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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

DASSAULT SYSTÈMES SOLIDWORKS
CORPORATION,

Plaintiff,

- v. -

PRIME ENGINEERING INDUSTRIAL
SOLUTIONS LLC,
PRIME ENGINEERING INDUSTRIAL AZ
LLC,
PRIME ENGINEERING AZ L.L.P.,
KYLE CLEVER,
MICHAEL RIEKE,
JOHN “BRIAN” DOE, and
JOHN “LOGAN” DOE

Defendants.

Case No.: 1:25-cv-00756

COMPLAINT

Jury Trial Demanded

Plaintiff Dassault Systèmes SolidWorks Corporation (“DS SolidWorks”) by its undersigned counsel as and for its Complaint against Defendants Prime Engineering Industrial Solutions LLC, Prime Engineering Industrial AZ LLC, and Prime Engineering AZ L.L.P. (collectively “Prime Engineering”), Kyle Clever (“Clever”), Michael Rieke (“Rieke”), John “Brian” Doe (“Brian”) and John “Logan” Doe (“Logan”) (collectively “Defendants”) hereby allege as follows:

NATURE OF THE ACTION

This is a copyright infringement, circumvention of technological measures, and Massachusetts Common Law breach of contract action arising out of

Defendants' unauthorized and willful use and copying of DS SolidWorks' SOLIDWORKS software package.

THE PARTIES

1. Plaintiff DS SolidWorks is a Delaware corporation, having a principal place of business at 175 Wyman Street, Waltham, MA 02451-1223.

2. On information and belief, Defendant Prime Engineering Industrial Solutions LLC is an Indiana limited liability company having a principal place of business at 1004 W. Washington Avenue, Shelbyville, IN 46176.

3. On information and belief, Defendant Prime Engineering Industrial AZ LLC is an Arizona limited liability company having a principal place of business at 3381 Monte Moro St, Kingman, AZ 86401.

4. On information and belief, Defendant Prime Engineering AZ L.L.P. is an Arizona limited liability partnership having a principal place of business at 3381 Monte Moro St., Kingman, AZ 86401.

5. On information and belief, Defendant Kyle Clever is an adult individual and employee of Prime Engineering residing at 3453 E Ames Ave, Kingman, AZ 86409.

6. On information and belief, Defendant Michael Rieke is an adult individual and co-founder of Prime Engineering residing at 4705 S Meridian Road, Greenfield, IN 46140.

7. On information and belief, Defendant John “Brian” Doe is an adult individual with the first name Brian who works for Prime Engineering and resides in Indiana and in this judicial district.

8. On information and belief, Defendant John “Logan” Doe is an adult individual with the first name Logan who works for Prime Engineering and resides in Indiana and in this judicial district.

JURISDICTION AND VENUE

9. This action arises under 17 U.S.C. § 101 et seq. for infringement of copyrights owned by DS SolidWorks.

10. This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a). This Court has subject matter jurisdiction over the state law claim pursuant to 28 U.S.C. §1367(a).

11. This Court has personal jurisdiction over Defendant Prime Engineering Industrial Solutions LLC because, among other things, Defendant Prime Engineering Industrial Solutions LLC resides in and transacts business in Indiana and in this judicial district.

12. This Court has personal jurisdiction over Defendant Prime Engineering Industrial AZ LLC because, among other things, Defendant Prime Engineering Industrial AZ LLC has continuous, systematic contacts with Indiana

through its relationship with Prime Engineering Industrial Solutions LLC, and further this lawsuit is related to the contacts between Prime Engineering Industrial AZ LLC and Prime Engineering Industrial Solutions LLC.

13. This Court has personal jurisdiction over Defendant Prime Engineering Industrial AZ L.L.P. because, among other things, Defendant Prime Engineering Industrial AZ L.L.P. has continuous, systematic contacts with Indiana through its relationship with Prime Engineering Industrial Solutions LLC, and further this lawsuit is related to the contacts between Prime Engineering Industrial AZ L.L.P. and Prime Engineering Industrial Solutions LLC.

