

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Hexagon Manufacturing Intelligence, Inc., a  
Delaware corporation,

Plaintiff,

v.

Ultimate Stone, Inc., an Illinois corporation;  
Marcin Kozak, an individual; and John DOES  
1-10,

Defendants.

No.

Complaint for Copyright Infringement,  
Vicarious Copyright Infringement, Breach of  
Contract, and Permanent Injunction

Plaintiff Hexagon Manufacturing Intelligence, Inc. asserts the following claims against  
Defendants Ultimate Stone, Inc. and Marcin Kozak.

**NATURE OF THE ACTION**

1. Plaintiff Hexagon Manufacturing Intelligence, Inc. (“Hexagon”) is a Delaware corporation and a world-renowned leader in computer-aided design and manufacturing technology. Hexagon develops and licenses software to support design and manufacturing processes for tooling, production engineering, sheet metal, metal fabrication, stone and woodworking industries.



1           10. On information and belief, Kozak resides in Illinois and is employed by Ultimate  
2 as its Production Manager.

3                                   **JURISDICTION AND VENUE**

4           11. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1338(a) and  
5 17 U.S.C. § 501(b) because this is an action arising under the copyright laws of the United States,  
6 17 U.S.C. § 101, *et seq.*, seeking damages, injunctive, and other relief.

7           12. This Court also has diversity jurisdiction under 28 U.S.C. § 1332 because  
8 Hexagon and Defendants are citizens of different states and the amount in controversy is believed  
9 to exceed \$75,000.

10          13. This Court has personal jurisdiction over Ultimate because it is an Illinois  
11 corporation with its office and principal place of business in Elk Grove, Illinois.

12          14. This Court has personal jurisdiction over Marcin Kozak because he is an Illinois  
13 resident who works in Elk Grove, Illinois and resides in Illinois.

14          15. On information and belief, Defendants transact, conduct, and solicit business  
15 within Illinois and within this judicial district. Defendants committed tortious acts within Illinois  
16 and this judicial district. On information and belief, Defendants may own, use, or possess  
17 property in the State of Illinois.

18          16. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b).

19                                   **BACKGROUND FACTS**  
20                   **Plaintiff Hexagon and its Copyrighted Works**

21          17. Hexagon is a globally recognized leader in computer-aided technology.

22          18. Planit Software Limited is an entity domiciled in the United Kingdom and the  
23 author of the Copyrighted Works. Pursuant to a distribution agreement, Planit Software Limited  
24 granted Hexagon exclusive rights to reproduce, distribute, and display the Copyrighted Works in  
25 the United States. The rights granted include the right to enforce the copyrights and pursue any  
26 available legal remedies against infringers of the Copyrighted Works.

1           19. Hexagon non-exclusively licenses its computer-aided software to customers to  
 2 assist with the operation of Computer Numerical Control (“CNC”) machinery. Hexagon does so  
 3 in more than 45 countries through its wholly-owned subsidiaries and expansive reseller network.  
 4 Its products are instrumental in addressing the worldwide need for computer-aided software in a  
 5 large variety of focused manufacturing processes.

6           20. Hexagon’s Alphacam suite of software products is a computer-aided  
 7 manufacturing (“CAM”) system that provides an excellent CAM platform, full of functionality  
 8 to help businesses become more productive and profitable.

9           21. Hexagon does not manufacture CNC machinery. Although some CNC machinery  
 10 is designed with integrated operating software, most commercial CNC machinery is separate  
 11 from the operating software, allowing the machinery owner to select and buy the most appropriate  
 12 applications to suit its needs.

13           22. The Alphacam product allows a customer’s computers and CNC machinery to  
 14 work in tandem in a networked environment, designing, storing and modifying files, and then  
 15 using those files to fashion products for sale. Without an operating system like Alphacam, a CNC  
 16 machine cannot produce custom products for sale like the products Ultimate sells to its customers.

17           23. Ultimate’s website boasts: “Using the latest technology in the market we can now  
 18 help you visualize how your project will look with your material of choice. . . . Our CNC machine  
 19 is the most state of the art technology in the stone industry allowing us to fabricate multiple edge  
 20 details . . . .” See <https://ultimatestone.com/about-us/> (last visited April 10, 2023).

