper tactics designed to mislead consumers and undermine the value of the Autodesk and DWG brand and technology, DS SolidWorks is unfairly competing with Autodesk.

1                   **1.     DS SolidWorks' Misleading Marketing**

2           19.   DS SolidWorks has engaged in a variety of misleading marketing tactics that are  
3 aimed to confuse design professionals about the ability of DS SolidWorks programs to  
4 interoperate with Autodesk's AutoCAD software and about the characteristics of files created or  
5 saved using DS SolidWorks programs.

6           20.   For example, DS SolidWorks has adopted a product naming strategy for certain of  
7 its CAD software products that use the DWG name to attract the attention of its target audience,  
8 specifically AutoCAD users who are familiar with Autodesk's DWG technology. Such product  
9 names include DWGeditor, DWGgateway, DWGseries, DWGviewer, and DWGnavigator. The  
10 inclusion of the term DWG in such product names is not necessary, and indeed, many other CAD  
11 software companies, including DS SolidWorks' parent company, Dassault Systèmes S.A., market  
12 similar products that do not improperly borrow or trade on the extensive consumer goodwill in  
13 Autodesk's DWG technology.

14          21.   In addition, DS SolidWorks operates numerous websites around the world using  
15 domain names that incorporate the designations DWGseries, DWGgateway, DWGnavigator,  
16 including, for example, DWGSERIES.com, DWGGATEWAY.com, and  
17 DWGNAVIGATOR.com. Attached as Exhibit B to this Complaint are true and correct copies of  
18 pages from DS SolidWorks' DWGSERIES.com, DWGGATEWAY.com and  
19 DWGNAVIGATOR.com websites, printed as of September 17, 2008. Each of these websites is  
20 targeted specifically and exclusively to Autodesk customers: "DWGseries is a set of FREE  
21 software tools created for current and former AutoCAD® users to open, edit and share DWG data  
22 more effectively with others"; "FREE productivity tools for AutoCAD®users"; "FREE software  
23 download lets you open and edit any DWG file using any version of AutoCAD." *See, e.g.,*  
24 Exhibit B, page 1.

25          22.   Through these products and websites branded with DWG-based designations and  
26 replete with blatant suggestions of affiliation with AutoCAD, DS SolidWorks improperly  
27 suggests an association with Autodesk, AutoCAD software and Autodesk's DWG technology,  
28 and represents to design professionals, specifically AutoCAD users, that DS SolidWorks can



1 provide fully interoperable tools for working with DWG files. However, DS SolidWorks is not a  
2 RealDWG™ participant and has not licensed Autodesk's proprietary DWG technology. Instead,  
3 it has, on information and belief, incorporated a reverse-engineered imitation of Autodesk's  
4 DWG format without Autodesk's support or consent. Autodesk does not control, and indeed has  
5 no way of ensuring, that design data files created using DS SolidWorks' reverse-engineered file  
6 format and using the .dwg filename extension are fully interoperable with the AutoCAD program.  
7 Nonetheless, through its use of numerous DWG-based product names and websites, DS  
8 SolidWorks seeks to mislead design professionals, and specifically users and former users of  
9 Autodesk's AutoCAD software who are familiar with Autodesk's proprietary DWG technology,  
10 that the DS SolidWorks products also offer authentic DWG technology. DS SolidWorks is thus  
11 intentionally trading off of Autodesk's well-established reputation for its DWG technology and  
12 misrepresenting the nature, characteristics, and qualities of DS SolidWorks' products and services  
13 and their relationship to Autodesk and Autodesk's AutoCAD software and DWG technology.

14 23. As further evidence of its campaign to usurp Autodesk's goodwill in the DWG  
15 name, DS SolidWorks has sought federal trademark registrations for the designations  
16 DWGGATEWAY and DWGEDITOR. Autodesk timely opposed DS SolidWorks'  
17 DWGGATEWAY application and sought to cancel the DWGEDITOR registration (on the  
18 Supplemental Register) based on Autodesk's prior ownership of the mark DWG. DS SolidWorks  
19 responded by opposing Autodesk's applications to register its (Autodesk's) REALDWG and  
20 DWGX marks. Those proceedings before the Trademark Trial and Appeal Board (the "TTAB")  
21 have been consolidated and are pending. The only remedy available to Autodesk before the  
22 TTAB, however, is refusal of DS SolidWorks' DWGGATEWAY application and cancellation of  
23 the DWGEDITOR registration.