14. This Court has personal jurisdiction over Defendant Clever because, among other things, this action results from Clever's business activity in Indiana and in this judicial district, and the actions complained of in this action were performed by Clever in Indiana and in this judicial district.

15. This Court has personal jurisdiction over Defendant Rieke because, among other things, he resides in Indiana and in this judicial district, this action results from Rieke's business activity in Indiana and in this judicial district, and the actions complained of in this action were performed by Rieke in Indiana and in this judicial district.

16. This Court has personal jurisdiction over Defendant John "Brian" Doe because, among other things, upon information and belief he resides in Indiana and

in this judicial district, this action results from his activities in Indiana and in this judicial district and his business connection to Prime Engineering Industrial Solutions LLC.

17. This Court has personal jurisdiction over John “Logan” Doe because, among other things, upon information and belief he resides in Indiana and in this judicial district, this action results from his activities in Indiana and in this judicial district, and his business connection to Prime Engineering Industrial Solutions LLC.

18. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2), 1391(c)(2), and 1400(a).

BACKGROUND

DS SolidWorks and the Copyrighted Works

19. DS SolidWorks is the creator, author, and owner of the software code for the SOLIDWORKS software package, which is a computer-aided design (“CAD”) software package.

20. DS SolidWorks has created, authored, and is the owner of various “releases” of SOLIDWORKS, each building upon the prior release.

21. DS SolidWorks owns many copyright registrations for the SOLIDWORKS software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

Registration Number	Registration Name
TX 0005225647	SOLIDWORKS 2000
TX 0005666476	SOLIDWORKS 2001 PLUS
TX 0005725523	SOLIDWORKS 2003
TX 0008101716	SOLIDWORKS 2015
TX 0008885576	SOLIDWORKS 2020
TX 0009112305	SOLIDWORKS 2021
TX 0009074914	SOLIDWORKS 2022
TX 0009376069	SOLIDWORKS 2024

Table 1

Detection of Infringement by Defendants

22. The SOLIDWORKS software incorporates detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the SOLIDWORKS software and transmits identifying data to DS SolidWorks over the internet when such unauthorized uses occur.

23. Through its monitoring technology, DS SolidWorks detected at least 403 uses of unlicensed and unauthorized copies of the SOLIDWORKS software on at least eleven computers having Media Access Control (“MAC”) addresses as shown below in Table 2 (the “Computers”).

Computer	MAC Address
1	18c04d648059, 082e5f182609, 3c58c290ddbf, 3c58c290ddb0, 50465d578c5e, 94103e9cfa43

2	e0d46420217d, e0d46420217e, e0d464202181
3	f4939ff03b5f
4	00e032200942, 509a4c567ea6
5	0026b916be8f, 0ceee6b54be8
6	04421a887191, 48e7daf7088b
7	d89ef3414e13, 200db0c2808c
8	fc3bccead32, a8a159766cf0, fc3bccead2e, fc3bccead2f, 0012aba2dcfb, 0000150d8440, 0027020e3478, 0040a7deaddf, 6c8d657624a7, 00504baab031, 00198b17ca6e, 001cbf6760d3, 0000856be9da, 000136429e4e, 0023dbc7e019, 00307c26956f, 001b60931984
9	8c1d96da6c76, d85ed38877ef

Table 2

Computer 1

24. Through its monitoring technology, DS SolidWorks detected that 203 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 1.

25. Through its monitoring technology, DS SolidWorks detected the email domain “primeengineeringaz.com” on Computer 1 during the unauthorized use of SOLIDWORKS.

26. DS SolidWorks and counsel for DS SolidWorks received emails from Defendant Rieke and Prime Engineering from the email address “michael@primeengineeringaz.com”.

27. Defendant Rieke uses an email address with the domain “primeengineeringaz.com” to send and receive emails for Prime Engineering.

28. The URL “primeengineeringaz.com” used to direct to Prime Engineering’s website. *See* <https://web.archive.org/web/20230324154039/https://primeengineeringaz.com/>.

29. The domain “primeengineeringaz.com” is an email domain name established by and/or used by Prime Engineering.

30. Employees of Prime Engineering use email addresses with the domain name “primeengineeringaz.com”.

31. Computer 1 is owned by and/or is under the control of Prime Engineering.

32. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 1.

33. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 1 to do work for Prime Engineering.

Computer 2

34. Through its monitoring technology, DS SolidWorks detected that 9 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 2.

35. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that all 9 of the above-referenced uses of the unlicensed and unauthorized copies of the SOLIDWORKS software on Computer 2 occurred while the computer was physically located at the address 1004 W. Washington Avenue, Shelbyville, IN 46176.

36. Prime Engineering has a site located at address 1004 W. Washington Avenue, Shelbyville, IN 46176.

37. Computer 2 is owned by and/or is under the control of Prime Engineering.

38. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 2.

39. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 2 to do work for Prime Engineering.

40. Through its monitoring technology, DS SolidWorks detected that the username on Computer 2 is “brian”.

41. Upon information and belief, Defendant Brian used unauthorized and unlicensed copies of SolidWorks on Computer 2 to do work for Prime Engineering.

42. Through its monitoring technology, DS SolidWorks detected that two of the unauthorized and unlicensed uses of SolidWorks occurred while Computer 2 was located at Prime Engineering’s site in Indiana while connected to the internet through IP address 67.143.128.36.

43. Upon information and belief, the IP address 67.143.128.36 was associated with Prime Engineering’s internet network at its Indiana site at the time of the unauthorized and unlicensed use of SolidWorks.

Computer 3

44. Through its monitoring technology, DS SolidWorks detected that 1 of the above-referenced 402 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 3.

45. Through its monitoring technology, DS SolidWorks detected Computer 3 was connected to the IP addresses 67.143.128.36 during the unauthorized use of SolidWorks. This is the same IP address detected on the unauthorized and unlicensed uses of SolidWorks on Computer 2 while Computer 2 was located at Prime Engineering's Indiana location.

46. Computer 3 is owned by and/or is under the control of Prime Engineering.

47. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 3.

48. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 3 to do work for Prime Engineering.

Computer 4

49. Through its monitoring technology, DS SolidWorks detected that 16 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 4.

50. Through its monitoring technology, DS SolidWorks detected the email domain “primeengineeringaz.com” on Computer 4 during the unauthorized use of SOLIDWORKS.

51. The domain “primeengineeringaz.com” is an email domain name established by and/or used by Prime Engineering.

52. Upon information and belief, employees of Prime Engineering use email addresses with the domain name “primeengineeringaz.com”.

53. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that all 16 of the above-referenced uses of the unlicensed and unauthorized copies of the SOLIDWORKS software on Computer 4 occurred while the computer was physically located at the address 1004 W. Washington Avenue, Shelbyville, IN 46176.

54. Prime Engineering has a site located at address 1004 W. Washington Avenue, Shelbyville, IN 46176.

55. Computer 4 is owned by and/or is under the control of Prime Engineering.

56. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 4.

57. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 4 to do work for Prime Engineering.

58. Through its monitoring technology, DS SolidWorks detected the username “Michael” on Computer 4.

59. Defendant Rieke’s first name is “Michael”.

60. Upon information and belief, Defendant Rieke used unauthorized and unlicensed copies of SolidWorks to do work for Prime Engineering.

Computer 5

61. Through its monitoring technology, DS SolidWorks detected that 1 of the above-referenced 402 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 5.

62. Through its monitoring technology, DS SolidWorks detected Computer 5 was connected to the IP addresses 50.38.145.213 during the unauthorized use of SolidWorks.

63. Through its monitoring technology, DS SolidWorks detected that Computer 1 was connected to the IP address 50.38.145.213 during 13 unauthorized and unlicensed uses of SolidWorks.

64. Upon information and belief, IP address 50.38.145.213 was associated with Prime Engineering's Arizona location at the time of the unlicensed and unauthorized use of SolidWorks on Computer 5.

65. Computer 5 is owned by and/or is under the control of Prime Engineering.

66. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 5.

67. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 5 to do work for Prime Engineering.

Computer 6

68. Through its monitoring technology, DS SolidWorks detected that 14 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 6.

69. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 3 of the above-referenced 16 uses of the unlicensed

and unauthorized copies of the SOLIDWORKS software on Computer 6 occurred while the computer was physically located at the address 1004 W. Washington Avenue, Shelbyville, IN 46176.

70. Prime Engineering has a site located at address 1004 W. Washington Avenue, Shelbyville, IN 46176.

71. Computer 6 is owned by and/or is under the control of Prime Engineering.

72. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 6.

73. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 6 to do work for Prime Engineering.

Computer 7

74. Through its monitoring technology, DS SolidWorks detected that 4 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 7.

75. Through its monitoring technology, DS SolidWorks detected the email domain “primeengineeringaz.com” on Computer 7 during the unauthorized use of SOLIDWORKS.

76. The domain “primeengineeringaz.com” is an email domain name established by and/or used by Prime Engineering.

77. Upon information and belief, employees of Prime Engineering use email addresses with the domain name “primeengineeringaz.com”.

78. Through its monitoring technology, DS SolidWorks detected a registered account having the email address “kyle.c@primeengineeringaz.com” on Computer 4.

79. Defendant Clever uses the email address “kyle.c@primeengineeringaz.com” to do work for Prime Engineering.

80. Through its monitoring technology, Dassault detected that the username on Computer 7 is “kylec”.

81. Defendant Clever is a user of Computer 7.

82. According to his LinkedIn profile, Defendant Clever used his SolidWorks skills while working as Shop Manager at Prime Engineering. Defendant Clever’s LinkedIn profile is attached as Exhibit 7, hereto.

83. Prime Engineering does not have a license to use SolidWorks.

84. Upon information and belief, Defendant Clever used his SolidWorks skills for Prime Engineering with unauthorized and unlicensed copies of SolidWorks.

85. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that all 4 of the above-referenced uses of the unlicensed and unauthorized copies of the SOLIDWORKS software on Computer 7 occurred while the computer was physically located at the address 1004 W. Washington Avenue, Shelbyville, IN 46176.

86. Prime Engineering has a site located at address 1004 W. Washington Avenue, Shelbyville, IN 46176.

87. Computer 7 is owned by and/or is under the control of Prime Engineering.

88. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 7.

89. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 7 to do work for Prime Engineering.

Computer 8

90. Through its monitoring technology, DS SolidWorks detected that 148 of the above-referenced 402 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 8.

91. Through its monitoring technology, Dassault detected that the redacted hostname on Computer 8 is “*AD”.

92. Upon information and belief, the hostname on Computer 8 is “CAD”.

93. SolidWorks is a CAD, computer-aided design, program.

94. Upon information and belief, Computer 8 is used to run CAD programs such as SolidWorks.

95. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data showing that 116 of the above-referenced 402 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 8 while the computer was physically located at the address 2635 Kingman Ave, Kingman, AZ 86401.

96. Prime Engineering has a facility located at address 2635 Kingman Ave STE B, Kingman, AZ 86401.

97. Computer 8 is owned by and/or is under the control of Prime Engineering.

98. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 8.

99. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 8 to do work for Prime Engineering.

Computer 9

100. Through its monitoring technology, DS SolidWorks detected that 2 of the above-referenced 403 uses of the unlicensed and unauthorized copies of the SOLIDWORKS software occurred on Computer 9.

101. Through its monitoring technology, DS SolidWorks detected Wi-Fi geolocation data showing that both of the unlicensed and unauthorized uses of SolidWorks on Computer 9 occurred while Computer 9 was located at 1004 W. Washington Ave, Shelbyville, IN 46176.

102. Prime Engineering has a site located at 1004 W. Washington Ave, Shelbyville, IN 46176.

103. Computer 9 is owned by and/or is under the control of Prime Engineering.

104. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 9.

105. Employees of Prime Engineering and/or persons under the control of Prime Engineering engaged in unauthorized and unlicensed use of SolidWorks on Computer 9 to do work for Prime Engineering.