21           24. Critical to the success of its business, Hexagon protects its Copyrighted Works  
 22 under the terms of an End User License Agreement (“EULA”). The EULA explicitly provides  
 23 that Hexagon, as licensor, does not sell its software to its customers.

24           25. In consideration of a customer’s compliance with the terms of the EULA and  
 25 payment of a license fee, Hexagon grants its legitimate customers, as licensees, a non-exclusive,  
 26

1 non-sublicensable, non-transferable, limited license to install, access, and use the licensed  
2 software under the terms of the EULA.

3 26. The EULA is included as part of the installation process for each version of the  
4 Alphacam software. In turn, a user must agree to the terms of the EULA prior to installation.

5 27. To safeguard its Copyrighted Works, Hexagon implements security measures to  
6 discover and deter piracy. Specifically, the EULA permits Hexagon to utilize internal diagnostic  
7 tools (“technical protection measures” or “TPM”) to detect the installation or use of unauthorized  
8 copies of the Copyrighted Works. The EULA also permits Hexagon to collect data about the  
9 illegal copies.

10 28. Using the TPM, Hexagon can monitor usage of its Copyrighted Works. This  
11 allows Hexagon to know if a product was downloaded and installed.

12 29. Users of the Copyrighted Works consent to the detection and collection of  
13 personally identifiable data, as well as transmission and use of that data if an illegal copy is  
14 detected.

15 30. Hexagon offers and sells its Alphacam product licenses, upgrade licenses, and  
16 maintenance support plans using established price lists.

17 31. Hexagon generally licenses its Alphacam products based on the number of devices  
18 the software is deployed to, rather than the number of users. Hexagon also provides the option of  
19 a network license where the software is licensed for the number of desired concurrent users.

20 32. Hexagon continually works to improve its suite of Alphacam products. Customers  
21 who utilize maintenance support plans with Hexagon are entitled to new releases of the software  
22 products as well as certain updates and technical support.

23 33. Hexagon requires its new customers to purchase a maintenance support plan upon  
24 the purchase of a new valid Alphacam license. Customers are not required to, but may, purchase  
25 additional yearly maintenance support plans thereafter.

1           34.     The Copyrighted Works contain materials wholly original to Hexagon and consist  
2 of copyrightable subject matter under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.*

3           35.     Hexagon has not provided authorization, permission, or consent to Defendants to  
4 copy or install unlicensed infringing copies of Hexagon's Copyrighted Works.

5                               **Defendants' Unlawful Conduct**

6           36.     Like all users of Hexagon's Copyrighted Works, and as a prerequisite to  
7 installation, each time a person installs a valid version of Hexagon's software, the user is required  
8 to accept the terms and conditions of the click-through EULA.

9           37.     Despite Hexagon's diligence to eliminate piracy affecting the development of new  
10 technology and causing significant revenue loss to software companies worldwide, Hexagon's  
11 TPM data capture system revealed that Defendants engaged in furtive, unlawful, and infringing  
12 conduct.

13           38.     On June 14, 2015, Ultimate purchased and was issued a non-exclusive network  
14 license to Hexagon's Alphacam Stone Standard and Hexagon's Designer Companion ("Network  
15 License"). On May 21, 2015, April 15, 2016, and July 14, 2021, Ultimate purchased three  
16 additional Alphacam Stone Standard seats, and two Hexagon's Designer Companion seats on  
17 June 12, 2021, all of which were added to the Network License. On June 15, 2018, Ultimate  
18 purchased and was issued a non-exclusive standalone license to use Hexagon's Alphacam  
19 software (the "Alphacam License," and collectively with the "Network License", the "Licensed  
20 Alphacam").

21           39.     Ultimate agreed to the terms of the EULA embedded in Licensed Alphacam upon  
22 installation of each Alphacam version.

23           40.     On March 2, 2022, Hexagon discovered that Defendant copied, downloaded,  
24 installed, and used two unlicensed pirated copies of Hexagon's Alphacam software, rather than  
25 purchasing additional licenses.

