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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

MICROSOFT CORPORATION, a Washington corporation,

Plaintiff,

v.

THE SEARCH PEOPLE ENTERPRISES LTD., a British Columbia, Canada, corporation; MEHTABJIT SINGH TEJA, a/k/a RONNIE TEJA, an individual; and DOES 1–10,

Defendants.

No. 2:22-cv-1113

COMPLAINT

COMPLAINT

1. Plaintiff Microsoft Corporation (“Microsoft”) brings this Complaint against Defendants The Search People Enterprises Ltd., Mehtabjit Singh, a/k/a Ronnie Singh, and Does 1–10, alleging claims for (1) contributory copyright infringement; (2) trademark infringement; (3) false designation of origin and false and misleading representations and descriptions of fact; and (4) trade dress infringement.

I. INTRODUCTION

2. Defendants are prolific distributors of black market access devices to Microsoft software that they unlawfully advertise to consumers as genuine software. As a major part of their sales, Defendants instruct their customers to acquire, install, and activate copies of

1 Microsoft software with the access devices. This software is from counterfeit download sites or
2 Microsoft sites that require the purchase of licensed software.

3 3. Defendants use Microsoft's trademarks and trade dress in their marketing and
4 sales material without authorization to deceive consumers about the characteristics, origin, and
5 authenticity of the software. Defendants further deceive their customers into believing that this
6 software is legally licensed for them to use when it is not.

7 4. The access devices trafficked by Defendants consist of Microsoft product
8 activation keys and tokens for software. These keys and tokens are separated from the genuine,
9 licensed Microsoft software they were intended and authorized to activate and sold on a "stand-
10 alone" basis separate from that software ("decoupled product keys" or "decoupled tokens").

11 5. Decoupled product keys and decoupled tokens do not constitute or represent
12 licenses for Microsoft software. They are merely technology tools that Microsoft provides its
13 customers and supply chain partners to access, install, and activate copies of legally licensed
14 software. When these tools are separated from legally licensed software, disassociated with the
15 devices on which they were authorized to be used, they do not have any independent value other
16 than to deceive unwitting consumers into acquiring copies of counterfeit and unlicensed
17 software.

18 6. Defendants have reaped substantial profits from their unlawful sale of
19 unauthorized access devices, all while falsely holding themselves out to be legitimate distributors
20 of licensed Microsoft software. Defendants knew, or had reason to know, that they were
21 facilitating, contributing to, and causing the unlawful copying and distribution of counterfeit and
22 unlicensed Microsoft software.

23 7. Defendants' unlawful sale of unauthorized access devices hurts customers,
24 legitimate commerce, and the software business. Customers are deceived into purchasing
25 counterfeit and unlicensed copies of software when they think they are buying genuine, licensed
26 software. Businesses selling genuine licensed software are harmed when potential customers are
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1 lured away by lower-priced non-genuine software offerings. Microsoft is harmed by
2 Defendants' misuse and theft of its intellectual property.

3 8. To put a stop to Defendants' scheme and associated unlawful activities and hold
4 them accountable, Microsoft seeks an order permanently enjoining Defendants from further sales
5 of unauthorized access devices and an award of money damages for the substantial harm they
6 have caused.

7 **II. PARTIES**

8 9. Plaintiff Microsoft is a Washington corporation with its principal place of
9 business in Redmond, Washington. Microsoft develops, markets, distributes, and licenses
10 computer software, among other products and services.

11 10. On information and belief, Defendant The Search People Enterprises Ltd.
12 ("TSPE") is a British Columbia, Canada, corporation with its principal place of business in
13 Vancouver, Canada.

14 11. On information and belief, Defendant Mehtabjit Singh Teja, a/k/a Ronnie Teja, is
15 an individual currently residing in British Columbia, Canada. On information and belief,
16 Defendant Teja is a director, president, and secretary of Defendant TSPE.

17 12. Defendants Does 1–10 are parties whose identities are presently unknown to
18 Microsoft.

