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12 Attorneys for Plaintiff
13 Yardi Systems, Inc.

BY FAX

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 Yardi Systems, Inc., a California
17 company,

18 Plaintiff,

19 v.

20 RealPage, Inc., a Delaware
21 corporation, and DC Consulting, Inc.,
22 a Washington, D.C. corporation,

23 Defendants.

No. **CV 11 00690 - ODW**
(JEM)
**COMPLAINT AND DEMAND FOR
JURY TRIAL FOR:**

- (1) VIOLATIONS OF THE
COMPUTER FRAUD AND ABUSE
ACT (18 U.S.C. §§ 1030 *et seq.*);
(2) VIOLATIONS OF THE
COMPREHENSIVE COMPUTER
DATA ACCESS AND FRAUD ACT
(CAL. PENAL CODE § 502);
(3) VIOLATIONS OF THE DIGITAL
MILLENNIUM COPYRIGHT ACT
(17 U.S.C. § 1201 *et seq.*);
(4) COPYRIGHT INFRINGEMENT
(17 U.S.C. § 101 *et seq.*);
(5) TRADE SECRET
MISAPPROPRIATION (CAL. CIV.
CODE §§ 3426-3426.11); AND
(6) UNFAIR COMPETITION (CAL.
BUS. & PROF. CODE § 17200 *et seq.*)

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1 Plaintiff Yardi Systems, Inc. ("Yardi"), by and through its attorneys,
2 submits the following Complaint and Jury Trial Demand against Defendants
3 RealPage, Inc. ("RealPage") and DC Consulting, Inc. ("EverGreen") (collectively
4 referred to as "Defendants").

5 INTRODUCTION

6 1. Yardi brings this case to stop its competitor RealPage from
7 wrongfully infiltrating Yardi's password-protected internal website, altering
8 Yardi's confidential internal data, and illegally downloading Yardi's copyrighted
9 and trade secret software, software manuals, price lists, and other confidential
10 information.

11 2. For almost thirty years, Yardi has been a leading developer of
12 database and application software for real estate and property management clients.
13 Its integrated suite of software products for this market, and the related services it
14 provides, have earned Yardi a reputation for quality throughout the real estate and
15 property management industry.

16 3. Defendant RealPage competes with Yardi for clients of
17 property management software and related services. In 2009, unable to compete
18 with Yardi on its own, RealPage acquired Defendant EverGreen.¹ At the time,
19 EverGreen was best known for providing technology and software support services
20 almost exclusively for users of Yardi software. As a then-member of the Yardi
21 Independent Consultant Network, EverGreen had access to Yardi's confidential,
22 proprietary, and copyrighted information pursuant to a strict confidentiality
23 agreement. It also had access to Yardi's password-protected client support
24 website, called Client Central. EverGreen also employed (and still employs)

25 ¹ Prior to the acquisition, EverGreen called itself "EverGreen Solutions, Inc." It
26 then sold the name EverGreen to RealPage, which continues to operate a division
27 by that name as a continuation of the EverGreen Solutions, Inc. enterprise. The
28 corporate entity previously called EverGreen Solutions, Inc. exists today as DC
Consulting, Inc.

1 former Yardi employees – including EverGreen’s current Chief Technology
2 Officer – with knowledge of Client Central’s structure and the location of
3 proprietary, trade secret information on Client Central.

4 4. Yardi terminated EverGreen’s access to Client Central when it
5 learned about EverGreen’s imminent acquisition by RealPage. Yardi then warned
6 RealPage and EverGreen in writing to respect Yardi’s confidential information and
7 intellectual property.

8 5. RealPage and EverGreen ignored Yardi’s warnings. Instead,
9 RealPage announced that it would use EverGreen to service and support Yardi
10 Voyager clients. On information and belief, to do so, RealPage knew it would
11 exploit the Yardi confidential information that Evergreen had by virtue of its prior
12 status as an authorized member of the Yardi Independent Consultants network.

13 6. To meet its commitments to the market, RealPage also wanted,
14 for its own competitive use, ongoing access to Yardi’s confidential, copyrighted,
15 and trade secret information. Unwilling to replicate Yardi’s effort to develop this
16 material independently, RealPage instead chose to circumvent the access controls
17 on Client Central. Since the EverGreen acquisition, Defendants continually have
18 accessed Client Central using a variety of credentials they have stolen from Yardi.
19 These credentials include ones belonging to certain high-ranking Yardi employees
20 whose credentials give them special access to the most protected information
21 stored in Client Central. This protected information includes additional
22 confidential credentials of other Yardi employees, Yardi clients, and members of
23 the Yardi Independent Consultant Network. Defendants have taken and used these
24 Yardi employee, Yardi client, and independent consultant credentials to steal
25 Yardi’s trade secret and copyrighted software and related support documentation,
26 price lists, and other proprietary information, and to alter the confidential data
27 stored in Client Central. On information and belief, Defendants have used the
28 illicit copies and proprietary, trade secret information taken from Client Central to

1 enhance RealPage's own software offerings and to unfairly compete with Yardi.

2 7. Yardi's intellectual property and proprietary data are the
3 cornerstone of its business. While Yardi welcomes fair competition, if RealPage
4 chooses to service Yardi customers, it must do so without stealing Yardi's
5 intellectual property.

6 **THE PARTIES**

7 8. Plaintiff Yardi is a private, California corporation with its
8 principal place of business in Goleta, California. Yardi designs, develops, licenses,
9 hosts, manages, and supports software programs for managing real estate
10 investments and properties.

11 9. Defendant RealPage is a publicly-traded Delaware corporation
12 with its principal place of business in Carrollton, Texas. RealPage competes with
13 Yardi in the design, development, and support of software programs for managing
14 real estate investments and properties.