1           41. Hexagon demanded Defendants stop infringing the Copyrighted Works.  
2 Defendants have refused to confirm they will cease and desist and have refused to remedy their  
3 wrongdoing.

4           42. Hexagon's forensic investigation revealed that Defendants downloaded an  
5 unlicensed Alphacam 2020 on February 16, 2021, on a computer identified as "laptop-altvqac5"  
6 with username "admin" and connected to IP address 96.68.40.177, which is the same IP address  
7 Defendants used to access the Licensed Alphacam. WiFi latitude and longitude geolocation  
8 details confirm that Defendants infringed Hexagon's work on Ultimate Stone's WiFi account.

9           43. Hexagon discovered Defendants downloaded a second different unlicensed  
10 Alphacam 2021 on a computer identified as "kozak-laptop" with username "admin" and email  
11 address [marcin@ultimatestone.com](mailto:marcin@ultimatestone.com) while connected to the same IP address 96.68.40.177. WiFi  
12 latitude and longitude geolocation details show that Defendants infringed Hexagon's work at the  
13 Ultimate Stone facility, but this time on its "UltimateStone Internal" WiFi account.

14           44. Defendants infringed Hexagon's Copyrighted Works without compensation to  
15 Hexagon and in direct violation of the EULAs and federal copyright law.

16           45. Defendants accessed Ultimate's Licensed Alphacam on the same Internet Protocol  
17 address used to access the infringing Alphacam software.

18           46. On information and belief, the identified Internet Protocol address belongs to  
19 and/or is affiliated with Ultimate.

20           47. The cost of one fully unlocked Alphacam product is more than \$116,000.

21           48. Defendants have not paid for or otherwise obtained additional licenses to use  
22 Alphacam.

23           49. Without right or authorization, Defendants copied two unlicensed Alphacam  
24 products ("Infringing Products"), presumably to use with Ultimate's CNC machine in addition  
25 to its Licensed Alphacam at its facility in Elk Grove, Illinois.

1           50.    On information and belief, Defendants accessed the Infringing Products to  
2 conduct business.

3           51.    On information and belief, Defendants used the Infringing Products to create files  
4 and/or to manufacture products for which Ultimate charges its customers.

5           52.    On information and belief, Defendants have directly profited from the  
6 unauthorized and illegal use of the Infringing Products.

7           53.    Defendants knew or should have known installation and use of the Infringing  
8 Product violated Hexagon's copyrights and the EULAs, especially because the Copyrighted  
9 Works contain explicit notices identifying the copyright owner and because Ultimate was a  
10 preexisting Hexagon customer at the time it and Kozak began infringing Hexagon's Copyrighted  
11 Works.

12           54.    Defendants are in willful violation of the law for copying the Infringing Products  
13 without a valid license.

14           55.    As part of Ultimate's installation of the Licensed Alphacam, Ultimate entered  
15 valid and binding contracts with Hexagon (*i.e.*, the EULAs) related to prohibited use of  
16 Hexagon's software and other terms and conditions.

17           56.    Under the terms of the EULAs, Ultimate agreed that using Hexagon's software  
18 outside the scope of the license granted to Ultimate, or otherwise not in accordance with the  
19 EULAs, violates Hexagon's intellectual property rights and is a material breach of the EULAs.

20           57.    Ultimate also agreed that it and its employees may not install, access, or use more  
21 than the number of Alphacam licenses that Ultimate validly acquired.

22           58.    Ultimate has directly breached the EULAs by installing, accessing, and using  
23 unlicensed copies of Hexagon's Copyrighted Works without its permission and outside the scope  
24 of the Licensed Alphacam licenses granted to Ultimate.



59. Ultimate further agreed to indemnify Hexagon and its affiliates against any and all losses and expenses, including reasonable attorney fees, in connection with any legal proceeding arising out of Ultimate's unauthorized installation, use of, or access to Hexagon's software products, including, but not limited to, claims that such conduct infringes Hexagon's intellectual property rights.