106. Through its monitoring technology, DS SolidWorks detected that the username on Computer 9 is “logan”.

107. Defendant John “Logan” Doe used unauthorized and unlicensed copies of SolidWorks on Computer 9 to do work for Prime Engineering.

Infringement, Circumvention, and Breach by Defendants

108. Upon information and belief, the Computers are owned by at least one of the Defendants.

109. Prime Engineering purports to offer machining, mechanical repair, reverse engineering, and fabrication services. *See* [https://web.archive.org/web/20230208111611/https://primeengineeringaz.com/services/..](https://web.archive.org/web/20230208111611/https://primeengineeringaz.com/services/)

110. DS SolidWorks’ SOLIDWORKS software packages are frequently used to provide machining, mechanical repair, reverse engineering, and fabrication services.

111. Upon information and belief, the Computers have been used by Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

112. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering downloaded one or more copies of SOLIDWORKS from the internet.

113. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering installed one or more copies of SOLIDWORKS on the Computers.

114. Upon information and belief, during the installation of SOLIDWORKS on the Computers, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering accepted DS SolidWorks' License Agreement. The License Agreement is attached as Exhibit 2, hereto.

115. The License Agreement states "You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]" Exhibit 2, p. 2.

116. The License Agreement states "DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of [SOLIDWORKS] without any required lock device or authorization key provided by DS is prohibited." Exhibit 2, p. 24.

117. Through its monitoring technology, DS SolidWorks detected the signature of the SolidSquad (SSQ) crack, a program used to defeat the purposes of DS SolidWorks' access control measures.

118. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering ran the SolidSquad (SSQ) crack on the Computers following the installation of SOLIDWORKS.

119. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering launched (executed) and/or used one or more unlicensed and unauthorized copies of SOLIDWORKS on the Computers.

120. Rieke, Clever, Brian, Logan, and Prime Engineering did not have authorization from DS SolidWorks to launch (execute) and/or use SOLIDWORKS for the above referenced unlicensed and unauthorized uses.

121. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering, have been using DS SolidWorks' SOLIDWORKS software packages without authorization or permission from DS SolidWorks at least up to March 27, 2025.

122. Upon information and belief, Prime Engineering received a direct financial benefit from the use of SOLIDWORKS by Rieke, Brian, Logan,

employees of Prime Engineering, or persons under the control of Prime Engineering.

Vicarious and Contributory Infringement By Rieke

123. Upon information and belief, Rieke is the CEO and Engineer of Prime Engineering.

124. Upon information and belief, Rieke is the sole partner of Prime Engineering AZ L.L.P.

125. Upon information and belief, as CEO of Prime Engineering, Rieke is the dominant influence at Prime Engineering.

126. Upon information and belief, Rieke determined the policies that resulted in the use of unauthorized and unlicensed copies of SOLIDWORKS by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

127. Upon information and belief, as CEO of Prime Engineering, Rieke could have stopped the use of unauthorized and unlicensed copies of SOLIDWORKS by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

128. Upon information and belief, Rieke controlled the infringement and circumvention by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

129. Upon information and belief, as CEO of Prime Engineering and sole partner at Prime Engineering AZ L.L.P., Rieke derived a direct financial benefit from the infringement and circumvention by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

130. Upon information and belief, as CEO of Prime Engineering, Rieke provided access to Prime Engineering's computers to Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering upon which they engaged in unauthorized and unlicensed use of SolidWorks.

131. Upon information and belief, as CEO of Prime Engineering, Rieke provided access to Prime Engineering's locations to Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering where they engaged in unauthorized and unlicensed use of SolidWorks.

132. Upon information and belief, Rieke materially contributed to the infringement and circumvention by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering.

133. Rieke knew about the infringement and circumvention by Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control

of Prime Engineering at least by June 2021 when DS SolidWorks notified him of the infringement and circumvention.

134. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering engaged in additional infringement and circumvention after Rieke received noticed of the infringement and circumvention.

Notice of Infringement to Defendants

135. On June 9, 2021, counsel for DS SolidWorks sent a first letter to Prime Engineering and Rieke, offering to resolve Prime Engineering's unauthorized use of DS SolidWorks' SOLIDWORKS software packages on Computer 1. The June 9, 2021, letter is attached as Exhibit 3, hereto.