24 24. DS SolidWorks also misrepresents the quality and capabilities of its software  
25 products in its marketing and advertising. DS SolidWorks makes far-reaching claims about the  
26 compatibility of its products with AutoCAD products and about the integrity of files created by its  
27 products and labeled DWG. Thus, DS SolidWorks claims that its *"unique capability helps you*  
28 *maintain file and design process compatibility, win business and save time - all while avoiding*

1 *expensive AutoCAD upgrade costs or subscription fees.” See Exhibit B, page 10 (emphasis*  
2 *added).* DS SolidWorks further claims that “DWGgateway is the first free data translation plug-  
3 *in that lets AutoCAD users work easily with DWG files created by any version of AutoCAD*  
4 *software.” See Exhibit B, page 7 (emphasis added).* DS SolidWorks also asserts that its  
5 DWGnavigator product will “*Save DWG files to any version of AutoCAD software.” See*  
6 *Exhibit B, page 16 (emphasis added).* Autodesk is informed and believes that these claims are  
7 false. The DS SolidWorks translation product does not accurately capture or translate all of the  
8 complexities and relationships stored in an authentic Autodesk DWG file. Instead, some of the  
9 data is lost in translation by the DS SolidWorks program. This is because, contrary to the  
10 impression DS SolidWorks seeks to create, its products do not implement the DWG format as  
11 maintained and enhanced by Autodesk; DS SolidWorks is not a RealDWG licensee and is not  
12 authorized by Autodesk to use the DWG name or provided with authentic Autodesk DWG  
13 technology. Rather, DS SolidWorks is, on information and belief, relying on reverse engineered  
14 re-creations of DWG technology. This effort at reverse engineering is evidently imperfect, and  
15 can cause file corruption, malformed data and instability problems in the “.dwg”-labeled files the  
16 DS SolidWorks products save when such files are re-introduced into the AutoCAD program.  
17 When such file problems occur, the user may mistakenly associate his negative experience with  
18 the AutoCAD software itself. By engaging in its false and misleading marketing and advertising  
19 campaign, DS SolidWorks seeks to undermine the value of Autodesk DWG technology and the  
20 RealDWG licensing program. Moreover, by concealing the inadequacies of its faux DWG files,  
21 DS SolidWorks seeks to conceal that *it* is the source of data corruption and instability in DWG-  
22 labeled files.

23         25. DS SolidWorks’ use of DWG-based designations is not necessary to achieve  
24 interoperability. Moreover, those designations and its unsubstantiated statements regarding  
25 compatibility, all in connection with CAD software products that are directly competitive with  
26 Autodesk products, are likely to cause consumer confusion regarding the nature, characteristics  
27 and qualities of DS SolidWorks’ products and services and their relationship to Autodesk and  
28 Autodesk’s AutoCAD software, DWG technology and RealDWG licensing program.



1                   2.       **DS SolidWorks' Misuse of the AutoCAD® Trademark in Its Websites**

2           26.    In addition to the misleading DWG-based product names and domain names  
3 outlined above, DS SolidWorks misuses and overemphasizes Autodesk's registered trademark,  
4 AutoCAD, throughout the DS SolidWorks websites.

5           27.    For example, the DWGnavigator.com website states, "DWGnavigator, a [*sic*]  
6 AutoCAD file manager..." and "DWGgateway is a free AutoCAD® download for AutoCAD  
7 users who do not want to upgrade to the latest version of AutoCAD,...." See Exhibit B, pages 16-  
8 17. These types of statements improperly suggest that the DS SolidWorks products are a  
9 particular version of or associated with AutoCAD.

