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7
8 Attorney for Plaintiff,
9 HiTek Software LLC

10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 HITEK SOFTWARE LLC, a California
14 Limited Liability Company,

15 Plaintiff,

16 vs.

17 FOXCONN CORPORATION; a Texas
18 corporation; FOXCONN
19 INTERCONNECT TECHNOLOGY
20 (USA), INC., a Texas corporation,
21 FOXCONN ELECTRONICS, INC., a
22 California corporation, FOXCONN
23 E MS, INC., a California corporation,
24 DOES 1-10, inclusive,

25 Defendants.

CASE NO.

COMPLAINT

- 1. **COPYRIGHT INFRINGEMENT;**
- 2. **CONTRIBUTORY COPYRIGHT INFRINGEMENT;**
- 3. **VICARIOUS COPYRIGHT INFRINGEMENT;**
- 4. **VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, AT §1201(a);**
- 5. **REQUEST FOR INJUNCTIVE RELIEF;**

DEMAND FOR JURY TRIAL

26 COMES now, Plaintiff, HiTek LLC, a California limited liability company,
27 which alleges that Defendants Foxconn Corporation, a Texas corporation, Foxconn
28 Interconnect Technology (USA), Inc., a Texas Corporation, Foxconn Electronics,

1 Inc., a California corporation, Foxconn E MS, Inc., a California Corporation,
2 (collectively hereinafter “FOXCONN”) are liable to it for copyright infringement,
3 contributory copyright infringement, vicarious copyright infringement and violation
4 of the Digital Millennium Copyright Act, at §1201(a) in connection with Plaintiffs
5 copyrighted software entitled *JaSFTP* (hereinafter “the Software”). This action is
6 based upon federal question and seeks damages and injunctive relief upon
7 Defendants’ unauthorized access, copying, adaptation, distribution and usage of
8 Plaintiff’s copyrighted software.
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11 **JURISDICTION AND VENUE**
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13 1. This action arises under the Copyright Act of the United States 17
14 U.S.C. §101 and §501, et seq. and the Digital Millennium Copyright Act, 17 U.S.C.
15 §1201(a). This Court has jurisdiction over the subject matter of this action pursuant
16 to 28 U.S.C. §1338(a). Jurisdiction is further founded upon Defendants’ acceptance
17 of a licensing agreement in connection with use of *JaSFTP*, whereby the parties
18 agree to subject themselves to the personal jurisdiction of the courts of the State of
19 California.
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22 2. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) &
23 §1400(a). Venue is also proper as the result the Defendants’ acceptance of the
24 above-mentioned licensing agreements’ forum-selection clause which designates the
25 County of Los Angeles, State of California, as the location for hearing any dispute
26 arising in relation to use of the program. (See *Atlantic Marine Construction*
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1 *Company v. United States District Court for the Western District of Texas*, 134
2 Supreme Court 568, 582 (2013)).

3
4 **PARTIES**

5 3. HiTek LLC (hereinafter “HiTek”) is a California limited liability
6 company, with its principal place of business located in Santa Barbara, California.
7 HiTek is a software developer and engages in the licensing of its software products
8 on the Internet.
9

10 4. Plaintiff is informed and believes and thereon alleges that Foxconn
11 Corporation (hereinafter collectively as “Foxconn”), is a Texas corporation, with its
12 principal place of business located at 8801 Fallbrook Drive, Houston, TX 77064.
13 On information and belief, Plaintiff alleges that Foxconn is principally engaged in
14 the manufacture, development and distribution of computer, communication and
15 consumer electronic products.
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18 5. Plaintiff is informed and believes and thereon alleges that Foxconn
19 E MS, Inc., (hereinafter collectively as “Foxconn”), is a California Corporation,
20 with its principal place of business located at 8807 Fallbrook Drive, Houston, TX
21 77064. On information and belief, Plaintiff alleges that Foxconn is principally
22 engaged in the manufacture, development and distribution of computer,
23 communication and consumer electronic circuit boards.
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26 6. Plaintiff is informed and believes and thereon alleges that Foxconn
27 Interconnect Technology (USA), Inc., (hereinafter collectively “Foxconn”), is a
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1 Texas Corporation, with its principal place of business located at 1688 Richard Ave,
2 Santa Clara CA 95050. On information and belief, Plaintiff alleges that Foxconn is
3 principally engaged in the development, manufacturing and marketing of electronic
4 and optoelectronic connectors, antennas, acoustic components, cables and modules
5 for applications in computers, communication equipment, consumer electronics,
6 automobiles, industrial and green energy field products.
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9 7. Plaintiff is informed and believes and thereon alleges that Foxconn
10 Electronics, Inc., (hereinafter collectively as “Foxconn”), is a California
11 Corporation, with its principal place of business located at 1688 Richard Ave, Santa
12 Clara CA 95050. On information and belief, Plaintiff alleges that Foxconn is
13 principally engaged in the manufacture, development and distribution of computer,
14 communication and consumer electronic products.
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17 8. Plaintiff is informed and believes and thereon alleges that all relevant
18 times, the individual known as “administrator,” was an employee of Foxconn acting
19 at all times within the course of employment with the title of software
20 engineer/computer programmer.
21