19 13. On information and belief, Defendants TSPE, Teja, and Does 1–10 conspired and
20 operated in concert with each other to advertise and sell Microsoft-branded products and
21 services, including the products and services described in paragraph 4, through their websites
22 softwarekeep.com ("SoftwareKeep Website"), softwarekeep.ca ("SoftwareKeep Canada
23 Website"), saveonit.com ("SaveOnIT Website"), and catsoft.co ("Catsoft Website")
24 (collectively, the "Websites"). The SoftwareKeep Website lists addresses in Point Roberts and
25 Seattle, Washington. The SoftwareKeep Canada Website lists address in Seattle, Washington
26 and Vancouver, British Columbia, Canada. The SaveOnIT Website lists addresses in Seattle,
27

1 Washington and Vancouver, British Columbia, Canada. The Catsoft Website lists addresses in
2 Vancouver, British Columbia, Canada, and San Diego, California.

3 III. JURISDICTION & VENUE

4 14. The Court has subject-matter jurisdiction over the federal claims alleged herein
5 pursuant to 15 U.S.C. § 1121, 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 and 1338(a).

6 15. The Court has general personal jurisdiction and specific personal jurisdiction over
7 Defendants because Defendants conduct systematic and continuous business in this District;
8 Plaintiff's allegations arise from action and contact by Defendants in this District; Defendants
9 committed a substantial part of the acts of infringement in the Complaint within this District; and
10 Defendants injured Plaintiff in this District. At all times, Defendants regularly and
11 systematically transacted business within the State of Washington and the wrongful conduct
12 described herein reached Washington Consumers. Defendants also derive substantial revenue
13 from Washington residents.

14 16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
15 substantial part of the events or omissions giving rise to the claims herein occurred in this
16 District.

17 IV. FACTS

18 A. The Negative Impact of Software Piracy on Consumers, Legitimate 19 Businesses, and Intellectual Property Rightsholders

20 17. The U.S. economy loses billions of dollars in revenues each year from software
21 piracy—namely, the unauthorized and unlawful copying, downloading, and distributing of
22 copyrighted and trademarked software and related components. Software developers, like
23 Microsoft, create hundreds of thousands of technology jobs and are significant drivers of
24 economic growth across the United States and globally. The theft of intellectual property
25 negatively impacts software companies' revenues and the economic growth of countries around
26 the world.
27

1 18. Software piracy also victimizes consumers who believe they are purchasing
2 genuine, fully licensed products. As occurred in this case, distributors of pirated software
3 deceive consumers by going to great lengths to make the software appear to be licensed and
4 authorized by Microsoft and advertising it as such.

5 19. Legitimate technology businesses that follow the rules are also harmed by
6 software piracy because their business is displaced by cheaper offerings from dishonest vendors
7 who do not acquire and pay for licensed software.

8 **B. Microsoft's Intellectual Property**

9 20. Microsoft develops, advertises, markets, distributes, and licenses computer
10 software programs. One of the methods that Microsoft uses to distribute software is digital
11 downloads through Microsoft.com and authorized electronic-software distribution vendors.

12 21. Microsoft sells licenses to use its software; it does not sell the software itself.
13 Microsoft's software licensing agreements make clear to end users that they are acquiring a
14 license to use the software and not title to the software. The licensing agreements contain
15 limitations around the use of the software and place restrictions on transfer of the software
16 license and accompanying components.

17 22. Microsoft's software programs include the following:

18 a. **Microsoft Office 2019:** Microsoft has developed, and advertises,
19 markets, distributes, and licenses a suite of productivity software for business, home, and
20 education use called Microsoft Office 2019 ("Office 2019"). Microsoft holds valid copyrights in
21 three versions of Office 2019 relevant to this case: Office Professional Plus 2019, Office
22 Professional 2019, and Office Home & Business 2019. Microsoft's copyrights were duly and
23 properly registered with the United States Copyright Office, bearing the numbers TX 8-640-200,
24 TX 8-748-909, TX 8-777-138, respectively.

25 b. **Microsoft Office 2021:** Microsoft has developed, and advertises,
26 markets, distributes, and licenses a suite of productivity software for business, home, and
27 education use called Microsoft Office 2021 ("Office 2021"). Microsoft holds valid copyrights in

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