10           28.    Moreover, on its websites DS SolidWorks uses the AutoCAD trademark far more  
11 than is reasonably necessary. The DS SolidWorks websites, as shown in Exhibit B, visibly  
12 demonstrate the repeated use of the AutoCAD mark. In addition, analyses of the DS SolidWorks  
13 websites using computer tools clearly show the degree to which DS SolidWorks uses the  
14 AutoCAD trademark. A "keyword cloud" is a visual depiction of keywords used on a website,  
15 with keywords having a higher density depicted in a larger font. For example, for the DS  
16 SolidWorks DWGnavigator.com website the following keyword cloud was generated:

17                   **Keyword Cloud**

18  
19           dwgnavigator free file manager autocad® users enables manage dwg data generated  
20           version autocad software product info files support links contact download autocad®  
21           management tool solidworks corporation img screenshotsdownloaddwggif altautocad width height hspace vspace border easy  
22           charge that's intuitive windows® explorer files cost relationships copying renaming package including xrefs perform  
23           search criteria properties upgrade license compatible save eliminate licenses share work collaborate ranging latest  
24           format simple referenced documents understand impact add opening easily send link website colleagues time money autodesk  
25           registered trademarks usa and/or countries dwggatewaytrade; translation dwggateway continue exchange partners customers  
26           suppliers versions addition newer formats presents set challenges earlier encounter problems on machines programs require input  
27           older xchangeworks click information xchangeworks; plug mechanical desktop® dassault systèmes corp phone email solidworkscom  
28           terms privacy policy piracy prevention

29. Similarly, a “keyword density” analysis shows the percentage of occurrence of keywords compared to the rest of the text in the website. For example, for the DWGnavigator.com website, the following keyword density analysis showing the top 23 keywords was generated:

**Keyword Density**

<b>Keyword</b>	<b>Count</b>	<b>Density</b>
<u>autocad</u>	26	9.85%
<u>dwg</u>	15	5.68%
<u>files</u>	12	4.55%
<u>file</u>	10	3.79%
<u>version</u>	10	3.79%
<u>free</u>	8	3.03%
<u>users</u>	7	2.65%
<u>dwgnavigator</u>	6	2.27%
<u>save</u>	6	2.27%
<u>search</u>	5	1.89%
<u>software</u>	5	1.89%
<u>autodesk</u>	5	1.89%
<u>xrefs</u>	4	1.52%
<u>upgrade</u>	4	1.52%
<u>trademarks</u>	4	1.52%
<u>autocad@</u>	3	1.14%
<u>data</u>	3	1.14%
<u>format</u>	3	1.14%
<u>manager</u>	3	1.14%
<u>download</u>	3	1.14%
<u>properties</u>	2	0.76%
<u>solidworks</u>	2	0.76%

30. As these analyses illustrate, DS SolidWorks’ use of Autodesk’s AutoCAD mark and DWG name dominates its websites. The DWGnavigator.com website displays the AutoCAD mark at least 26 times, as almost 10 percent of the relevant text on the site. Similarly, the DWG name is displayed 15 times. By contrast, the DS SolidWorks product name, DWGnavigator, appears only 6 times, and the SolidWorks name itself appears only twice. Other DS SolidWorks websites show a similar pattern. For example, the AutoCAD mark appears 21 times on the DWGgateway.com website.

31. DS SolidWorks also embeds the terms AutoCAD and DWG in the metadata of certain of its websites. Metadata is a component of a webpage’s programming that contains descriptive information about the webpage which is typically not observed when the webpage is displayed in a web browser. Some internet search engines scan metadata for keywords when compiling search results.



1           32. By over-emphasizing AutoCAD and DWG on its websites and including those  
2 marks in the metadata of its websites, DS SolidWorks intentionally seeks to manipulate internet  
3 search engines, which display search results on the basis of keywords found in the websites.  
4 Therefore, when an internet user types "AutoCAD" into a search engine, the DS SolidWorks  
5 websites will appear more prominently in the list of search results.

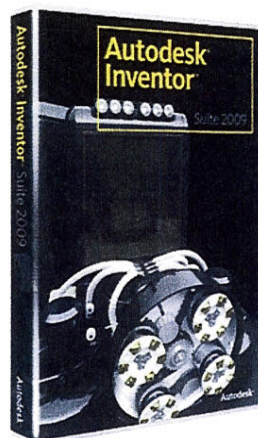
6           33. DS SolidWorks' repeated use and over-emphasis of Autodesk's AutoCAD  
7 registered trademark also falsely suggests to customers that DS SolidWorks software products are  
8 associated with Autodesk's AutoCAD program. DS SolidWorks' efforts can only be an  
9 intentional effort to mislead users and to trade off of Autodesk's goodwill and reputation.