22 9. Plaintiff is informed and believes and thereon alleges that at all times
23 mentioned herein Defendants, and each of them, have engaged in and continue to
24 engage in the purchase and/or sale of goods and services within the County of Los
25 Angeles, State of California and have generally directed their activities at California.
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27

28 10. Plaintiff is unaware of the name and true capacities of Defendants,

1 whether individual, corporate and/or partnership entities, named herein as DOES 1
2 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff
3 will seek leave to amend this complaint when their true names and capacities are
4 ascertained. Plaintiff is informed and believes and thereon alleges that all of the
5 Defendants, known and unknown, are in some manner responsible for the wrongs
6 alleged herein and that at all times mentioned herein were the agents and servants or
7 joint venturers/partners-in-concert of the other Defendants, and acted within the
8 course and scope of said agency and employment or within the parameter of their
9 agreement.

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13 11. Plaintiff is informed and believes and thereon alleges that at all times
14 relevant hereto, Defendants and DOES 1-10, inclusive, knew or reasonably should
15 have known of the acts and behavior alleged herein and the damages caused thereby,
16 and by their inaction ratified and courage such acts and behavior.

17
18 **GENERAL ALLEGATIONS**

19
20 **Background**

21 12. Java is a computer programming language developed and sold by Sun
22 Microsystems and later adopted by the computer industry as the language that can
23 be used to write complete applications to be run on a Web browser. It was
24 developed originally to enable networked computers to transmit computations to
25 each other. Yet, Java is important not only because it allows computations to be
26 downloaded through web pages, but also because it is the first portable program-

1 ming language for the Windows operating systems. Java makes it possible to write
2 programs that run the same way regardless of the kind of machine used.

3
4 13. FTP are letters which mean File Transfer Protocol and is the standard
5 way of transferring files from one computer to another on the Internet. It is used in
6 conjunction with TCP/IP or Transfer Control Protocol and Internet Protocol. TCP
7 deals with construction of data packets for transmission, and IP, routes them from
8 machine to machine by address. FTP is built on a client-server design and uses
9 separate control and data connections between the client and the server.
10

11
12 14. In the present case, HiTek has used Java together with File Transfer
13 Protocol (FTP) and Secure File Transfer Protocol (SFTP) to create data management
14 tasks using logic and scheduling, to securely automate the transfer of data files.
15

16 15. HiTek styles itself as “... *the leader in multi-platform automation*
17 *software. Our goal is to create affordable and high level automation software*
18 *products for large enterprises as well as small businesses. We provide automation*
19 *related software for Windows, Mac, Linux/Unix.”*
20

21 **The Copyrighted Software**

22 16. Version 8.0, of JaSFTP (“the Software.”) was registered with the
23 Register of Copyrights in 2010, and was assigned Registration No. TXu 001711775.
24 A true and correct copy of the registration certificate is attached hereto and is
25 incorporated by reference as **Exhibit “A.”**
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1 **The Licensing of the Copyrighted Software**

2 17. HiTek licenses the copyrighted Software online at the Internet web site
3 hiteksoftware.com.

4
5 18. When the Software is downloaded and run, the user must first affirm an
6 End User Licensing Agreement (“EULA”) before the program can be activated.
7 This EULA is only applicable to V.8.0 and no other version. Each new version
8 requires a new fee and the licensee will receive the EULA applicable to that version.
9 A true and correct copy of the EULA is attached hereto as **Exhibit “B,”** and is
10 incorporated by reference.
11

12
13 19. In spite of the complexity of the system, the Software is licensed under
14 extremely reasonable terms. HiTek employs the so-called demoware/trial model,
15 whereby an interested user is permitted to download a time limited version of the
16 Software for thirty (30) days in order to test it to see if it is suitable for his or her
17 needs. See *37 Code of Federal Regulations* §201.26(b)(1).
18

19
20 20. If the user is satisfied with the Software and wishes to continue to use it
21 beyond the time limitations applied to free use, the EULA requires the user to apply
22 for a full-use license by paying the standard market fee. At that point, the user is
23 provided an “unlock code” (or key) that removes the restrictions in the Software. It
24 is important to note that obtaining a license to an earlier version of the Software
25 does not entitle the user to gain access to or use a later version. Each version is
26 separate and distinct requiring a fee and assent to the EULA that is bundled with
27
28

1 that version.

