

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

SYNOPSYS, INC.,

Plaintiff,

v.

EXTREME DA CORP.,

Defendant.

Civil Action No. 11 - 490

DEMAND FOR JURY TRIAL

**COMPLAINT FOR MISAPPROPRIATION OF TRADE SECRETS,
INTERFERENCE WITH CONTRACTUAL RELATIONS/INDUCEMENT OF
BREACH, COPYRIGHT INFRINGEMENT AND PATENT INFRINGEMENT**

Plaintiff Synopsys, Inc. (“Plaintiff” or “Synopsys”) for its Complaint against Extreme DA Corporation (“Extreme DA” or “Defendant”) alleges as follows:

THE NATURE OF THE ACTION

1. This is an action for trade secret misappropriation, interference with contractual relations, copyright infringement, and patent infringement with respect to Extreme DA’s GoldTime product, which through its misappropriation, copying and infringement as more fully alleged below, unfairly competes with Synopsys’s industry leading static timing analysis tool, PrimeTime.

2. Synopsys’s PrimeTime product is a result of years of development efforts, expertise and investment. As a result, PrimeTime has become the industry’s de-facto gold standard for gate-level static timing analysis. It provides to designers extensive timing analysis checks, advanced on-chip variation analysis techniques, golden delay calculation, advanced modeling, unmatched productivity and ease-of-use, a graphical user interface, and industry wide IC vendor signoff and foundry support.

3. PrimeTime and its related documentation are confidential and provided to customers and business partners pursuant to strict confidentiality obligations. The end user license agreement (EULA) to which PrimeTime customers are bound precludes disclosure of Synopsys confidential information (including the PrimeTime software and its documentation) to any third party without prior Synopsys approval and requires customers to protect this confidential information “from unauthorized dissemination.”

4. Extreme DA has never been provided authorization to access or use PrimeTime or related documentation.

5. Rather than producing an independently developed and unique product, Extreme DA has elected to design a product that trades off of Synopsys’s substantial investment in, and development of, its PrimeTime product, by making use of confidential and proprietary Synopsys commands, options, and variables, and other Synopsys proprietary systems and methods related to static timing analysis and static timing verification.

6. By such unlawful conduct, Extreme DA has wrongfully gained an illegitimate competitive advantage that must be redressed by the relief sought herein.

JURISDICTION AND VENUE

7. This action arises under the Copyright Act, 17 U.S.C. § 101 *et seq.*, under the patent laws of the United States, Title 35 of the United States Code, and under principles of this Court’s pendent and supplemental jurisdiction. This Court has subject matter jurisdiction over the claims asserted herein under 28 U.S.C. §§ 1331, 1338(a), 1367(a) and the doctrine of pendent jurisdiction.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 and 1400(b) in that defendant is incorporated in the state of Delaware and thus located in this district. Defendant is subject to personal jurisdiction in this district because it is a Delaware corporation.

PARTIES

9. Plaintiff Synopsys is a corporation incorporated in the state of Delaware with its headquarters at 700 East Middlefield Road, Mountain View, California. Synopsys develops and licenses products that enable designers to create, model and verify complex integrated circuit designs from concept to silicon. It provides a complete front-to-back design and test environment, system-level to silicon-level verification, design reuse technology and professional services to help its customers get their silicon working quickly and accurately. Synopsys's products enable semiconductor, manufacturing, computer, communications, consumer electronics and other companies that develop and manufacture electronic products to improve performance, increase productivity and achieve predictable success from systems to silicon.

10. Plaintiff is informed and believes that Extreme DA is a corporation incorporated in the state of Delaware with its headquarters and principal place of business at 3211 Scott Blvd., Santa Clara, California. Extreme DA describes itself as a privately held electronic design automation (EDA) company focused on timing analysis technology, including timing sign-off, timing closure, verification across multiple corners, optimization for performance, power and yield, and statistical timing analysis.

GENERAL ALLEGATIONS

Synopsys's PrimeTime Product and Intellectual Property Therein

11. In the context of integrated circuit design, timing (gauging the ability of a circuit to operate at the specified speed) has been a primary issue demanding a large percentage of design team time and effort.

12. To address this issue, Synopsys has developed through considerable investment in research and development over a substantial period of time, a proprietary Static Timing Analysis tool, PrimeTime, which allows the computation of the expected timing of a digital circuit without requiring simulation.

