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University of Rhode Island

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SYNOPSYS, INC.,

Plaintiff,

v.

UNIVERSITY OF RHODE ISLAND, and
DOES 1-10, inclusive,

Defendants.

Case No.: 5:21-cv-00581-BLF

**DEFENDANT UNIVERSITY OF RHODE
ISLAND'S ANSWER TO PLAINTIFF
SYNOPSYS, INC.'S COMPLAINT**

ANSWER

Case No.: 5:21-cv-00581-BLF

Defendant University of Rhode Island (“URI”), by and through its counsel, hereby responds as follows to Plaintiff Synopsys, Inc.’s (“Synopsys”) Complaint For Violation of Digital Millennium Copyright Act 17 U.S.C. §§ 1201, *et seq.* [Dkt. 1].

PARTIES¹

1. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 1 of the Complaint, and on that basis denies the allegations.

2. Admitted.

3. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 3 of the Complaint, and on that basis denies the allegations.

JURISDICTION AND VENUE

4. Admitted.

5. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 5 of the Complaint, and on that basis denies the allegations.

6. URI denies that venue is appropriate in this district. URI lacks knowledge or information sufficient to form a belief about the truth of any and all other allegations in Paragraph 6 of the Complaint, and on that basis denies the allegations.

FACTUAL ALLEGATIONS

General Background

7. URI admits that modern electronic devices are becoming more compact and more powerful. URI admits that modern electronic devices are using increasingly sophisticated computer

¹ The section headings used in the Complaint are incorporated herein solely for the convenience of the Court. URI neither admits nor denies the truth or accuracy of any material set forth in such section headings and reserves all rights to object to the contents thereof.

1 processor chips. URI lacks knowledge or information sufficient to form a belief about the truth of
2 any and all other allegations in Paragraph 7 of the Complaint, and on that basis denies the
3 allegations.

4 8. URI lacks knowledge or information sufficient to form a belief about the truth of
5 any and all allegations asserted in Paragraph 8 of the Complaint, and on that basis denies the
6 allegations.

7 9. URI lacks knowledge or information sufficient to form a belief about the truth of
8 any and all allegations asserted in Paragraph 9 of the Complaint, and on that basis denies the
9 allegations.

10 10. URI lacks knowledge or information sufficient to form a belief about the truth of
11 any and all allegations asserted in Paragraph 10 of the Complaint, and on that basis denies the
12 allegations.

13 11. URI lacks knowledge or information sufficient to form a belief about the truth of
14 any and all allegations asserted in Paragraph 11 of the Complaint, and on that basis denies the
15 allegations.

16 12. URI lacks knowledge or information sufficient to form a belief about the truth of
17 any and all allegations asserted in Paragraph 12 of the Complaint, and on that basis denies the
18 allegations.

19 13. URI lacks knowledge or information sufficient to form a belief about the truth of
20 any and all allegations asserted in Paragraph 13 of the Complaint, and on that basis denies the
21 allegations.

22 14. URI admits that it offers undergraduate and graduate programs in electrical and
23 computer engineering. URI admits that its website reflects such offerings. URI admits that certain
24 students receive training regarding using electronic design automation (“EDA”) software.

25 **URI’s End User License Agreement**

26 15. URI admits that Synopsys is in possession of a document pursuant to which
27 Professor Godi Fischer purported to execute a University End User Software License Agreement
28

1 (“EULA”) with Synopsys that named URI as the “Licensee.” URI lacks knowledge or information
2 sufficient to form a belief about the truth of any and all other allegations in Paragraph 15 of the
3 Complaint, and on that basis denies the allegations.

4 16. URI lacks knowledge or information sufficient to form a belief about the truth of
5 any and all allegations asserted in Paragraph 16 of the Complaint, and on that basis denies the
6 allegations.

7 17. URI lacks knowledge or information sufficient to form a belief about the truth of
8 any and all allegations asserted in Paragraph 17 of the Complaint, and on that basis denies the
9 allegations.