2 **Cracking and Warez Sites and Unlicensed Use**

3
4 21. Unfortunately, a broad array of so-called “cracking sites” have
5 appeared on the internet that are capable of generating and providing users with
6 unauthorized unlock codes for the Software and many other programs offered in the
7 trialware/demoware model. These sites supply the decryption of registration keys to
8 developers’ software and enable fraudulent registration codes to be used in order to
9 gain unlicensed and unlimited access to the subject program.
10

11
12 22. A similar number of so-called “warez sites” have sprung offering
13 already-cracked copies of copyrighted programs for download and use.

14
15 23. Such users have used the Software without license and without any
16 payment to HiTek to quickly set up automation programs such as JaSFTP to enable
17 the transfer of files to and from various networks. The transfer, the tasks, task runs,
18 scheduling and file processing performed by JaSFTP enormously assist in reducing
19 the need for manpower to complete the same tasks. Such users thereby obtain
20 significant financial benefit through their illicit, unlicensed infringing use.
21

22 **Collection of Information Concerning Infringement.**

23
24 24. In self-defense, HiTek has installed a tracking system whereby the
25 Software reports its use to HiTek’s servers.

26
27 25. HiTek is thereby able to identify the date and time of the unlicensed
28 use, the public and private IP address of the computer on which the unlicensed use

1 occurs, the unauthorized registration key used to unlock the software, the identity of
2 the user of that computer, the owner or organization responsible for operating the
3 computer, and other data which is integral to proof of infringement.
4

5 26. The collection of this usage data by the Software and its transmission to
6 HiTek is made known to and acknowledged and affirmed by the user as part of the
7 EULA when the Software is first used.
8

9 27. The EULA makes clear representation that the license received by the
10 licensee is non-exclusive and non-transferable. (See *Parag. 1 of the EULA*, **Exhibit**
11 **“B “**)
12

13 **ALLEGATIONS OF DEFENDANTS’ INFRINGEMENT**

14 28. Plaintiff has collected information demonstrating that Defendants have
15 used the Software found in registered Version 8.0 which was present in Version
16 8.28. The latter is known as a patch or upgrade. Generally, a patch is a minor
17 update to the registered version. It is, however, a derivative of the registered
18 Version 8.0. The source code found in V.8.0 is also present in V.8.28., with some
19 modification as it is an upgrade. The latter version merely represents where HiTek
20 *discovered* the defendants within its Software.
21
22

23 29. The upgrade was not registered at the time of the alleged
24 infringements and HiTek does not rely exclusively upon it to establish copyright
25 infringement. *In effect, HiTek is pointing to Version 8.28 to prove a violation of*
26 *Version 8.0.* The upgrade to the Software, noted as V.8.28, does not
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1 function separately from the registered software itself, but enhances the original
2 expression included within the registered version of the Software. The Software and
3 its upgrades are *substantially similar* to one another. In short, there is no way to
4 have used the enhancement found in Version 8.28 without also using the source
5 code underlying the registered Software, Version 8.0. Because the use of the
6 Software by Defendants was unauthorized as herein alleged, a violation of plaintiff's
7 copyright occurred.

10 30. HiTek discovered that the defendants had used an unauthorized
11 registration key to gain access, to copy, adapt and disseminate Version 8.28 to
12 various computers within the organization. In fact, documentation confirms the
13 presence of defendants on four separate computers during the period commencing
14 February 24, 2011 through and including July 15, 2015.

17 31. The specific information related to the unlicensed infringing use is set
18 forth herein.

20 **FIRST CLAIM FOR RELIEF: Copyright Infringement per 17 U.S.C. §106.**

22 **The Group of Infringements.**

23 32.