15 10. Defendant EverGreen is a subsidiary or division of RealPage
16 with its principal place of business in the District of Columbia. According to
17 public filings, RealPage acquired substantially all of EverGreen's assets in
18 September 2009. As part of RealPage, EverGreen provides technological
19 consulting and software support services for RealPage's clients that also use Yardi
20 software. Prior to its acquisition by RealPage, EverGreen was a member of the
21 Yardi Independent Consultant Network, described in more detail below.

22 11. Defendants all do business in, and/or have directed their
23 activities at, California, and specifically this judicial district. For example,
24 RealPage and EverGreen advertise, promote, sell, license, service, and support
25 clients in California and in this judicial district. Further, Defendants have accessed
26 and downloaded copyrighted and trade secret materials from Yardi's Client Central
27 servers, which are located in this district.

28 12. At all material times, each Defendant was the agent, partner,

1 representative, subsidiary, parent, affiliate, alter ego, or co-conspirator of the
2 others, had full knowledge of and gave substantial assistance to the alleged
3 misconduct, and, in doing the things alleged, each was acting within the scope of
4 such agency, partnership, representation, affiliation, or conspiracy. Each is legally
5 responsible for the acts and omissions of the others.

6 **JURISDICTION AND VENUE**

7 13. Yardi's first cause of action arises under the Computer Fraud
8 and Abuse Act, 18 U.S.C. § 1030 *et seq.* Its third cause of action arises under the
9 Digital Millennium Copyright Act, 17 U.S.C. § 1201 *et seq.* Its fourth cause of
10 action arises under the Copyright Act, 17 U.S.C. § 101 *et seq.* Accordingly, this
11 Court has subject matter jurisdiction over this action pursuant to 18 U.S.C.
12 § 1030(g), 28 U.S.C. § 1331, and 28 U.S.C. § 1338.

13 14. This Court has supplemental subject matter jurisdiction over the
14 pendent state law claims pursuant to 28 U.S.C. § 1367 because these claims form
15 part of the same case or controversy as the claims brought pursuant to the
16 Computer Fraud and Abuse Act and the Digital Millennium Copyright Act and
17 derive from a common nucleus of operative fact.

18 15. This Court also has subject matter jurisdiction over all the
19 claims in this action pursuant to 28 U.S.C. § 1332, as Yardi and all Defendants are
20 citizens of different states and the amount in controversy exceeds the sum or value
21 of \$75,000, exclusive of interest and costs.

22 16. Venue is appropriate in this district, pursuant to 28 U.S.C.
23 § 1391, because a substantial part of the events giving rise to the dispute occurred
24 in this district, a substantial part of the property that is the subject of the action is
25 situated in this district (including Yardi's Client Central servers, which Defendants
26 improperly accessed and from which they downloaded Yardi's copyrighted and
27 trade secret materials), and the Court has personal jurisdiction over each of the
28 parties as alleged throughout this Complaint.

FACTUAL ALLEGATIONS

Background

17. Yardi began as a modest start-up in 1982 with a single software offering and a single client. Since then, Yardi has grown to become the global leader in asset and property management solutions, servicing more than 15,000 businesses representing seven million residential units and seven billion square feet of commercial space in the United States, Canada, Europe, Asia, and Australia. Yardi now employs over 1,900 professionals in offices around the world.

18. Yardi's flagship enterprise software product, Yardi Voyager ("Voyager"), is a fully-integrated, web-based, enterprise management system designed for property owners, managers, and investors in global real estate markets. Yardi offers Voyager solutions designed to meet the specific requirements of every real estate market, including commercial (office, retail, industrial), multifamily housing, affordable housing, senior housing, public housing, military housing, investment management, association management, and student housing.

19. Yardi also licenses its Yardi Genesis product ("Genesis"), a fully-integrated accounting and property management software system for mid-size residential, commercial, industrial, retail, and condominium/co-operative properties.

20. In addition to Voyager, Genesis, and other software products, Yardi offers its clients add-on products and service modules that integrate with each other to provide complete property management services. These products, which include payment processing, utility billing, call centers, portals, resident screening, and many others, allow Yardi clients to customize their software and business solutions to best address their needs.

21. Yardi clients sometimes desire assistance with their licensed software, add-on products, or service modules. A client may choose, consistent

1 with the client's license agreement, to work with an independent consultant. To
2 promote and facilitate its clients' wishes to work with such independent
3 consultants, Yardi occasionally enters into cooperation, consulting, and/or non-
4 disclosure or confidentiality agreements with certain independent consultants.
5 These independent consultants constitute the Yardi Independent Consultant
6 Network.

7 22. For almost all of its software systems, add-on products, or add-
8 on service modules, Yardi creates detailed, technical accompanying documentation
9 in the form of user guides, release notes, and other written materials
10 ("Documentation"). Yardi spends enormous time and resources researching,
11 developing, writing, improving, acquiring the technology for, and integrating its
12 software systems, add-on products, add-on service modules, and associated
13 Documentation. Yardi faces substantial competition from RealPage and other
14 companies. The confidential and trade secret information in Yardi's software
15 products and related Documentation is valuable because it allows Yardi to compete
16 effectively and advantageously. Yardi is the exclusive owner and copyright holder
17 of all the software systems, add-on products, add-on service modules, and
18 Documentation that it offers to its clients.

19 23. The Documentation explains, with detailed references to the
20 underlying software, how to customize and use the specific Yardi software
21 product. The Documentation includes details about the logic, design, inputs,
22 methods, functionality, value, upgrades, and operation of the software product.
23 Often, the guides provide screenshots and other excerpts from the underlying
24 software product. The Documentation includes information resulting from the
25 years of effort and great expense it has taken Yardi to develop its software to
26 contain the features that are specific to property management and each of Yardi's
27 target markets.

28 24. For example, Yardi International Management has hundreds of

1 features unique to international properties, as opposed to other properties, such as
2 domestic commercial, senior, or affordable housing. Yardi's years of experience
3 and efforts to understand these unique features, and its translation of these features
4 into its Voyager International Management software and accompanying
5 Documentation, reflect trade secrets that give Yardi a competitive advantage.