10 18. URI lacks knowledge or information sufficient to form a belief about the truth of
11 any and all allegations asserted in Paragraph 18 of the Complaint, and on that basis denies the
12 allegations.

13 **URI’s Unauthorized Access to Synopsys Software**

14 19. URI admits that Synopsys provided persons at URI with license keys needed to
15 access EDA programs. URI lacks knowledge or information sufficient to form a belief about the
16 truth of any and all other allegations in Paragraph 19 of the Complaint, and on that basis denies the
17 allegations.

18 20. URI lacks knowledge or information sufficient to form a belief about the truth of
19 any and all allegations asserted in Paragraph 20 of the Complaint, and on that basis denies the
20 allegations.

21 21. URI lacks knowledge or information sufficient to form a belief about the truth of
22 any and all allegations asserted in Paragraph 21 of the Complaint, and on that basis denies the
23 allegations.

24 22. URI lacks knowledge or information sufficient to form a belief about the truth of
25 any and all allegations asserted in Paragraph 22 of the Complaint, and on that basis denies the
26 allegations.

23. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 23 of the Complaint, and on that basis denies the allegations.

24. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 24 of the Complaint, and on that basis denies the allegations.

FIRST CLAIM FOR RELIEF

(Violations of the Digital Millennium Copyright Act, 17 U.S.C. § 1201)

25. URI realleges and incorporates by reference its responses to Paragraphs 1 through 24 of the Complaint as if fully set forth herein.

26. URI admits that the first sentence of 17 U.S.C. § 1201(a)(1)(A) states, “No person shall circumvent a technological measure that effectively controls access to a work protected under this title.” To the extent any allegations in Paragraph 26 of the Complaint express or imply anything else, URI lacks knowledge or information sufficient to form a belief about the truth of any and all such allegations in Paragraph 26 of the Complaint, and on that basis denies the allegations.

27. Paragraph 27 of the Complaint contains legal conclusions to which an answer is not required. To the extent any allegations in Paragraph 27 of the Complaint require a response, URI lacks knowledge or information sufficient to form a belief about the truth of any and all such allegations in Paragraph 27 of the Complaint, and on that basis denies the allegations.

28. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 28 of the Complaint, and on that basis denies the allegations.

29. URI lacks knowledge or information sufficient to form a belief about the truth of any and all allegations asserted in Paragraph 29 of the Complaint, and on that basis denies the allegations.

1 30. URI lacks knowledge or information sufficient to form a belief about the truth of
2 any and all allegations asserted in Paragraph 30 of the Complaint, and on that basis denies the
3 allegations.

4 31. Paragraph 31 of the Complaint contains legal conclusions to which an answer is not
5 required. To the extent any allegations in Paragraph 31 of the Complaint require a response, URI
6 lacks knowledge or information sufficient to form a belief about the truth of any and all such
7 allegations in Paragraph 31 of the Complaint, and on that basis denies the allegations.

8 32. Paragraph 32 of the Complaint contains legal conclusions to which an answer is not
9 required. To the extent any allegations in Paragraph 32 of the Complaint require a response, URI
10 lacks knowledge or information sufficient to form a belief about the truth of any and all such
11 allegations in Paragraph 32 of the Complaint, and on that basis denies the allegations.

12 33. Paragraph 33 of the Complaint contains legal conclusions to which an answer is not
13 required. To the extent any allegations in Paragraph 33 of the Complaint require a response, URI
14 denies such allegations.

15 34. Paragraph 34 of the Complaint contains legal conclusions to which an answer is not
16 required. To the extent any allegations in Paragraph 34 of the Complaint require a response, URI
17 lacks knowledge or information sufficient to form a belief about the truth of any and all such
18 allegations in Paragraph 34 of the Complaint, and on that basis denies the allegations.

19 **RESPONSE TO PRAYER FOR RELIEF**

20 To the extent this section of the Complaint requires a response, URI denies that Synopsys
21 is entitled to any relief whatsoever from any of the claims alleged in its purported Complaint,
22 including any of the relief alleged and listed in the Complaint's Prayer for Relief.