13. PrimeTime contains literally hundreds of Synopsys proprietary commands,

variables and options that are not publicly accessible and are not part of any open format design constraint. These proprietary commands, variables and options are used to write computer programs known as “scripts” that can be executed by PrimeTime. Such commands, variables and options are not generally known. They derive value from being secret, and they are subject to reasonable measures to maintain their confidentiality. For at least these reasons and others, they are trade secrets of Synopsys. These commands, variables and options are disclosed only to Synopsys customers, business partners or others pursuant to strict confidentiality obligations. The manuals themselves contain proprietary rights notices, e.g. stating that the provided software and documentation contain confidential and proprietary information that are the property of Synopsys, Inc., that the software and documentation are furnished under license agreement, and that such may be used or copied only in accordance with the terms of the license agreement. The end user license agreement (EULA) to which PrimeTime customers are bound furthermore precludes disclosure of Synopsys confidential and proprietary information, including limiting access with respect to “employees and contractors on a ‘need to know’ basis.”

14. The mnemonics used in the commands, options, and variables of the PrimeTime software, together with the choice and ordering of the options and variables within the commands (collectively, “Command Mnemonics”) are also subject to copyright protection.

15. Synopsys has complied with the Copyright Act, 17 U.S.C. §101 *et seq.*, and has obtained copyright registration certificates from the U.S. Copyright Office for the PrimeTime computer program and user documentation, which are attached hereto as Exhibit A.

16. Synopsys has placed a copyright notice on all versions of PrimeTime software and user documentation that it has published, licensed or distributed.

17. Synopsys has also developed unique and novel technologies and techniques including that for static timing analysis and static timing verification embodied in Primetime, protected by at least the following U.S. Patents.

18. U.S. Patent No. 5,579,510, entitled, “Method and Structure for Use In Static Timing Verification of Synchronous Circuits,” names Albert R. Wang and Richard Rudell as

inventors, and issued on November 26, 1996 (the “‘510 Patent”). Synopsys is the assignee and holder of all rights, title and interests in the ‘510 Patent, including without limitation all rights to sue for damages for infringement thereof. A copy of the ‘510 Patent is attached as Exhibit B.

19. U.S. Patent No. 6,237,127, entitled, “Static Timing Analysis of Digital Electronic Circuits Using Non-Default Constraints Known as Exceptions,” names Ted L. Craven, Denis M. Baylor and Yael Rindenau as inventors, and issued on May 22, 2001 (the “‘127 Patent”). Synopsys is the assignee and holder of all rights, title and interests in the ‘127 Patent, including without limitation all rights to sue for damages for infringement thereof. A copy of the ‘127 Patent is attached as Exhibit C.

20. U.S. Patent No. 7,237,212, entitled, “Method and Apparatus for Reducing Timing Pessimism During Static Timing Analysis,” names Kayhan Küçükçakar and Ali Dasdan as inventors, and issued on June 26, 2007 (the “‘212 Patent”). Synopsys is the assignee and holder of all rights, title and interests in the ‘212 Patent, including without limitation all rights to sue for damages for infringement thereof. A copy of the ‘212 Patent is attached as Exhibit D.

21. Synopsys is currently, and at all relevant times has been, the sole owner of all rights, title and interests in and to the copyrights in the PrimeTime computer programs and user documentation and the Command Mnemonics, and the trade secrets at issue, as well as the patents at issue.

Extreme DA’s use of Synopsys IP

22. Extreme DA makes, uses, offers for sale and sells GoldTime, a static timing analysis tool in direct competition with PrimeTime.

23. Synopsys is informed and believes that in developing GoldTime, Extreme DA had unauthorized access to, copied and otherwise made use of, proprietary and confidential Synopsys PrimeTime commands, variables and options.

FIRST CAUSE OF ACTION

Misappropriation of Trade Secrets

24. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

25. The confidential and proprietary PrimeTime commands, variables and options are Synopsys trade secrets within the meaning of the Uniform Trade Secrets Act. Such information derives actual and potential economic value from not being generally known to the public or to other persons who can obtain economic value from their disclosure or use.

26. Synopsys has made reasonable efforts to maintain and protect the secrecy of such trade secrets including disclosing such information only pursuant to strict confidentiality requirements.