6 25. The Documentation contains sufficient detail about Yardi's
7 software, including the features specific to each of Yardi's target markets, that a
8 competitor could use the Documentation substantially to shortcut the effort
9 otherwise required to understand those features. Doing so could result in the
10 development of a competitive product at a fraction of the time and expense
11 invested by Yardi.

12 26. To protect its Documentation, Yardi designates it as
13 copyrighted, confidential, and trade secret, and provides it only to clients and
14 consultants pursuant to licenses or other contracts with strict confidentiality
15 provisions. Yardi's employment agreements and Employee Handbook, to which
16 Yardi employees must agree, also contain confidentiality provisions that remain in
17 effect even after an employee's termination. For instance, the Employee
18 Handbook generally prohibits the disclosure of "confidential information,"
19 including without limitation, "company financial information, data or reports;
20 customer account or contract information; competitive secrets; or any other
21 information that might compromise the company or our employees [including]
22 intellectual property, product algorithms, and source code."

23 27. Yardi provides clients and consultants with access to its
24 software and Documentation through a password-protected website called Client
25 Central. When a client licenses Yardi software, or when a consultant contracts to
26 become a member of the Yardi Independent Consultant Network, Yardi issues a
27 unique credential for use in accessing Client Central, consisting of a unique user
28 name and password ("Credential"). As evidenced by the log-on screen on Client

1 Central, a user is only authorized to search for, read, and download Yardi software
2 and Documentation available on Client Central after the user has logged in with a
3 valid Credential issued to that user. These Credentials are valuable because they
4 provide access to Yardi's copyrighted and trade secret information, and because
5 they are restricted (outside of Yardi personnel) to licensees and authorized
6 consultants.

7 28. Different Credentials provide different levels of access within
8 Client Central. For example, Credentials issued to clients and consultants allow
9 access to certain Documentation and software, but not to portions of Client Central
10 restricted to internal use by Yardi employees. The restricted portions of the site,
11 sometimes called Client Central Employee Resources, are visible to, and accessible
12 by, only Yardi employees based on their unique and confidential Credential. Only
13 a user logging in with a Yardi employee Credential will be able to see or access
14 those portions of the site. The Client Central Employee Resources section of the
15 site contains highly proprietary, confidential, and trade secret Yardi information.
16 This information includes the Yardi client and consultant database and detailed
17 information about Yardi's services, sales practices, client tools, internal
18 procedures, and product pricing. As an example, Yardi's price lists, available on
19 Client Central only to Yardi employees, are a valuable collection of detailed data
20 about all of Yardi's products that Yardi uses to negotiate contracts and pricing
21 specific to the unique needs of its customers. With access to these price lists, a
22 competitor could more effectively direct its sales efforts to potential customers that
23 were also considering or using Yardi products.

24 29. The most restricted level of the Client Central Employee
25 Resources area includes the Site Control Center, referred to below as the "Vault."
26 Only a small handful of Yardi employees' Credentials allow access to the Vault.
27 The Vault contains highly proprietary, confidential, and trade secret Yardi
28 information, including the Credentials of all Yardi employees, clients, and

1 consultants. Access to the Vault also permits a user to update or change sensitive
2 client and consultant data.

3 **Defendants' Unauthorized Access To, and Downloading From, Client Central**

4 30. On or about September 23, 2009, RealPage, Yardi's main
5 competitor in the multi-family market segment, acquired EverGreen. At the time,
6 according to industry analysts, EverGreen was the largest consultant for Yardi
7 products. Analysts believed EverGreen's familiarity with Yardi clients, products,
8 and services would serve as an "entry point," giving RealPage "the ability to sell
9 its solutions into Yardi's large base of residential units," and that "[t]argeting the
10 Yardi base in this way is clever."

11 31. Yardi learned of the potential acquisition shortly before it was
12 finalized. Because RealPage competes directly with Yardi, Yardi became
13 concerned about EverGreen's knowledge of and access to Yardi's software,
14 Documentation, and other confidential intellectual property and trade secrets. To
15 protect itself, on September 3, 2009, Yardi terminated its cooperation agreement
16 with EverGreen in writing, and informed EverGreen that its access to Yardi's
17 support systems, including Client Central, was also terminated. Yardi has never
18 issued Client Central Credentials to RealPage.

19 32. On information and belief, despite knowing that EverGreen no
20 longer had Yardi's permission to access Client Central, RealPage nonetheless
21 completed its acquisition of EverGreen's assets, including its employees. On
22 information and belief, it did so knowing that, without any form of authorized
23 access, Defendants would instead choose to force their way into Yardi's systems.
24 To gain access to Client Central, Defendants circumvented the access restrictions
25 on Client Central and obtained unauthorized, illegal access to the Vault. Once
26 inside, Defendants altered the data in the Vault, including, on information and
27 belief, by deleting and creating Client Central Credentials. From inside the Vault,
28 Defendants took an assortment of confidential Credentials belonging to Yardi

1 employees, clients, and consultants. Defendants used these Credentials to access
2 Client Central from internet protocol (IP) addresses registered to and/or used by
3 Defendants at locations in or near their offices. From these locations, Defendants
4 used an assortment of Yardi employee, client, and consultant Credentials to access
5 Client Central and to download copies of Yardi's copyrighted and trade secret
6 software, Documentation, and price lists.

7 33. By way of example only, on April 1, 2010, some person logged
8 into Client Central using the Credential of Yardi Senior Vice President Terri
9 Downen (user ID "terrid") from the IP address 70.184.249.191. On information and
10 belief, that IP address belongs to one of Defendants' satellite offices or employees
11 in the vicinity of Tulsa, Oklahoma. Ms. Downen was not in Oklahoma on April 1,
12 2010, and has never provided her Credential to any Defendant. With her
13 Credential, the user accessed and downloaded Yardi's internal price lists for *all* of
14 Yardi's products.