10                   **3. DS SolidWorks' Trade Dress Infringement**

11           34. In an effort to further confuse consumers and blur the line between its products and  
12 Autodesk's, DS SolidWorks has adopted a logo design that improperly mimics Autodesk's trade  
13 dress and RealDWG™ mark.

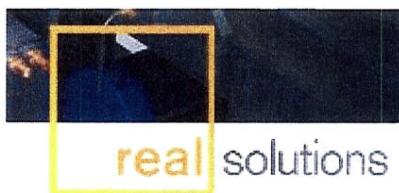
14           35. Since at least as early as 2005, Autodesk has used the mark RealDWG™ to identify  
15 its program under which it licenses its DWG technology and file format to third parties. Since at  
16 least as early as 2006, Autodesk has used and promotes itself with the tagline "Experience It  
17 Before It's Real."

18           36. In addition, since at least as early as March 2007, Autodesk has employed a  
19 distinctive frame outline across all of its product packaging and marketing materials as part of its  
20 worldwide corporate marketing campaign. In particular, Autodesk displays a distinctive orange  
21 frame outline on its software DVD cases and marketing materials distributed around the world for  
22 its Autodesk Inventor product, as shown below:



Through its widespread use of the distinctive orange frame, Autodesk has developed substantial goodwill and consumer recognition in its trade dress.

37. Recently, DS SolidWorks has embarked on a marketing campaign featuring a logo design that combines the “real” element of Autodesk’s RealDWG™ program and tagline with the distinctive trade dress found on the Autodesk Inventor packaging:



DS SolidWorks is displaying this logo prominently on its recently re-launched website, in print ads and in other marketing materials. DS SolidWorks’ use of this “real” logo, with its striking similarity to the competing Autodesk Inventor product packaging including the Autodesk frame and its incorporation of the “real” terminology, falsely suggests to customers that DS SolidWorks software products are associated with or offered in conjunction with Autodesk’s RealDWG program. DS SolidWorks’ adoption of this logo can only be an intentional effort to trade off of Autodesk’s goodwill and cause confusion regarding the Autodesk trade dress, its RealDWG program and its tagline.



1 **FIRST CLAIM FOR RELIEF**

2 **(UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN**  
3 **– FEDERAL LAW)**

4 38. Autodesk incorporates by reference paragraphs 1 through 37 above as though fully  
5 set forth herein.

6 39. Autodesk's DWG name and mark is well-known in the industry as identifying and  
7 distinguishing Autodesk's software products, proprietary file format and technology.

8 40. DS SolidWorks is not a RealDWG program participant and has not licensed  
9 Autodesk's proprietary DWG technology. DS SolidWorks has incorporated a reverse-engineered  
10 version of Autodesk's proprietary DWG file format without Autodesk's support or consent.

11 41. By using several DWG-based designations as well as the "real" logo design for its  
12 software products, DS SolidWorks is misrepresenting the DS SolidWorks' products and services  
13 and their relationship to Autodesk and Autodesk's AutoCAD® software, DWG technology and  
14 RealDWG™ licensing program.

15 42. DS SolidWorks' conduct is likely to continue to cause confusion or mistake or  
16 deception as to the origin, sponsorship, or approval of DS SolidWorks' software products by  
17 Autodesk. DS SolidWorks intends to and will confuse customers as to the relationship between  
18 its products identified with DWG-based designations and the "real" logo and Autodesk's DWG  
19 technology.

20 43. The acts of DS SolidWorks described above constitute unfair competition and false  
21 designation of origin in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C.  
22 § 1125(a)(1)(A).

23 44. DS SolidWorks' actions are likely to injure Autodesk's business reputation as well  
24 as the reputation of AutoCAD as a premier high quality software product. This harm will likely  
25 not be calculable. DS SolidWorks' conduct threatens irreparable injury to Autodesk's business  
26 and reputation.

27 45. DS SolidWorks' conduct is continuing and will continue unless restrained by the  
28 Court. Autodesk cannot adequately be compensated by damages, and thus has no adequate

1 remedy at law. In addition, Autodesk has been damaged in an amount to be determined by the  
2 Court.

### 3 **SECOND CLAIM FOR RELIEF**

#### 4 **(UNFAIR COMPETITION AND FALSE ADVERTISING – FEDERAL LAW)**

5 46. Autodesk incorporates by reference paragraphs 1 through 45 above as though fully  
6 set forth herein.