24 a.) For that computer entitled **CISCOLSSProdEAIO1**, it was installed on
25 February 24, 2011, at 10:20 a.m., China Standard Time. The Public Internet
26 Protocol (IP) address is noted as: 116.6.90.250; its Private IP address is
27

1 10.167.193.230. The Asia-Pacific Network Internet Centre (“APNIC”), the
2 regional registry for that Asian/Eastern Pacific area indicates the Public IP to
3 be ChinaNet. ChinaNet is an Internet Service Provider and part of China
4 Telecom, the state owned Internet governing body. **Exhibit “C”** incorporated
5 by reference and attached hereto. Foxconn has several offices located in
6 China. **Exhibit “D,”** incorporated by reference and attached hereto. Plaintiff
7 is informed and believes and thereon alleges that ChinaNet is the ISP for
8 Foxconn in China.
9

10
11 b.) On the above time and date, it is alleged the user, “Administrator,”
12 affirmed the EULA and was permitted to have access to the Trial version of
13 the Software, i.e., JaSFTP, Version 8.28. Following entry to the Trial
14 version, the user introduced an unauthorized registration key, to wit, GHTR7-
15 QXY8R-W4DRM-RTH4U. This key had the effect of unlocking the
16 Software to unlimited use without the knowledge or consent of HiTek. This
17 key was not issued by HiTek.
18

19
20 c.) The user of the CISCO computer, HiTek is informed and believes,
21 passed along the false registration key to others at Foxconn in Houston,
22 Texas, leading to the profound extent of infringing activity that is set forth
23 below.
24

25
26 d.) On April 30, 2015, at 11:36 p.m., EDT, the user of this computer set up
27 10 tasks, 9 schedules and then wrongfully completed 47,294 task runs and
28

1 processed 3,232,274 files. These acts occurred in the People’s Republic of
2 China.

3
4 33. For that computer called **LSSFTXProdEAI02**, the actual dates and
5 times of infringement are, as follows:

6
7 a.) On February 19, 2013, at 12 p.m., EST, the Software was installed on
8 defendant’s computer. Seconds later, registration occurred. The Program
9 version targeted by the user was Version 8.28.

10
11 b.) Once admitted to the Program following assent to the EULA, the user
12 entered an illegally generated and unauthorized registration key into the
13 trial version of the software. The key is noted as: GHTR7-QXY8R-
14 W4DRM-RTH4U. This key was not issued by HiTek to any defendant. It
15 is plainly unauthorized. This key unlocked the program to unlimited use
16 for an unlimited time without the knowledge or consent of HiTek. It makes
17 their copy of the software an illegal one violating the exclusive rights of
18 copyright and violating the EULA. Furthermore, no key is issued to Trial
19 users until they pay the standard market fee demanded of all licensees.
20
21 Defendants have never paid the standard market fee to HiTek.

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23
24 c.) The Public Internet Protocol address of this computer is noted to be
25 65.205.114.151; the Private IP address is 10.18.143.212. The American
26 Registry of Internet Numbers (ARIN) indicates that the Public IP comes
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within the Net Range of addresses assigned by it to Foxconn. A copy of the report is attached hereto and incorporated by reference as **Exhibit “E.”**

d.) By reason of their fraudulent unlock code, the defendants created a total of 21 Tasks, on 12 Total Schedules, to run more than 616,133 Task Runs and process 93,020,829 files on this one computer. The latest usage is recorded as of June 12, 2015.

34. For that computer known as **LSSFTXProdEAI01**, the data reflects the following:

a.) The copyrighted Software was installed on March 2, 2013, at 11:10 a.m., PST. The same unauthorized registration key (as above) was utilized by defendants to gain unauthorized access and engage in illegal copying (incl. all the exclusive rights of copyright).

b.) The Public IP of this computer is the same as that for **LSSFTXProdEAI02**; the Private IP is noted to be 10.18.143.218. Thus, it is another Foxconn computer on the same network as that above.

c.) This second computer was keyed to Version 8.28 and without obtaining a license and through use of an unauthorized registration code created up to 18 tasks and 11 schedules, 689,125 task runs and processed 21,672,099 files.

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35. For that computer known as **LSSFTXTestEAI**, the data reflects the following facts.

a.) The Software was installed on this computer on February 19, 2013, at 9:01 a.m., EST. After affirming the EULA, the defendants registered the same unauthorized key (as above) in the Trial version of the program.

b.) The unauthorized key unlocked the software to unlimited use without the knowledge or consent of HiTek and stands in violation with the other unauthorized acts documented above as a violation of the Copyright Act, the Digital Millennium Copyright Act, at §1201(a)(1)(A) and the EULA.

c.) This third computer created 5 tasks, 5 schedules, 644,109 task runs and processed 813,108 files.