15 34. Similarly, on May 5, 2010, some person logged into Client
16 Central using the Credential of Yardi Senior Vice President John Pendergast (user
17 ID "johnp") from the 76.115.144.5 IP address. On information and belief, that IP
18 address belongs to one of Defendants' satellite offices or employees in the vicinity
19 of Eugene, Oregon. Mr. Pendergast was not in Oregon on May 5 and has never
20 provided his Credential to any Defendant. With his Credential, this user accessed
21 and downloaded Yardi's internal price lists.

22 35. As another example, on November 4, 2010, some person
23 logged into Client Central using the Credential of Yardi employee Jackie Mills
24 (user ID "jackiem") from the IP address 71.56.157.127. On information and belief,
25 that IP address belongs to one of Defendants' satellite offices or employees in the
26 vicinity of Eugene, Oregon. Ms. Mills was not in Oregon on November 4, 2010,
27 and has never provided her Credential to any Defendant. Defendants used Ms.
28 Mills' Credential to access and download several pieces of copyrighted and trade

1 secret Documentation for the latest release of Yardi's Voyager 7.0 software. A
2 competitor with access to these and similar materials could reverse-engineer the
3 unique functionality of Yardi's software, which took Yardi years to develop. It
4 also could gain an unfair competitive advantage by using Yardi's confidential
5 intellectual property not otherwise available to the competitor to focus its
6 marketing and sales efforts against competing Yardi products.

7 36. Defendants took and used Yardi client and consultant
8 Credentials too, likely in an effort to make their illegal access appear normal, and
9 to thereby obscure their tracks. By way of example only, on October 7, 2010, a
10 user from the IP address 71.166.161.111, which on information and belief belongs
11 to one of Defendants' satellite offices or employees in the vicinity of Washington,
12 D.C., logged into Client Central with the "dts" Credential, which Yardi had issued
13 to Yardi consultant Darlene Sears. Ms. Sears was not in Washington, D.C. on
14 October 7, 2010, and has never provided her Credential to any Defendant. The
15 user then downloaded a Voyager Debt Mortgage User's Guide. The first page of
16 this manual included a notice, which read in part:

17 This product or document is protected by copyright and
18 distributed under licenses restricting its use, copying,
19 distribution, and decompilation. No part of this product
20 or document may be reproduced in any form by any
21 means without prior written authorization of Yardi
Systems, Inc. and its licensors, if any.

22 Defendants had no authorization from Yardi to copy this manual. A competitor
23 could use the detailed information contained in this manual to develop a competing
24 software product at a fraction of the cost required to create this program
25 independently, as Yardi did.

26 37. By way of further example, on November 10, 2010, a user from
27 the same 71.166.161.111 address logged into Client Central with the "dts"

28

1 Credential and downloaded a Voyager International User's Guide, which included
2 the same copyright notice as in the preceding paragraph. Ms. Sears was not in
3 Washington, D.C. on November 10, 2010. Defendants had no authorization from
4 Yardi to copy these materials on November 10, 2010. Yardi spent over seven
5 years creating the specific functionality contained within its International program.
6 Access to this detailed manual would allow a competitor to reverse-engineer
7 critical International-specific functions without devoting the time or resources that
8 Yardi did.

9 38. Users from IP addresses belonging to Defendants also
10 download materials related to products Defendants do not even service. On
11 information and belief, neither Defendant has ever serviced Yardi International
12 software. Yet, (as one example), on November 4, 2010, some person logged into
13 Client Central using the "jackiem" Credential from the IP address 71.56.157.127
14 and downloaded a Voyager International User's Guide (Version 7.0) and a
15 Voyager International Currency User's Guide (Version 7.0). Less than a week
16 later, on November 10, 2010, a user using the "dts" Credential from the IP address
17 71.166.161.111 downloaded a Voyager International User's Guide (Version
18 6.08.22). Defendants have no license to (or apparent legitimate business use for)
19 the International User's Guides they downloaded. They also have no license or
20 right to use Ms. Sears' credential.

21 39. When users log in with Yardi client Credentials, they also
22 download materials related to products not licensed to those clients. For example,
23 on January 3, 2011, just days after Yardi posted its year-end instructional
24 materials, a user from an IP address believed to belong to RealPage (71.154.18.2),
25 using the Credential of Jessica Brock (user ID "jbrock") of Yardi client
26 Progressive Development, Inc. ("PRI"), downloaded Yardi's Enterprise 1099
27 Installation Utility and QuickSteps and Enterprise 2010 End-of-Year Procedures
28 Guide. However, as a Voyager client, PRI has no license to (or legitimate business

1 use for) the Enterprise materials downloaded with its Credential.

2 40. In all, Defendants appear to have engaged in a widespread
3 pattern of gaining unauthorized access to Yardi's Vault, stealing Yardi Credentials
4 from it (or obtaining them by other illicit means), and then using those Credentials
5 routinely to access additional confidential and trade secret information and to make
6 illegal downloaded copies of Yardi's copyrighted and trade secret Documentation.
7 To date, Yardi has identified more than two hundred log-ins to Client Central by
8 Defendants from multiple IP addresses in various locations believed to be
9 associated with Defendants, and multiple Credentials that Defendants have
10 apparently taken from Yardi and used from these multiple IP addresses. All told,
11 Defendants have illegally downloaded over one hundred individual Documentation
12 files.