7 47. By using several DWG-based designations for its software products and by making  
8 promises to AutoCAD users, such as DS SolidWorks' software tools will allow them to "open,  
9 edit, and share DWG data more effectively with others," and "Save DWG files to any version of  
10 AutoCAD software," DS SolidWorks is misrepresenting the nature, quality and characteristics of  
11 DS SolidWorks' software products as being fully compatible and operational with Autodesk's  
12 AutoCAD programs.

13 48. DS SolidWorks' conduct is intended to and is likely to continue to cause confusion  
14 or mistake or deception as to the nature, quality and characteristics of DS SolidWorks' software  
15 products.

16 49. The acts of DS SolidWorks described above constitute unfair competition and false  
17 advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

18 50. DS SolidWorks' actions are likely to injure Autodesk's business reputation as well  
19 as the reputation of AutoCAD as a premier high quality software product. This harm will likely  
20 not be calculable. DS SolidWorks' conduct threatens irreparable injury to Autodesk's business  
21 and reputation.

22 51. DS SolidWorks' conduct is continuing and will continue unless restrained by the  
23 Court. Autodesk cannot adequately be compensated by damages, and thus has no adequate  
24 remedy at law. In addition, Autodesk has been damaged in an amount to be determined by the  
25 Court.



1 **THIRD CLAIM FOR RELIEF**

2 **TRADEMARK INFRINGEMENT - FEDERAL LAW**

3 52. Autodesk incorporates by reference paragraphs 1 to 51 above as though fully set  
4 forth herein.

5 53. Autodesk is the owner of numerous trademark registrations in the United States and  
6 around the world for its AUTOCAD® mark, including U.S. Registration No. 1316773 for  
7 “computer programs and instructional manuals used therewith sold as a unit, and floppy disk  
8 storage containers.” That registration is valid, subsisting, and incontestable.

9 54. Through its longstanding use and promotion of its AutoCAD® mark for its  
10 software, Autodesk has established tremendous goodwill in its AutoCAD® mark.

11 55. DS SolidWorks’ unauthorized use and over-emphasis of the AutoCAD® registered  
12 trademark on its websites and in the metadata of the websites misrepresents the relationship  
13 between the DS SolidWorks products and Autodesk’s AutoCAD software. Such conduct further  
14 is intended to mislead consumers by manipulating internet search engine results.

15 56. The above acts by Defendant constitute trademark infringement of Autodesk’s  
16 registered AUTOCAD mark (U.S. Registration No. 1316773), in violation of section 32(1) of the  
17 Lanham Act, 15 U.S.C. § 1114(1), in that it is likely to continue to cause confusion regarding the  
18 source, sponsorship, origin, or affiliation of the DS SolidWorks programs.

19 57. DS SolidWorks’ wrongful acts have permitted or will permit it to make substantial  
20 sales and profits on the strength of Autodesk’s AutoCAD mark and reputation in the industry.

21 58. As a direct and proximate result of DS SolidWorks’ wrongful conduct, Autodesk,  
22 among other things, has been and will be deprived of the value of its federally registered  
23 AutoCAD® trademark as an asset.

24 59. As a direct and proximate result of DS SolidWorks’ wrongful conduct, Autodesk  
25 has been injured by DS SolidWorks’ wrongful acts, and such harm will continue unless DS  
26 SolidWorks’ acts are enjoined by the Court. Autodesk has no adequate remedy at law for DS  
27 SolidWorks’ continuing violation of Autodesk’s rights.

1 **FOURTH CLAIM FOR RELIEF**

2 **TRADE DRESS INFRINGEMENT - FEDERAL LAW**

3 60. Autodesk incorporates by reference paragraphs 1 through 59 above as though fully  
4 set forth herein.

5 61. Through extensive promotion of its licensing program, Autodesk has established  
6 substantial trademark rights in its REALDWG mark. Likewise, through its marketing and  
7 promotion efforts, Autodesk has established trademark rights in its tagline, "Experience It Before  
8 It's Real." Similarly, through its use on product packaging and marketing materials around the  
9 world, Autodesk has established protectable rights in its distinctive frame design, which CAD  
10 users have come to associate with Autodesk and its Autodesk software, including the orange  
11 frame on Autodesk Inventor.