27. On information and belief, Extreme DA has misappropriated Synopsys's trade secrets by using and disclosing the trade secrets without Synopsys's authorization or consent and by permitting third parties to use the trade secrets without Synopsys's authorization or consent.

28. Extreme DA's misappropriation of Synopsys's trade secrets has caused and will continue to cause Synopsys substantial injury, including, but not limited to, lost profits and the diminution in value of its trade secrets. In addition, Extreme DA has been unjustly enriched by its misappropriation of Synopsys's trade secrets.

29. Synopsys is entitled to recover its actual damages for Extreme DA's misappropriation and/or to recover for Extreme DA's unjust enrichment resulting from the misappropriation.

30. Synopsys is also entitled to injunctive relief restraining Extreme DA's improper use and disclosure of Synopsys trade secrets.

31. Extreme DA's misappropriation of Synopsys trade secrets was and is willful and malicious, and accordingly, Synopsys is entitled to an award of exemplary damages and reasonable attorneys' fees, costs and expenses.

SECOND CAUSE OF ACTION

Interference with Contractual Relations/Inducement of Breach of Contract

32. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

33. On information and belief, at all relevant times, Extreme DA knew or should have known of the confidentiality obligations under the PrimeTime EULA, including, but not limited to: (1) the obligation not to disclose Synopsys confidential information “to any third parties;” (2) the obligation not to use or allow others to “use a Licensed Product or its output ... to develop or enhance any product that competes with a Synopsys product;” (3) the obligation not to use or allow others to use Synopsys software or documentation for purposes other than “creating, modifying, and simulating” Synopsys’s customer designs; and (4) the obligation not to attempt or allow others to attempt to derive ... any underlying algorithms, user interface techniques, or other ideas embodied in” Synopsys software.

34. On information and belief, Extreme DA intended to cause, and its conduct was a substantial factor in causing, breach of one or more of the above-recited terms of the PrimeTime EULA and the disruption of Synopsys’s relationships with its customers under the PrimeTime EULA. As a result of Extreme DA’s conduct, certain PrimeTime EULA conditions, covenants, and other promises have been breached. The results of such breaches include Extreme DA’s improper acquisition of Synopsys confidential information, and Extreme DA’s unauthorized and improper use of such information, contrary to the PrimeTime EULA: (1) to develop or enhance GoldTime; (2) to achieve purposes other than creating, modifying or simulating Synopsys’s customers’ designs; and/or (3) to derive Synopsys’s underlying algorithms, user interface techniques and/or other ideas embodied in PrimeTime.

35. As a proximate result of Extreme DA’s inducement of breach of the terms of the PrimeTime EULA, Synopsys has been damaged in an amount to be ascertained and subject to

proof at the trial of this matter. Synopsys has also been damaged in that it has been denied the right to control the use and exploitation of its technology.

THIRD CLAIM FOR RELIEF

(Copyright Infringement: 17 U.S.C. §§ 101 *et seq.*)

36. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

37. By its actions alleged above, Extreme DA has directly infringed and will continue to infringe Synopsys's copyright in the Command Mnemonics by reproducing and distributing all or portions of the Command Mnemonics in GoldTime and its documentation.

38. On information and belief, the infringing acts of Extreme DA have been deliberate and willful, and in utter disregard of Synopsys's rights. On information and belief, Extreme DA's acts were committed for the purpose of commercial gain.

39. As a result of Extreme DA's actions, Synopsys has suffered and will continue to suffer irreparable harm. Synopsys is informed and believes and thereon alleges that Extreme DA may commit further violations of the copyright laws, and unless restrained and enjoined, will continue to do so. Synopsys will suffer irreparable harm if Extreme DA is permitted to continue freely distributing copyrighted portions of Synopsys software and documentation. Synopsys's remedy at law is not adequate by itself to compensate it for the harm inflicted and threatened by Extreme DA. Therefore, in addition to all other remedies to which it is entitled, Synopsys is entitled to injunctive relief restraining Extreme DA, its officers, agents and employees, and all persons acting in concert with it, from engaging in further such acts in violation of the copyright laws.

40. Synopsys is further entitled to recover from Extreme DA the damages it has sustained and will sustain as a result of Extreme DA's wrongful acts as hereinabove alleged, in amounts to be proven. Synopsys is further entitled to recover from Extreme DA the gains, profits and advantages it has obtained as a result of its wrongful acts described above.