13 41. Defendants are fully aware they have no authorization to obtain
14 or use Yardi employee Credentials, access restricted portions of Client Central
15 (including the Vault), or download unlicensed Yardi Documentation or other Yardi
16 proprietary and trade secret information. At the time of the illegal access and
17 downloads, neither RealPage nor EverGreen had a valid Credential from Yardi of
18 its own. Moreover, after RealPage acquired EverGreen, Yardi explicitly withdrew
19 its permission for EverGreen to access Client Central and Yardi's confidential
20 information. Further, there is no possibility that RealPage and EverGreen
21 employees, who include former Yardi employees with specific knowledge about
22 Yardi's policies, could reasonably have believed they were authorized to access
23 and use Yardi's confidential and trade secret information. Neither RealPage nor
24 EverGreen can claim permission to access the internal Yardi portions of Client
25 Central. No one other than a Yardi employee ever has legitimate access to those
26 areas.

27 **Defendants' Competitive Use of the Illegal Access and Copies**

28 42. After EverGreen's acquisition, and despite Defendants' lack of

1 legitimate access to Client Central and Yardi's confidential information,
2 Defendants nevertheless successfully convinced several existing Yardi clients to
3 become RealPage clients. These clients include Pinnacle, Riverstone, and PRI.
4 On information and belief, Defendants' illicit knowledge of and access to Yardi's
5 trade secret and copyrighted materials helped them win these clients, and they
6 needed that illicit access and knowledge to fulfill their claims that they are able to
7 host and support Yardi software.

8 43. Yardi's process of software development is an iterative process
9 of perfecting trade secret data models, user interfaces, and process workflows. A
10 competitor with access to Yardi's trade secret specifications, data models, user
11 interfaces, and process workflows would significantly advance the development
12 cycle of the competitor's analogous product, allowing it to compete much earlier in
13 the market and reduce or eliminate Yardi's competitive advantage.

14 44. For example, Yardi has spent over seven years developing its
15 International Property Management software (first released in 2002) and five years
16 completing its Budgeting & Forecasting product (first released in 2002). Each
17 year, Yardi improves these products to better suit the needs of its clients.

18 45. After RealPage acquired EverGreen, RealPage began
19 expanding its own software offerings to match Yardi's, releasing its own
20 International and Budgeting & Forecasting systems in 2010. Defendants released
21 these competing products during the time they had illegal access to Yardi's most
22 valuable competitive information and trade secrets about Yardi's analogous
23 products. On information and belief, Defendants have used Yardi's confidential
24 information and trade secrets to enhance their own software offerings and to
25 improve their competitive positioning against Yardi in the market. In other words,
26 RealPage is competing with Yardi by using Yardi's own intellectual property
27 against it – the epitome of unfair competition.

28

FIRST CLAIM FOR RELIEF

Violation of Federal Computer Fraud and Abuse Act

(18 U.S.C. §§ 1030(a)(2)(C), (a)(4) & (a)(5))

(Against All Defendants)

46. Yardi incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

47. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(2)(C), by intentionally accessing a computer used for interstate commerce or communication, without authorization or by exceeding authorized access to such a computer, and by obtaining information from such a protected computer.

48. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4), by knowingly, and with intent to defraud Yardi, accessing a protected computer, without authorization or by exceeding authorized access to such a computer, and by means of such conduct furthered the intended fraud and obtained one or more things of value, including but not limited to Yardi's trade secrets and copyrighted materials.

49. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(5)(A), by knowingly causing the transmission of a program, information, code, or command, and as a result of such conduct, intentionally causing damage without authorization to Yardi's protected computer.

50. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(5)(B), by intentionally accessing Yardi's protected computers without authorization, and as a result of such conduct, recklessly causing damage to Yardi.

51. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(5)(C), by intentionally accessing Yardi's protected computers without authorization, and as a result of such conduct, causing damage and loss to

1 Yardi.

2 52. The computer system or systems that Defendants accessed as
3 described above constitute a "protected computer" within the meaning of 18
4 U.S.C. § 1030(e)(2).

5 53. Yardi has suffered damage and loss by reason of these
6 violations, including, without limitation, harm to its computer systems and
7 confidential data, impairment to the security of Yardi's systems and the integrity of
8 its confidential Credentials, investigative and remedial time, labor, and expenses,
9 and other losses and damage in an amount to be proved at trial, but, in any event,
10 in an amount well over \$5,000 aggregated over a one-year period.

11 54. Defendants' unlawful access to and theft from Yardi's
12 computers have caused Yardi irreparable injury. Unless restrained and enjoined,
13 Defendants will continue to commit such acts. Yardi's remedies at law are not
14 adequate to compensate it for these inflicted and threatened injuries, entitling Yardi
15 to remedies including injunctive relief as provided by 18 U.S.C. § 1030(g).

16

17 **SECOND CLAIM FOR RELIEF**

18 **Violation of Comprehensive Computer Data Access and Fraud Act**

19 **(Cal. Penal Code § 502)**

20 **(Against All Defendants)**

21 55. Yardi incorporates by reference each of the allegations in the
22 preceding paragraphs of this Complaint as though fully set forth here.

23 56. Defendants have violated California Penal Code § 502(c)(2) by
24 knowingly and fraudulently, and without permission, accessing, taking, copying,
25 and making use of Documentation, data, and materials from Yardi's computers,
26 computer systems, and/or computer networks.

27 57. Defendants have violated California Penal Code § 502(c)(3) by
28 knowingly, fraudulently, and without permission accessing and using Yardi's

1 computer services.

2 58. Defendants have violated California Penal Code § 502(c)(6) by
3 knowingly, fraudulently, and without permission providing, or assisting in
4 providing, a means of accessing Yardi's computers, computer systems, and/or
5 computer networks.

6 59. Defendants have violated California Penal Code § 502(c)(7) by
7 knowingly, fraudulently, and without permission accessing, or causing to be
8 accessed, Yardi's computers, computer systems, and/or computer networks.

9 60. Yardi owns certain materials that comprise trade secret
10 Documentation, price lists, and other information, obtained by Defendants as
11 alleged above.

12 61. As a direct and proximate result of Defendants' unlawful
13 conduct within the meaning of California Penal Code § 502, Defendants have
14 caused damage to Yardi in an amount to be proven at trial. Yardi is also entitled to
15 recover its reasonable attorneys' fees pursuant to California Penal Code § 502(e).