12 62. DS SolidWorks' depiction of the "real" logo design in connection with its software  
13 falsely suggests an association or affiliation with Autodesk and Autodesk's software, DWG  
14 technology and RealDWG™ licensing program.

15 63. DS SolidWorks' conduct is likely to continue to cause confusion or mistake or  
16 deception as to the origin, sponsorship, or approval of DS SolidWorks' software products by  
17 Autodesk. DS SolidWorks intends to and will confuse customers as to the relationship between  
18 its products identified with the "real" logo and Autodesk's DWG technology.

19 64. The acts of DS SolidWorks described above constitute trade dress infringement in  
20 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

21 65. DS SolidWorks' actions are likely to injure Autodesk's business reputation as well  
22 as the reputation of AutoCAD as a premier high quality software product. This harm will likely  
23 not be calculable. DS SolidWorks' conduct threatens irreparable injury to Autodesk's business  
24 and reputation.

25 66. DS SolidWorks' conduct is continuing and will continue unless restrained by the  
26 Court. Autodesk cannot adequately be compensated by damages, and thus has no adequate  
27 remedy at law. In addition, Autodesk has been damaged in an amount to be determined by the  
28 Court.



1 **FIFTH CLAIM FOR RELIEF**

2 **(UNFAIR BUSINESS PRACTICES – CALIFORNIA LAW)**

3 67. Autodesk incorporates by reference paragraphs 1 through 66 above as though fully  
4 set forth herein.

5 68. The acts of DS SolidWorks described above are likely to mislead the general public  
6 and therefore constitute unfair and fraudulent business practices in violation of California  
7 Business & Professions Code §§ 17200, *et seq.*

8 69. The unfair business practices of DS SolidWorks described above present a  
9 continuing threat to members of the public in that DS SolidWorks intends to promote and  
10 advertise the sale of its software products by making false and misleading representations  
11 regarding the nature, characteristics, or qualities of the products, and of their relationship to  
12 Autodesk and Autodesk's DWG technology.

13 70. As a direct and proximate result of these acts, DS SolidWorks has received and will  
14 receive substantial sales and profits.

15 71. As a direct and proximate result of DS SolidWorks' wrongful conduct, Autodesk  
16 has been injured by such wrongful acts, and such harm will continue unless the Court enjoins DS  
17 SolidWorks' acts. Autodesk has no adequate remedy at law for DS SolidWorks' continuing  
18 violation of Autodesk's rights.

19 **SIXTH CLAIM FOR RELIEF**

20 **(DECEPTIVE BUSINESS PRACTICES – CALIFORNIA LAW)**

21 72. Autodesk incorporates by reference paragraphs 1 through 71 above as though fully  
22 set forth herein.

23 73. The acts of DS SolidWorks described above are likely to mislead the general public  
24 and therefore constitute deceptive and misleading advertising in violation of California Business  
25 & Professions Code §§ 17200, *et seq.*

26 74. The deceptive and untrue advertising and business practices of DS SolidWorks  
27 described above present a continuing threat to members of the public in that DS SolidWorks  
28 intends to promote and advertise the sale of its software products by making false and misleading

1 representations regarding the nature, characteristics, or qualities of the products, and of their  
2 relationship to Autodesk and Autodesk's DWG technology.

3 75. As a direct and proximate result of these acts, DS SolidWorks has received and will  
4 receive substantial sales and profits.

5 76. As a direct and proximate result of DS SolidWorks' wrongful conduct, Autodesk  
6 has been injured by such wrongful acts, and such harm will continue unless the Court enjoins DS  
7 SolidWorks' acts. Autodesk has no adequate remedy at law for DS SolidWorks' continuing  
8 violation of Autodesk's rights.

9 **SEVENTH CLAIM FOR RELIEF**

10 **(UNLAWFUL BUSINESS PRACTICES – CALIFORNIA LAW)**

11 77. Autodesk incorporates by reference paragraphs 1 through 76 above as though fully  
12 set forth herein.

13 78. The acts of DS SolidWorks described above are likely to mislead the general public  
14 in violation of the Lanham Act, 5 U.S.C. § 1125(a)(1)(A), and therefore unlawful business  
15 practices in violation of California Business & Professions Code §§ 17200, *et seq.*

16 79. The deceptive and untrue advertising and business practices of DS SolidWorks  
17 described above present a continuing threat to members of the public in that DS SolidWorks  
18 intends to promote and advertise the sale of its software products by making false and misleading  
19 representations regarding the nature, characteristics, or qualities of the products, and of their  
20 relationship to Autodesk and Autodesk's DWG technology.