60. Hexagon's remedy at law is inadequate to compensate it fully for its injuries. Unless enjoined, Defendants' actions will likely continue, causing irreparable damage to Hexagon. It would be extremely difficult or impossible to estimate the amount of compensation necessary to afford Hexagon complete monetary relief for continuing acts damaging Hexagon's intangible assets and goodwill. Absent injunctive relief, Hexagon will continue to be harmed by Defendants' infringing activities.

**COUNT I**  
**Copyright Infringement against Kozak**  
**(17 U.S.C. § 501)**

61. Hexagon incorporates and realleges, as if fully set forth herein, the allegations contained in the foregoing paragraphs of this Complaint.

62. Hexagon is the owner of exclusive rights in the Copyrighted Works in and for its Alphacam products, and is entitled to bring an action for copyright infringement pursuant to 17 U.S.C. § 501, *et seq.*

63. Kozak did not have Hexagon's authorization to install, use, or copy the infringing Copyrighted Works.

64. Kozak copied the Copyrighted Works and, therefore, infringed Hexagon's exclusive rights granted by the Copyright Act, 17 U.S.C. § 106.

65. Kozak's acts of infringement are willful, and are in disregard of and with indifference to Hexagon's rights.

66. On information and belief, Kozak profited by his unlawful actions.





1           84.     Ultimate entered valid and binding contracts (*i.e.*, the EULAs) with Hexagon upon  
2 installation of each Licensed Alphacam version.

3           85.     Under the terms of the EULAs, Ultimate agreed not to use Hexagon's Alphacam  
4 software outside the scope of the Licensed Alphacam licenses granted to Ultimate, or in a way  
5 that is otherwise not in accordance with the EULAs.

6           86.     Under the terms of the EULAs, Ultimate agreed that it is responsible for its users'  
7 compliance with the EULAs and that it would supervise, manage, and control use of Hexagon's  
8 Alphacam software.

9           87.     Under the terms of the EULAs, Ultimate agreed not to install, access, or use more  
10 than the number of Alphacam licenses that Ultimate validly acquired.

11           88.     Ultimate breached the EULAs by installing, accessing, and using unlicensed  
12 copies of the Infringing Products without Hexagon's permission and outside the scope of the  
13 Licensed Alphacam licenses granted to Ultimate.

14           89.     Ultimate also failed to supervise, manage, and control its employees' use of  
15 Hexagon's software.

16           90.     Hexagon is entitled to enforce the EULAs and to applicable damages, including  
17 recovery of its attorney fees and costs, as provided and set forth in the EULA, as a result of  
18 Ultimate's breaches.

19           91.     As a result of Ultimate's breaches, Hexagon has been damaged and continues to  
20 be damaged in an amount to be proven at trial.

21                                   **COUNT IV**  
22                                   **Permanent Injunction**  
                                     **(17 U.S.C. § 502(a))**

23           92.     Hexagon incorporates and realleges, as if fully set forth herein, the allegations  
24 contained in the foregoing paragraphs of this Complaint.

25           93.     Defendants copied and repeatedly used unlicensed Infringing Products.  
26 Defendants have failed to confirm they will cease using the unauthorized software.



1 DATED this 26th day of April, 2023.

2 Kutak Rock LLP

3 By: /s/ Paul S. Gerding

4 Paul S. Gerding, Jr., IL 6206966

5 Sarah E. Elsdon, [WA 51158, *pro hac vice pending*]

6 450 W. Schaumburg Rd #68819

7 Schaumburg, Illinois 60194

8 (312) 602-4100

9 *Attorneys for Plaintiff*

The ILND 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

**I. (a) PLAINTIFFS**

Hexagon Manufacturing Intelligence, Inc., a Delaware corporation

(b) County of Residence of First Listed Plaintiff Delaware  
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Paul S. Gerding, Jr., Kutak Rock, LLP, 450 W. Schaumburg Rd #68819, Schaumburg, Illinois 60194; (312) 602-4100; (480) 429-4843

**DEFENDANTS**

Ultimate Stone, Inc., an Illinois corporation; Marcin Kozak, an individual; and John DOES 1-10

County of Residence of First Listed Defendant Illinois  
(In U.S. plaintiff cases only)

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

Attorneys (If Known)

Michael S. Shapiro, Tomlinson &amp; Shapiro, P.C., 5440 N. Cumberland Avenue, Suite 302, Chicago, Illinois 60656; (312) 715-8770

**II. BASIS OF JURISDICTION** (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government not a party.)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate citizenship of parties in Item III.)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (For Diversity Cases Only.)(Check one box, only for plaintiff and one box for defendant.)