Alternatively, upon its election, Synopsys is entitled to recover statutory damages.

FOURTH CAUSE OF ACTION

(Infringement of U.S. Patent No. 5,579,510)

41. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

42. Synopsys has owned the '510 Patent throughout the period of Extreme DA's infringing acts and still owns the patent.

43. On information and belief, defendant Extreme DA has been, is currently, and unless enjoined, will continue to directly infringe one or more claims of the '510 Patent by making, using, offering to sell, and selling within the United States its GoldTime software products that embody the patented invention.

44. On information and belief, Extreme DA has been, is currently, and unless enjoined, will continue to actively induce, encourage and/or contribute to the infringement of the '510 Patent. At least since the filing of this Complaint, Extreme DA had knowledge of the '510 Patent and induced, encouraged and/or contributed to the direct infringement of the patent by its customers by providing, selling and/or offering for sale the GoldTime software that is designed and intended to enable static timing verification in a manner that infringes the '510 Patent and by dictating via its design and instructions to users thereto the manner in which the software is used such that, when the software is operated as intended by Extreme DA on a computer of an end user, each step of at least one claimed method of the '510 Patent is performed in a manner dictated by GoldTime and/or Extreme DA. Upon information and belief, including without limitation its acts of copying alleged above, Extreme DA acted with specific intent to induce, encourage and/or contribute to its customers' infringement, as evidenced by the directly infringing operation of GoldTime.

45. Extreme DA's acts of direct and indirect infringement are willful in that Extreme DA knew or should have known of the '510 Patent and that its making, using, offering to sell,

and selling within the United States its GoldTime software products would infringe the '510 Patent, but acted despite an objectively high likelihood that such activities would infringe the patent.

46. As a direct and proximate consequence of Extreme DA's infringement and willful infringement of the '510 Patent, Synopsys has suffered and will continue to suffer irreparable injury and damages, in an amount to be determined, for which Synopsys is entitled to relief. Synopsys is entitled to recover damages and treble damages, as well as permanent injunctive relief against further infringement.

FIFTH CAUSE OF ACTION

(Infringement of U.S. Patent No. 6,237,127)

47. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

48. Synopsys has owned the '127 Patent throughout the period of Extreme DA's infringing acts and still owns the patent.

49. On information and belief, defendant Extreme DA has been, is currently, and unless enjoined, will continue to directly infringe one or more claims of the '127 Patent by making, using, offering to sell, and selling within the United States its GoldTime software products that embody the patented invention.

50. On information and belief, Extreme DA has been, is currently, and unless enjoined, will continue to actively induce, encourage and/or contribute to the infringement of the '127 Patent. At least since the filing of this Complaint, Extreme DA had knowledge of the '127 Patent and induced, encouraged and/or contributed to the direct infringement of the patent by its customers by providing, selling and/or offering for sale the GoldTime software that is designed and intended to enable static timing analysis in a manner that infringes the '127 Patent and by dictating via its design and instructions to users thereto the manner in which the software is used such that, when the software is operated as intended by Extreme DA on a computer of an end

user, each step of at least one claimed method of the '127 Patent is performed in a manner dictated by GoldTime and/or Extreme DA. Upon information and belief, including without limitation its acts of copying alleged above, Extreme DA acted with specific intent to induce, encourage and/or contribute to its customers' infringement, as evidenced by the directly infringing operation of GoldTime.

51. Extreme DA's acts of direct and indirect infringement are willful in that Extreme DA knew or should have known of the '127 Patent and that its making, using, offering to sell, and selling within the United States its GoldTime software products would infringe the '127 Patent, but acted despite an objectively high likelihood that such activities would infringe the patent.

52. As a direct and proximate consequence of Extreme DA's infringement and willful infringement of the '127 Patent, Synopsys has suffered and will continue to suffer irreparable injury and damages, in an amount to be determined, for which Synopsys is entitled to relief. Synopsys is entitled to recover damages and treble damages, as well as permanent injunctive relief against further infringement.