21 80. As a direct and proximate result of these acts, DS SolidWorks has received and will  
22 receive substantial sales and profits.

23 81. As a direct and proximate result of DS SolidWorks' wrongful conduct, Autodesk  
24 has been injured by such wrongful acts, and such harm will continue unless the Court enjoins DS  
25 SolidWorks' acts. Autodesk has no adequate remedy at law for DS SolidWorks' continuing  
26 violation of Autodesk's rights.



1 **EIGHTH CLAIM FOR RELIEF**

2 **(DECEPTIVE, FALSE, AND MISLEADING ADVERTISING – CALIFORNIA LAW)**

3 82. Autodesk incorporates by reference paragraphs 1 through 81 above as though fully  
4 set forth herein.

5 83. The acts of DS SolidWorks described above constitute untrue and misleading  
6 advertising as defined by California Business & Professions Code § 17500, *et seq.*

7 84. The acts of untrue and misleading advertising by DS SolidWorks described above  
8 present a continuing threat to members of the public in that DS SolidWorks will misrepresent the  
9 nature, characteristics, or qualities of DS SolidWorks' products and their relationship to Autodesk  
10 and Autodesk's DWG technology.

11 85. DS SolidWorks' false and misleading advertising has permitted and will permit DS  
12 SolidWorks to make substantial sales and profits on the strength of Autodesk's success, goodwill,  
13 and consumer recognition.

14 86. As a direct and proximate result of DS SolidWorks' wrongful conduct, Autodesk  
15 has been damaged by DS SolidWorks' wrongful acts, and such damage will continue unless the  
16 Court enjoins DS SolidWorks' wrongful acts.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Autodesk prays for the following relief:

19 1. That the Court preliminarily and permanently enjoin DS SolidWorks, its agents,  
20 servants, employees, attorneys, and all others in active concert or participation with DS  
21 SolidWorks, from using product designations or domain names that incorporate the term DWG,  
22 misrepresenting the nature, quality and characteristics of DS SolidWorks' products and services  
23 and their relationship to Autodesk and Autodesk's DWG technology and from committing any  
24 other acts of infringement, misleading advertising and/or unfair business practices directed  
25 toward obtaining for itself the business and customers of Autodesk;

26 2. That the Court preliminarily and permanently enjoin DS SolidWorks, its agents,  
27 servants, employees, attorneys, and all others in active concert or participation with DS  
28 SolidWorks, from infringing Autodesk's AUTOCAD registered trademark and from

1 misrepresenting the relationship, association, or affiliation between AutoCAD and DS Solidworks  
2 programs;

3 3. That the Court preliminarily and permanently enjoin DS SolidWorks, its agents,  
4 servants, employees, attorneys, and all others in active concert or participation with DS  
5 SolidWorks, from infringing the Autodesk trade dress and/or REALDWG mark and tagline,  
6 including but not limited to DS SolidWorks' use of the "real" logo;

7 4. That the Court order the United States Patent and Trademark Office to cancel DS  
8 SolidWorks' U.S. trademark registration for the DWGEDITOR mark (U.S. Registration  
9 No. 3134536) under 15 U.S.C. § 1119;

10 5. That the Court order DS SolidWorks to abandon its U.S. trademark application for  
11 the mark DWGGATEWAY;

12 6. That the Court award Autodesk the profits made by DS SolidWorks and the actual  
13 compensatory damages suffered by Autodesk as a result of DS SolidWorks' unlawful conduct, in  
14 an amount to be proven at trial;

15 7. That the Court award Autodesk treble damages and enhanced profits pursuant to  
16 15 U.S.C. § 1117(a);

17 8. That the Court award Autodesk its costs, prejudgment interest and attorneys' fees  
18 pursuant to 15 U.S.C. § 1117;

19 9. That the Court grant Autodesk any other remedy to which it may be entitled,  
20 including all remedies provided for in 15 U.S.C. § 1117 and under California law;



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10. That the Court award such other relief as it deems just and proper.

Dated: September 18, 2008

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Dated: September 18, 2008

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