36. The total of all tasks, task runs, schedules and processed files is as of July 31, 2015, the following: (Not including the totals from

CiscoLSSProdEAI01)

- i. Tasks – 44
- ii. Task Runs – 1,949,367
- iii. Schedules – 28
- iv. Files Processed – 115,506,036

1 37. Proofs of the above unauthorized usage is attached hereto and
2
3 incorporated by reference as **Exhibit “F.”**

4 38. Therefore, with the above mentioned data in mind, HiTek alleges that
5 the defendants illegally reproduced, adapted and disseminated the Software among
6 members of Foxconn and other external unrelated entities. They violated the
7 plaintiff’s End User License Agreement by using illegally generated keys to unlock
8 the software. They further violated the exclusive right of HiTek to prepare
9 derivative works by adapting the purloined software to the needs of their employer,
10 Foxconn. Further, they violated the exclusive right of distribution by disseminating
11 the non-transferable program among the employees of Foxconn and those located in
12 China. In so doing, they violated the Copyright Act at 17 U.S.C. §§106(1)(2)&(3).
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15 39. Plaintiff alleges that the full amount of Actual Damages, including
16 profit attributable to the infringement, is unknown to plaintiff at this time, it is
17 believed that Actual Damages are in excess of \$10,000,000.00. Plaintiff does allege
18 that Statutory Damages are at minimum \$150,000.00. The acts of Defendants, and
19 each of them, involve the use of a fraudulent key in order to bypass Plaintiff’s
20 genuine codes issued to legitimate purchasers. By reason of their use of a fraudulent
21 key to gain access and copy, the infringers knew or had reason to know they were
22 violating plaintiff’s Exclusive Rights under the Copyright Act. Accordingly, then,
23 the acts complained of were willful and deliberate and qualify for the maximum
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1 allowed by law. (At 17 U.S.C. §504(c)(2)).

2 **SECOND CLAIM FOR RELIEF: Contributory Copyright Infringement**

3
4 40. Plaintiff incorporates by reference paragraphs 1 through 39 as if the
5 same were set forth fully herein.

6 41. Plaintiff is informed and believes and thereon alleges Defendants
7 induced, caused and materially assisted in and contributed to the infringement
8 alleged herein by supplying its employees, officers, servants, agents and others with
9 the copyrighted Software and with devices and equipment enabling them to commit
10 the acts complained of herein. Plaintiff is further informed and believes that at all
11 times mentioned herein defendants were aware of or had reason to know of the
12 illegality of what they contributed to, yet failed and refused to bring an end to these
13 acts and were thus willfully blind to the activity. These unauthorized acts
14 constituting infringement occurred over a two year period during which
15 management had sufficient opportunity to become aware of the illegality. By its
16 inaction, the employer has essentially ratified the illegal conduct. Accordingly,
17 defendants are jointly and severally liable as contributory infringers to plaintiff for
18 the direct infringement committed by its employees, servants, agents and others.
19

20
21 42. Defendant's acts were done with intent to injure HiTek and take from it
22 a rightful profit for its product. Use of a fraudulent key to gain unauthorized access
23 infers a knowledgeable and willful act giving rise to HiTek's right to seek the
24 maximum in Statutory Damages available. [At 17 U.S.C. §504(c)(2)]. Plaintiff is

1 informed and believes that Actual Damages are appropriate here, according to proof
2 at time of trial.

3
4 **THIRD CLAIM FOR RELIEF:** *Vicarious Copyright Infringement.*

5 43. Plaintiff incorporates by reference paragraphs 1 through 42, inclusive,
6 as if the same were set forth fully herein.

7
8 44. At all times mentioned herein, defendants as employer of Administrator
9 and principal of all other defendant's, had the right and ability to oversee, supervise
10 and control the actions of its employees and agents by virtue of its position. The acts
11 of other unknown employees gaining unauthorized access and copying enabled them
12 to purloin the Software which was preventable by vigilant acts on the part of
13 defendant employers. Yet, the latter neglected to prevent these acts from occurring.

14
15 45. Defendants gained a direct financial benefit they would otherwise not
16 have enjoyed by the unauthorized copying of the plaintiff's program. By its actions,
17 defendant's saved costs and avoided certain expenses for man-hours they would
18 otherwise have encountered and be required to pay. But for this financial benefit
19 arising out of the automation features found in JaSFTP, defendant's profit would
20 likely be less for the period of its unauthorized use and thereafter.