16 62. Yardi is informed and believes that Defendants' acts were
17 willful and malicious, including because they were done with the deliberate intent
18 to injure Yardi's business and improve their own. Yardi is therefore entitled to
19 punitive damages.

20 63. Yardi has also suffered irreparable injury from these acts. Due
21 to the continuing threat of such injury, Yardi has no adequate remedy at law and is
22 entitled to injunctive relief.

23 **THIRD CLAIM FOR RELIEF**

24 **Violations of the Digital Millennium Copyright Act**

25 **(17 U.S.C. § 1201 et seq.)**

26 **(Against All Defendants)**

27 64. Yardi incorporates by reference each of the allegations in the
28 preceding paragraphs of this Complaint as though fully set forth here.

1 65. Yardi employs certain technological measures, including the
2 use of access-specific Credentials and the issuance of those Credentials only to
3 employees, licensed clients, and contracted consultants, that (1) effectively control
4 access to different parts of Client Central, and (2) effectively protect Yardi's rights
5 in the copyrighted materials available only through certain parts of Client Central.

6 66. Defendants circumvented Yardi's technological measures
7 and/or provided the means to do so by (1) obtaining Client Central Credentials
8 without authorization, and/or (2) using those Credentials, or Credentials obtained
9 by other improper means, to access Client Central without authorization.
10 Defendants used these circumvention measures to access portions of Client Central
11 which Defendants could not have accessed without use of one of a small number of
12 special Yardi employee Credentials. Defendants further used these circumvention
13 measures to obtain additional Credentials and used those additional Credentials to
14 circumvent the access restrictions on Client Central in order to access and
15 download Yardi's copyrighted Documentation.

16 67. As a result of Defendants' wrongful acts, Yardi has suffered
17 and will continue to suffer damages to be proven at trial. Yardi is further entitled
18 to recover from Defendants all profits attributable to Defendants' wrongful acts, to
19 be proved at trial. Alternatively, upon its election at any time before final
20 judgment is entered, Yardi is entitled to recover statutory damages pursuant to 17
21 U.S.C. § 1203.

22 68. Defendants' circumventions have also caused Yardi irreparable
23 injury. Unless restrained and enjoined, Defendants will continue to commit such
24 acts. Yardi's remedies at law are not adequate to compensate it for these inflicted
25 and threatened injuries, entitling Yardi to remedies including injunctive relief as
26 provided by 17 U.S.C. § 1203.

27

28

FOURTH CLAIM FOR RELIEF**Copyright Infringement****(17 U.S.C. § 101 et seq.)****(Against All Defendants)**

69. Yardi incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

70. Yardi owns a valid and enforceable copyright in all its software and Documentation, including the materials copied by Defendants, which are creative works of original authorship. Yardi has applied to the Register of Copyrights for Certificates of Registration that cover examples of the copyrighted materials taken and copied by Defendants, as listed in the table below. Yardi is in the process of applying for and obtaining additional relevant copyright registrations and will amend this Complaint to include those additional registrations.

No.	Title of Work	Copyright Office Service Request #	Date of Application
1	Yardi Genesis Property Management User's Guide (Version 5.1.03)	1-542591473	1/20/2011
2	Yardi Voyager International Currency User's Guide (Version 7.0)	1-542591547	1/20/2011
3	Yardi Voyager International User's Guide (Version 7.0)	1-542591569	1/20/2011
4	Yardi Investment Management: Capital Calls, Distributions, and Revaluations Feature Guide (Voyager 7.0)	1-542591591	1/20/2011
5	Yardi Investment Management User's Guide (Voyager 7.0)	1-542693613	1/20/2011
6	Yardi Voyager Contacts, Notifications, and Workflows User's Guide (Version 7.0)	1-542693667	1/20/2011

No.	Title of Work	Copyright Office Service Request #	Date of Application
7	Yardi Voyager Fixed Assets User's Guide (Version 7.0.5.0.67)	1-542693699	1/20/2011
8	Yardi Voyager Forecasting User's Guide (Version 7.0)	1-542693731	1/20/2011
9	Voyager Maintenance Service Contract User's Guide (Version 70.6 Plug-in v1)	1-542693763	1/20/2011
10	Yardi PortfolioVMF User's Guide (Version 7.0)	1-542693785	1/20/2011
11	New Features in Voyager 7.0	1-542693847	1/20/2011
12	Voyager: Yardi Systems, Inc. Release Notes (Voyager 706 General Ledger Plug-In 2)	1-542693889	1/20/2011
13	Voyager Work Orders User's Guide (Version 7.0.06 Maintenance Plug-in v1)	1-542693951	1/20/2011
14	Yardi Voyager Custom Financial Analytics Reporting User's Guide (Version 6.0.08)	1-542694005	1/20/2011
15	Yardi Voyager Debt-Mortgage User's Guide (Version 6.0.08)	1-542694027	1/20/2011
16	Yardi Voyager International User's Guide (Version 6.0.08.22)	1-542694049	1/20/2011
17	Yardi Enterprise 2010 End-of-Year Procedures Guide	1-546956204	1/20/2011
18	Yardi Voyager 2010 End-of-Year Procedures Guide	1-546956226	1/20/2011
19	Enterprise 1099 Installation Utility and QuickSteps (2010)	1-546956565	1/20/2011
20	Voyager 1099 Installation Utility and QuickSteps (2010)	1-546956297	1/20/2011
21	Voyager Property Management: Yardi Systems, Inc. Release Notes (Budgeting & Forecasting Version 60.08.22)	1-548714402	1/20/2011

1 71. Through the acts alleged above, Defendants have violated
2 Yardi's exclusive rights to reproduce its copyrighted materials, including materials
3 covered by the registrations listed above, at least by downloading the materials
4 from Client Central to Defendants' own systems in violation of 17 U.S.C. § 106,
5 without authorization or license.