SIXTH CAUSE OF ACTION

(Infringement of U.S. Patent No. 7,237,212)

53. Synopsys incorporates by reference and realleges the allegations of paragraphs 1-23, above.

54. Synopsys has owned the '212 Patent throughout the period of Extreme DA's infringing acts and still owns the patent.

55. On information and belief, defendant Extreme DA has been, is currently, and unless enjoined, will continue to directly infringe one or more claims of the '212 Patent by making, using, offering to sell, and selling within the United States its GoldTime software products that embody the patented invention.

56. On information and belief, Extreme DA has been, is currently, and unless enjoined, will continue to actively induce, encourage and/or contribute to the infringement of the '212 Patent. At least since the filing of this Complaint, Extreme DA had knowledge of the '212 Patent and induced, encouraged and/or contributed to the direct infringement of the patent by its customers by providing, selling and/or offering for sale the GoldTime software that is designed and intended to enable static timing analysis in a manner that infringes the '212 Patent and by dictating via its design and instructions to users thereto the manner in which the software is used such that, when the software is operated as intended by Extreme DA on a computer of an end user, each step of at least one claimed method of the '212 Patent is performed in a manner dictated by GoldTime and/or Extreme DA. Upon information and belief, including without limitation its acts of copying alleged above, Extreme DA acted with specific intent to induce, encourage and/or contribute to its customers' infringement, as evidenced by the directly infringing operation of GoldTime.

57. Extreme DA's acts of direct and indirect infringement are willful in that Extreme DA knew or should have known of the '212 Patent and that its making, using, offering to sell, and selling within the United States its GoldTime software products would infringe the '212 Patent, but acted despite an objectively high likelihood that such activities would infringe the patent.

58. As a direct and proximate consequence of Extreme DA's infringement and willful infringement of the '212 Patent, Synopsys has suffered and will continue to suffer irreparable injury and damages, in an amount to be determined, for which Synopsys is entitled to relief. Synopsys is entitled to recover damages and treble damages, as well as permanent injunctive relief against further infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Synopsys prays for judgment against Extreme DA as follows:

A. For injunctive relief under 17 U.S.C. § 502, enjoining Defendant Extreme DA, its

- officers, servants, employees, and all persons acting in concert with it or them, from directly or indirectly engaging in acts that infringe Plaintiff's copyrights;
- B. For an award to Plaintiff Synopsys of its actual damages under 17 U.S.C. § 504 or, at Plaintiff Synopsys's discretion and election, an award under 17 U.S.C. § 504(c) of statutory damages, the statutory damages being in the amount of \$150,000 for each infringement of Plaintiffs' copyrighted works, in view of Defendant Extreme DA's willful infringement, and an accounting;
 - C. For permanent injunctive relief restraining and enjoining further use and disclosure of Synopsys's confidential proprietary information and trade secrets and restraining and enjoining any further acts inducing Synopsys customers to breach contractual obligations owed to Synopsys;
 - D. For compensatory, special, incidental and consequential damages according to proof.
 - E. For recovery of the unjust enrichment obtained by Extreme DA as a result of its wrongful conduct;
 - F. For actual damages as a result of Extreme DA's wrongful conduct;
 - G. For entry of a judgment declaring that Extreme DA has infringed one or more claims of the '510 Patent;
 - H. For entry of a judgment declaring that Extreme DA has infringed one or more claims of the '127 Patent;
 - I. For entry of a judgment declaring that Extreme DA has infringed one or more claims of the '212 Patent;
 - J. For a permanent injunction against continuing infringement of the '510 Patent;
 - K. For a permanent injunction against continuing infringement of the '127 Patent;
 - L. For a permanent injunction against continuing infringement of the '212 Patent;
 - M. For an accounting and damages to compensate Synopsys for Extreme DA's patent infringement, pursuant to 35 U.S.C. § 284, said damages to be trebled because of

- Extreme DA's willful infringement, and an accounting;
- N. For pre-judgment interest in an amount to be determined at trial;
- O. An award of the costs, expenses, and attorneys' fees incurred by Plaintiff Synopsys herein pursuant to pursuant to 35 U.S.C. § 285, 17 U.S.C. §§ 505, 1203; and
- P. Such other and further relief as the Court deems proper and just.

DEMAND FOR JURY TRIAL

Synopsys demands trial by jury on all issues so triable, pursuant to Federal Rule of Civil Procedure 38.

ASHBY & GEDDES

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