	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

**IV. NATURE OF SUIT** (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<b>Habeas Corpus:</b>	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input checked="" type="checkbox"/> 820 Copyright	<input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA)
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 850 Securities/Commodities/Exchange
	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 380 Other Personal	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 890 Other Statutory Actions
		<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)	<input type="checkbox"/> 891 Agricultural Arts
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>BANKRUPTCY</b>	<b>FORFEITURE/PENALTY</b>	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment			<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<b>IMMIGRATION</b>		<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/ Disabilities-Employment	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition)		<b>FEDERAL TAXES</b>
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
				<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Check one box, only.)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION** (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

17 U.S.C. § 501, et seq.; 17 U.S.C. § 502(a); Copyright infringing

**VII. PREVIOUS BANKRUPTCY MATTERS** (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☐ Yes ☒ No**IX. RELATED CASE(S) IF ANY** (See instructions):

Judge

Case Number

**X. Is this a previously dismissed or remanded case?**☐ Yes ☒ No If yes, Case #

Name of Judge

Date: 04/26/2023

Signature of Attorney of Record /s/ Paul S. Gerding



Authority for Civil Cover Sheet

The ILND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use  
**(b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the  
**(c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
Original Proceedings. (1) Cases which originate in the United States district courts.  
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.  
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



AO 121 (Rev. 06/16)

TO:  <p style="text-align: center;"><b>Register of Copyrights U.S. Copyright Office 101 Independence Ave. S.E. Washington, D.C. 20559-6000</b></p>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION OR APPEAL REGARDING A COPYRIGHT</b>
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In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		COURT NAME AND LOCATION United States District Court, Northern District of Illinois
DOCKET NO.	DATE FILED	
PLAINTIFF Hexagon Manufacturing Intelligence, Inc., a Delaware corporation		DEFENDANT Ultimate Stone, Inc., an Illinois corporation; Marcin Kozak, an individual
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OR WORK
1 TX0008121672	Alphacam	Planit Software Ltd.
2 TX0006250291	Supplement to Alphacam	Planit Software Ltd.
3 TX0009205883	Alphacam 2020.0	Planit Software Ltd.
4 TX0009209954	Alphacam 2021.0	Planit Software Ltd.
5		

In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK		
1				
2				
3				

In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment	WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
CLERK	(BY) DEPUTY CLERK	DATE

**DISTRIBUTION:**

1) Upon initiation of action, mail copy to Register of Copyrights	2) Upon filing of document adding copyright(s), mail copy to Register of Copyrights	3) Upon termination of action, mail copy to Register of Copyrights
4) In the event of an appeal, forward copy to Appellate Court	5) Case File Copy	

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Hexagon Manufacturing Intelligence, Inc., a  
Delaware corporation,

Plaintiff,

v.

Ultimate Stone, Inc., an Illinois corporation;  
Martin Kozak, an individual; and John DOES  
1-10,

Defendants.

No.

Plaintiff's Rule 7.1 Corporate Disclosure  
Statement

Pursuant to Federal Rule of Civil Procedure 7.1 and Local Rule 3.2, Plaintiff Hexagon Manufacturing Intelligence, Inc. states that it is a wholly owned subsidiary of Hexagon Smart Solutions AB, which is a wholly owned subsidiary of Hexagon AB, a publicly traded company in Sweden.

///

1 DATED this 26th day of April, 2023.

2 Kutak Rock LLP

3 By: /s/ Paul S. Gerding, Jr.

4 Paul S. Gerding, Jr., IL 6206966

5 Sarah E. Elsdon, [WA 51158, *pro hac vice pending*]

6 450 W. Schaumburg Rd #68819

7 Schaumburg, Illinois 60194

8 (312) 602-4100

9 *Attorneys for Plaintiff*