6 72. Defendants have also violated the exclusive rights of Yardi to
7 control the distribution and creation of derivative works from its copyrighted
8 works in violation of 17 U.S.C. § 106.

9 73. In addition to directly infringing the exclusive rights of Yardi,
10 Defendants have contributorily and/or vicariously infringed the exclusive rights of
11 Yardi in its copyrighted materials by controlling, directing, intentionally
12 encouraging, inducing, or materially contributing to the copying, distribution, or
13 creation of derivative works from Yardi's copyrighted materials. Defendants also
14 obtained a direct financial benefit from the above alleged infringing activities
15 while declining to exercise their right and ability to stop them or limit them.

16 74. Defendants knew or should have known that copying,
17 distributing, and creating derivative works of and from Yardi's copyrighted
18 materials on Client Central, infringed the exclusive rights of Yardi in those
19 materials, including without limitation because of written warnings from Yardi and
20 copyright notices in the Documentation.

21 75. Yardi is entitled to damages in an amount to be proven at trial,
22 including both actual damages and Defendants' profits attributable to the
23 infringement pursuant to 17 U.S.C. § 504.

24 76. Defendants' infringement of the exclusive rights of Yardi has
25 also caused Yardi irreparable injury. Unless restrained and enjoined, Defendants
26 will continue to commit such acts. Yardi's remedies at law are not adequate to
27 compensate it for these inflicted and threatened injuries, entitling Yardi to
28 remedies including injunctive relief as provided by 17 U.S.C. § 502, and an order

1 impounding or destroying any and all infringing materials pursuant to
2 17 U.S.C. § 503.

3 **FIFTH CLAIM FOR RELIEF**

4 **Trade Secret Misappropriation**

5 **(Cal. Civ. Code §§ 3426-3426.11)**

6 **(Against All Defendants)**

7 77. Yardi incorporates by reference each of the allegations in the
8 preceding paragraphs of this Complaint as though fully set forth here.

9 78. Yardi owns the proprietary and confidential Documentation,
10 price lists, Credentials, and other information stored on Client Central, as described
11 above. These materials are a valuable collection of data assembled over many
12 years that allow Yardi to compete effectively and advantageously, including
13 because the information is not generally known to others who, if they had access to
14 the information, could use it to compete against Yardi.

15 79. Yardi makes reasonable efforts to maintain the confidentiality
16 of its Documentation, price lists, Credentials, and other information stored on
17 Client Central, including, without limitation, by (1) restricting access to Client
18 Central with unique and confidential Credentials, (2) disclosing certain of these
19 materials only to clients or independent consultants pursuant to licenses or other
20 contracts with strict confidentiality provisions, (3) prohibiting disclosure of these
21 materials by employees pursuant to employment agreements and Yardi's
22 Employee Handbook, and (4) designating these materials as confidential,
23 proprietary, copyrighted, and trade secrets.

24 80. Defendants have misappropriated Yardi's trade secrets by
25 means they knew, or had reason to know, were improper. As described in more
26 detail above, Defendants obtained unauthorized access to confidential Yardi
27 employee Credentials, logged on to Yardi-employee-restricted portions of Client
28 Central using those stolen Credentials, then downloaded the trade secret materials

1 described above. Defendants had no proper access or permission to acquire these
2 materials, and could not reasonably have believed they had such permission.

3 81. Defendants then used and/or disclosed these trade secret
4 materials without authorization to gain competitive advantage against Yardi,
5 including to win clients from Yardi, enhance their services to Yardi's clients, and
6 to improve their own, competing software. Defendants knew or had reason to
7 know at the time of their use and/or disclosure of Yardi's trade secret information
8 that Defendants' knowledge of the information was (1) derived from or through a
9 person who had employed improper means to acquire those trade secrets from
10 Client Central, (2) acquired under circumstances giving rise to a duty to maintain
11 the secrets' secrecy or to limit their use, including but not limited to using an
12 employee-restricted Credential, and/or (3) derived from or through a person who
13 owed a duty to Yardi to maintain the secrets' secrecy or limit their use.

14 82. Yardi has suffered actual losses caused by Defendants'
15 misappropriation of its trade secret information in an amount to be proved at trial.
16 In addition, Yardi is entitled to the benefits by which Defendants were unjustly
17 enriched by misappropriating Yardi's trade secret information.

18 83. Defendants' misappropriation of Yardi's trade secrets was
19 willful and malicious, entitling Yardi to exemplary damages and its attorneys' fees
20 and costs.

21 84. Defendants' misappropriation of Yardi's trade secrets has also
22 caused Yardi irreparable injury. Unless restrained and enjoined, Defendants will
23 continue to commit such acts. Yardi's remedies at law are not adequate to
24 compensate it for these inflicted and threatened injuries, entitling Yardi to
25 injunctive relief.

SIXTH CLAIM FOR RELIEF

Unfair Competition

(Cal. Bus. & Prof. Code § 17200 *et seq.*)

(Against All Defendants)

85. Yardi incorporates by reference each of the allegations in paragraphs 1 through 63 and 77 through 84 of this Complaint as though fully set forth here.

86. Defendants have engaged in unlawful business acts or practices by committing illegal acts, including computer fraud as alleged above, in an effort to gain unfair competitive advantage over Yardi.

87. These unlawful business acts or practices were committed pursuant to business activity related to providing real estate and property management software and related support and services for that software.

88. The acts and conduct of Defendants constitute fraudulent, unlawful, and unfair competition as defined by California Business & Professions Code § 17200 *et seq.*

89. Defendants' conduct constitutes violations of numerous state and federal statutes and codes, including, but not limited to, violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, receipt of stolen property, California Penal Code § 496, and unauthorized access to computers, California Penal Code § 502.