21
22 46. Consequently, defendants are vicariously liable to plaintiff for
23 infringement and incur joint and several liability for damages with those persons
24 directly committing copyright infringement. In this case, defendants are liable to the
25 greater of Actual Damages, according to proof or the maximum allowed by law for
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27
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1 Statutory Damages.

2 **FOURTH CLAIM FOR RELIEF:** *Violation of the Digital Millennium*

3 *Copyright Act (17 U.S.C. §1201(a))*

4
5 47. Plaintiff incorporates by reference paragraph 1 through 46, inclusive, as
6 the same were set forth fully herein.

7
8 48. At all times mentioned herein, HiTek had in force a 20 digit
9 alphanumeric code with an embedded order number, year and computer name.

10 49. The code above was designed to frustrate efforts at gaining
11 unauthorized access and copying of the Copyrighted Software. By entering the order
12 number, the year the license is issued and computer name, HiTek is able to identify
13 where and who will be using the program and defeat those who are not legitimate
14 licensees.
15

16
17 50. It is only when a legitimate purchaser assents to the EULA and pays the
18 standard market fee to the HiTek intermediary company that a license will be issued.

19
20 51. The alphanumeric code mentioned above is intended as a technological
21 measure for the purpose of protecting the Copyrighted Software. To gain access
22 requires knowledge of the 20 digits issued by plaintiff including the computer name,
23 year of issuance and order number of the license. It is intended to exclude those who
24 seek to circumvent the key.
25

26 52. Each access of the Copyrighted Software constitutes a new violation of
27 Section 1201(a). Each constitutes a separate occurrence and violative act.
28

1 53. The complete number of acts of circumvention is at this time unknown
2 to HiTek, but at least eighteen occasions are detected thus far. Damages resulting
3 from acts of illegal circumvention are *in addition* to those awarded under the
4 Copyright Act.
5

6 54. The use of the circumvention device to gain access is an intentional and
7 knowledgeable act by defendants. It is therefore willful and subjects them to the
8 maximum allowed for Statutory Damages or Actual Damages, according to proof.
9

10 **WHEREFORE**, plaintiff prays that the Court issue the following order:
11

12 A. Defendants be enjoined during the pendency of this action and
13 permanently thereafter from appropriating, using or otherwise benefitting from
14 plaintiffs copyrighted application software identified above without the express
15 written approval of plaintiff or its delegate;
16

17 B. Defendants be ordered to identify, preserve, set aside and retain in
18 good order any and **all source code found in executable files** used by them in the
19 infringement alleged above pursuant to Federal Rule of Civil Procedure 34, which
20 includes, but is not limited to:
21

22 (i) All **electronically stored information** which contains any portion of
23 plaintiff's copyrighted program;
24

25 (ii) **All hard drives**, both internal and external, found in those computers
26 listed above from February 19, 2013, through and including the date of this
27 Complaint;
28

1 (ii) all writings as defined in Federal Rule of Evidence 1001, which refer to
2 or mention **in any manner** plaintiff's program, except to those items based on
3 privilege.
4


5 C. Pay plaintiff all damages sustained by Hitek as the result of defendants
6 unlawful acts, with prejudgment interest, as well as account for and pay for all gains
7 and profits they have enjoyed at plaintiffs expense. In particular, Plaintiff demands
8 compensation of at least \$150,000.00 as Statutory Damages, or alternatively, Actual
9 Damages, in the nature of profits attributable to the infringement, both direct and,
10 indirect, which plaintiff believes are in excess of \$10,000,000.00. In addition, the
11 maximum allowed per occurrence in Statutory Damages for violation of the Digital
12 Millennium Copyright Act, §1201(a).
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16 D. All costs of litigation, including, but not limited to costs of suit, an
17 award of reasonable attorney fees and interest at legal rates.
18

19 E. Such other and further relief as the Court deems just.
20

21 Dated: August 10, 2015

LAW OFFICES OF DONALD M. GINDY

22
23 By: 
24 Donald M. Gindy
25 Attorneys for HITEK SOFTWARE LLC,
26 a California Limited Liability Company
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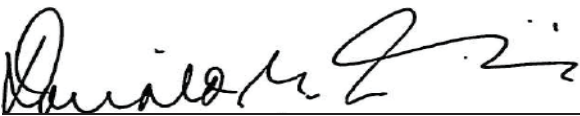
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DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that Plaintiff Hitek Software, LLC hereby demands a jury trial in this action.

DATED: August 10, 2015

LAW OFFICES OF DONALD M. GINDY

By: 

Donald M. Gindy
Attorneys for HITEK SOFTWARE LLC,
a California Limited Liability Company