136. Between June 11, 2021, and July 19, 2021, a compliance mediator from DS SolidWorks contacted Prime Engineering regarding the possibility of resolving Prime Engineering's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of phone calls and emails. No resolution was reached. Emails from the series of communications are attached as Exhibit 4, hereto.

137. On June 13, 2023, counsel for DS SolidWorks sent another letter to Rieke and Prime Engineering, offering to resolve Prime Engineering's

unauthorized use of DS SolidWorks' SOLIDWORKS software packages on the Computers. The June 13, 2023, letter is attached as Exhibit 5, hereto.

138. Between June 15, 2023, and June 30, 2023, a compliance mediator from DS SolidWorks contacted Prime Engineering regarding the possibility of resolving Prime Engineering's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of phone calls and emails. No response was received. Emails from the series of communications are attached as Exhibit 6, hereto.

139. Between August 25, 2023, and November 6, 2023, counsel for DS SolidWorks and Prime Engineering engaged in a series of communications regarding the possibility of resolving Prime Engineering's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of email messages. No response was received. Emails from the series of communications are attached as Exhibit 8, hereto.

140. Through its monitoring technology, DS SolidWorks detected unlicensed and unauthorized copies of its SOLIDWORKS software packages by Prime Engineering at least until March 31, 2025.

141. Defendants continued to use unlicensed and unauthorized copies of SolidWorks despite being notified of the infringement.

COUNT I

FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

142. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

143. SOLIDWORKS, including SOLIDWORKS 2015, SOLIDWORKS 2020, SOLIDWORKS 2021, SOLIDWORKS 2022, SOLIDWORKS 2023, and SOLIDWORKS 2024, is an original work of DS SolidWorks and is protectable by the copyright laws of the United States.

144. DS SolidWorks owns all rights and title to the copyrights for SOLIDWORKS.

145. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering downloaded the SOLIDWORKS 2015, SOLIDWORKS 2020, SOLIDWORKS 2021, SOLIDWORKS 2022, SOLIDWORKS 2023, and SOLIDWORKS 2024 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without authorization or permission from DS SolidWorks.

146. Subsequently to downloading a copy of SOLIDWORKS, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering installed, executed, and used the SOLIDWORKS

software on one or more computers without authorization or permission from DS SolidWorks.

147. Each time Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering executed SOLIDWORKS, Rieke, Clever, Brian, Logan, employees of Prime Engineering, or persons under the control of Prime Engineering caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS SolidWorks.

148. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering executed SOLIDWORKS at least on the Computers.

149. By making unauthorized copies of SOLIDWORKS as described above, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering infringed and violated (directly or indirectly) DS SolidWorks's copyrights in SOLIDWORKS and the SOLIDWORKS Copyright Registrations, including at least DS SolidWorks's exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

150. Upon information and belief, Prime Engineering received a direct financial benefit from the above-described infringement of DS SolidWorks's copyrights.

151. Defendants' infringement and violation of DS SolidWorks's copyrights has been knowing and willful.

152. DS SolidWorks has been damaged by the aforementioned infringement.

COUNT II

CIRCUMVENTION OF TECHNOLOGICAL MEASURES **(17 U.S.C. § 1201)**

153. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

154. SOLIDWORKS includes technological measures that effectively control access to the SOLIDWORKS software, including a requirement during installation to input an authorized License Key provided by DS SolidWorks to properly-licensed users of SOLIDWORKS to "unlock" SOLIDWORKS and thereby allow the installation, subsequent use of, and access to SOLIDWORKS.

155. Defendants did not receive an authorized License Key from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

156. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering

circumvented the technological measures incorporated in SOLIDWORKS to gain access to SOLIDWORKS by avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of SOLIDWORKS.

157. Upon information and belief, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering, used a SolidSquad (SSQ) crack signature to avoid, bypass, deactivate, or otherwise impair such technological measures.

158. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to SOLIDWORKS, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering have violated 17 U.S.C. § 1201.