90. Defendants have improperly and unlawfully taken commercial advantage of Yardi's investments in its trade secret materials. In light of Defendants' conduct, it would be inequitable to allow Defendants to retain the benefit of the funds obtained through the unauthorized and unlawful use of that property.

91. Defendants' unfair business practices have unjustly minimized Yardi's competitive advantages and have caused and are causing Yardi to suffer

1 damages.

2 92. As a result of such unfair competition, Yardi has also suffered
3 irreparable injury and, unless Defendants are enjoined from such unfair
4 competition, will continue to suffer irreparable injury, whereby Yardi has no
5 adequate remedy at law.

6 93. Defendants should be compelled to restore any and all money
7 or property they may have obtained in violation of California Business &
8 Professions Code § 17200 *et seq.*, and should be enjoined from further unlawful,
9 unfair, and deceptive business practices.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Yardi respectfully prays for the following:

12 A. For a preliminary and permanent injunction restraining
13 Defendants, their officers, agents, servants, employees, and attorneys, and those in
14 active concert or participation with any of them, from the following:

15 (1) Copying², accessing, storing, distributing, using,
16 publicly displaying, or creating derivative works from Yardi's copyrighted
17 materials in any way, including for any business purpose, except as otherwise
18 allowed by express license from Yardi;

19 (2) Facilitating any of the acts described in (1) above;

20 (3) Engaging in any violations of the Digital
21 Millennium Copyright Act, including acts that circumvent or facilitate
22 circumvention of Yardi's technological measures that control access to its
23 copyrighted materials, including by accessing Client Central other than as allowed
24 by express license from Yardi;

25 (4) Otherwise engaging in acts of copyright

26 _____
27 ² As used in this Prayer, "copying" includes downloading from a website or
28 digital storage media.

1 infringement, violations of the Computer Fraud and Abuse Act, violations of the
2 Computer Data Access and Fraud Act, trade secret misappropriation, or unfair
3 competition;

4 B. For an Order directing Defendants to file with the Court
5 and serve on Yardi within thirty (30) days after the service on Defendants of such
6 injunction a report in writing, under oath, setting forth in detail the manner and
7 form in which Defendants have complied with the injunction;

8 C. For an Order directing Defendants to return Yardi's
9 property, including, without limitation, Yardi's confidential, proprietary, trade
10 secret, and copyrighted materials, including data, Documentation and software that
11 Defendants took from Yardi without authorization, as set forth in this Complaint;

12 D. For an Order impounding or destroying any and all
13 infringing materials pursuant to 17 U.S.C. § 503;

14 E. For an Order impounding or destroying all Credentials
15 improperly obtained by Defendants pursuant to 17 U.S.C. § 1203;

16 F. For damages, including actual damages to Yardi and
17 Defendants' profits attributable to their wrongful acts, to be proven at trial;

18 G. For statutory damages pursuant to 17 U.S.C. § 1203;

19 H. For punitive damages;

20 I. For prejudgment interest;

21 J. For an Order awarding Yardi its attorneys' fees and
22 costs; and

23 ///

24 ///

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1 K. For an Order awarding Yardi such other and further relief
2 as the Court deems just and proper.

3
4 DATED: January 24, 2011

5 Bingham McCutchen LLP

6
7
8 By: 

9 Geoffrey M. Howard
10 Attorneys for Plaintiff
11 Yardi Systems, Inc.
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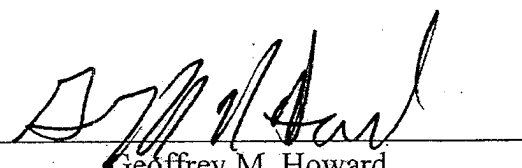
DEMAND FOR JURY TRIAL

In accordance with Fed. R. Civ. P. 38(b), Plaintiff Yardi Systems, Inc.
demands a trial by jury on all issues triable by a jury.

DATED: January 24, 2011

Bingham McCutchen LLP

By: _____



Geoffrey M. Howard
Attorneys for Plaintiff
Yardi Systems, Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Otis D. Wright II and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

CV11- 690 ODW (JEMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Central District of California

Yardi Systems, Inc., California
Company,
Plaintiff

v.

RealPage, Inc., a Delaware corporation and DC
Consulting, Inc., a Washington, D.C. corporation

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

RealPage, Inc., a Delaware corporation
4000 International Parkway, Carrollton, Texas 75007-1913

DC Consulting, Inc., a Washington, D.C. corporation
1050 Thomas Jefferson Street, NW, Suite 2300, Washington, D.C. 20007

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Geoffrey M. Howard (SBN 157468)
Bree Hann (SBN 215695)
Chad Russell (SBN 246046)
Bingham McCutchen LLP
Three Embarcadero Center, San Francisco, California 94111-4067

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

SEAL

MARILYN DAVIS

Signature of Clerk or Deputy Clerk

Date: JAN 24 2011

COPYUNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

BY FAX

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Yardi Systems, Inc.	DEFENDANTS RealPage, Inc. DC Consulting, Inc.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Geoffrey M. Howard (SBN 157468) & Bree Hann (SBN 215695) Bingham McCutchen LLP, Three Embarcadero Ctr., San Francisco, CA 94111 Telephone: (415) 393-2000; Facsimile: (415) 393-2286	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)	CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) copyright infringement/circumvention 17 USC 501 & 1201; computer fraud 18 USC 1030 & Cal. Penal Code 502; state trade secret misappropriation & unfair competition	

VII. NATURE OF SUIT (Place an X in one box only.)
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OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV 11 00690

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. **VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Santa Barbara	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Texas and District of Columbia

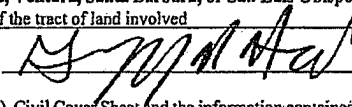
(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Santa Barbara and Los Angeles	Texas, District of Columbia, Oregon and Oklahoma

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. **SIGNATURE OF ATTORNEY (OR PRO PER):**



Date 1-27-11

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))