23 **GENERAL DENIAL**

24 URI further denies each and every allegation in the Complaint that is not specifically
25 admitted, denied, or otherwise responded to in this Answer.

26 **AFFIRMATIVE DEFENSES**

27 **FIRST AFFIRMATIVE DEFENSE**

1 This Court lacks personal jurisdiction over URI because, *inter alia*, this dispute does not
2 arise out of any contracts between URI and Synopsys.

3 **SECOND AFFIRMATIVE DEFENSE**

4 This Court is an improper venue to adjudicate the claim asserted in the Complaint.

5 **THIRD AFFIRMATIVE DEFENSE**

6 This Court is an inconvenient venue for the parties and witnesses, and it is not in the interest
7 of justice to adjudicate the claim asserted in the Complaint in this venue.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 Synopsys has failed to state a claim upon which relief can be granted.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 Synopsys is not entitled to injunctive relief. Any injury to Synopsys is neither immediate
12 nor irreparable. Synopsys has an adequate remedy at law for any claims it can prove. The balance
13 of hardships does not warrant injunctive relief. The public interest would be disserved by an
14 injunction.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 Synopsys' claim is barred by the doctrines of estoppel, waiver and/or laches due to, *inter*
17 *alia*, its inexcusable delay in asserting the claim set forth in the Complaint.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 Synopsys' claim is barred by the doctrine of unclean hands because, *inter alia*, rather than
20 inform URI immediately upon learning of alleged unauthorized uses of its software, Synopsys
21 delayed filing the Complaint against URI for more than three months so that it could enlarge the
22 time period over which Synopsys could claim damages under its asserted claim. Further, upon
23 information and belief, Synopsys' failure to inform URI following Synopsys' alleged discovery of
24 unauthorized uses of Synopsys' software breached its duties and obligations to URI pursuant to the
25 common law and any alleged contracts between the parties.

26 **EIGHTH AFFIRMATIVE DEFENSE**

1 Synopsis fails to state facts sufficient to permit recovery of attorneys' fees against URI and,
2 therefore, no such award should be granted.

3 **EIGHTEENTH AFFIRMATIVE DEFENSE**

4 Synopsis' claim under 17 U.S.C. § 1201(a)(1) is barred to the extent it seeks to affect the
5 limitations and/or defenses available to URI under Title 17 of the United States Code, as set forth
6 in 17 U.S.C. § 1201(c)(1).

7 **NINETEENTH AFFIRMATIVE DEFENSE**

8 Synopsis' claim under 17 U.S.C. § 1201(a)(1) is barred to the extent it is in conflict with
9 the rights enumerated in 17 U.S.C. § 1201(f)(1)-(3).

10 **TWENTIETH AFFIRMATIVE DEFENSE**

11 Synopsis' claim under 17 U.S.C. § 1201(a)(1) is barred to the extent the actions complained
12 of fall within any exemption to the prohibition against circumvention of technological measures
13 that effectively control access to copyrighted works established by the Library of Congress.

14 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

15 Synopsis' damages, if any, shall be remitted entirely because URI is an educational
16 institution that was not aware and had no reason to believe that its acts constituted a violation
17 pursuant to 17 U.S.C. § 1203(c)(5)(B)(ii).

18 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

19 Synopsis' damages, if any, shall be reduced or remitted entirely because URI was not aware
20 and had no reason to believe that its acts constituted a violation pursuant to 17 U.S.C. §
21 1203(c)(5)(A).

22 **ADDITIONAL AFFIRMATIVE DEFENSES**

23 URI reserves the right to supplement its affirmative defenses as discovery commences and
24 additional information becomes available.

25 **JURY DEMAND**

26 URI demands a trial by jury on all issues so triable.

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2 Dated: March 19, 2021

Respectfully submitted,

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4 **NIXON PEABODY LLP**

5 By /s/ Bruce E. Copeland

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