159. Upon information and belief, Prime Engineering received a direct financial benefit from the above-described circumvention.

160. DS SolidWorks has been damaged by Defendants' above-described actions.

COUNT III

BREACH OF CONTRACT
(Massachusetts Common Law)

161. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

162. The installation of SOLIDWORKS 2015, SOLIDWORKS 2020, SOLIDWORKS 2021, SOLIDWORKS 2022, SOLIDWORKS 2023, and SOLIDWORKS 2024 requires the user to accept the terms of the SOLIDWORKS License Agreement. *See Exhibit 2.*

163. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering accepted the SOLIDWORKS License agreement when they installed SOLIDWORKS 2015, SOLIDWORKS 2020, SOLIDWORKS 2021, SOLIDWORKS 2022, SOLIDWORKS 2023, and SOLIDWORKS 2024.

164. The License Agreement states “You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]”

165. Defendants did not receive a right to load, use, or copy SOLIDWORKS from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

166. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering downloaded the SOLIDWORKS 2015, SOLIDWORKS 2020, SOLIDWORKS 2021, SOLIDWORKS 2022, SOLIDWORKS 2023, and SOLIDWORKS 2024 releases of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without a right to do so from DS SolidWorks.

167. Subsequent to downloading a copy of SOLIDWORKS, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering installed, executed, and used the SOLIDWORKS software on one or more computers without a right to do so from DS SolidWorks.

168. Each time Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering executed SOLIDWORKS, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without a right to do so from DS SolidWorks.

169. Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering executed SOLIDWORKS at least on the Computers.

170. By copying SOLIDWORKS as described above, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering breached the License Agreement by copying SOLIDWORKS without the right to do so.

171. By loading SOLIDWORKS onto the Computers, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering breached the License Agreement by loading SOLIDWORKS without the right to do so.

172. By using SOLIDWORKS on the Computers, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering breached the License Agreement by using SOLIDWORKS without the right to do so.

173. The License Agreement states “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering

without any required lock device or authorization key provided by DS is prohibited.”

174. Upon information and belief, after installing SOLIDWORKS, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering ran the SolidSquad (SSQ) crack program.

175. Running the SolidSquad (SSQ) crack program is a step to avoid or defeat the purpose of the license authorization key to control access to SOLIDWORKS.

176. By running the SolidSquad (SSQ) crack program, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering breached the License Agreement.

177. DS SolidWorks did not provide Defendants a license authorization key for the copies of SOLIDWORKS used on the Computers by Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering for the above referenced unlicensed and unauthorized uses.

178. By using the SOLIDWORKS software without a license authorization key provided by DS SolidWorks, Rieke, Clever, Brian, Logan, employees of Prime Engineering, and/or persons under the control of Prime Engineering breached the License Agreement.

179. The License Agreement states that it is to be governed by the law of the Commonwealth of Massachusetts. Exhibit 2, p. 3.

180. DS SolidWorks has been damaged by the aforementioned breach.

PRAYER FOR RELIEF

WHEREFORE, DS SolidWorks prays for relief as follows:

- A. For a judgment determining that Defendants have infringed DS SolidWorks' copyrights in violation of 17 U.S.C. § 501;
- B. For a judgment determining that Defendants have circumvented a technological measure that controls access to the SOLIDWORKS software in violation of 17 U.S.C. § 1201;
- C. For a finding that such infringement and/or circumvention was willful;
- D. For a judgment determining that Defendants have breached the License Agreement under Massachusetts Common Law;
- E. For a judgment preliminarily and permanently enjoining and restraining Defendants, including Prime Engineering's officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them from directly or indirectly infringing DS SolidWorks' copyrights;
- F. For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Defendants, (iii)

statutory damages of \$150,000 per act of infringement, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;

G. For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Defendants, (iii) statutory damages of \$2,500 per act of circumvention, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. § 1203;

H. For a judgment awarding DS SolidWorks any other damages to which it is entitled under statute or common law; and

I. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

DS SolidWorks hereby demands a trial by jury in this action.

Respectfully Submitted,

/s/ Grover B. Davis

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