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UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SYMANTEC CORPORATION,

Plaintiff,

vs.

CARMELO CERRELLI, an individual;
ADAM CERRELLI, an individual;
9038-3746 QUEBEC INC., a Canadian
Corporation; 9014-5731 QUEBEC
INC., a Canadian Corporation;
INTERPLUS ONLINE, an entity of
unknown organizational form; and
DOES 1-10, inclusive,

Defendants.

Case No. CV-07-4285 RGK (PJWx)
Action Filed June 29, 2007
Hon. R. Gary Klausner

~~PROPOSED~~ JUDGMENT AND
PERMANENT INJUNCTION
AGAINST CARMELO CERRELLI
AND 9038-3746 QUEBEC INC.

Trial

Date: September 30, 2008
Time: 9:00 A.M.
Ctvm: 850 (Roybal)

1 This matter came before the Court on September 30, 2008 for trial on plaintiff
2 Symantec Corporation's ("Symantec") complaint against defendants Carmelo
3 Cerrelli, 9038-3746 Quebec Inc., and 9014-5731 Quebec Inc. (together the
4 "Defendants"). Symantec appeared through its counsel of record David P.
5 Crochetiere and Henry H. Gonzalez of Baute & Tidus LLP. No appearances having
6 been made for the Defendants, the Court struck the Defendants' answer, entered
7 defaults against Carmelo Cerrelli and 9038-3746 Quebec Inc., and proceeded to hear
8 testimony and receive evidence on the amount of damages.

9 After considering the testimony on damages, the pertinent exhibits, the
10 pleadings and files in this matter, and the arguments of counsel, the Court **HEREBY**
11 **ORDERS** that **JUDGMENT BE ENTERED AGAINST CARMELO CERRELLI**
12 **AND 9038-3746 QUEBEC INC. AND IN FAVOR OF SYMANTEC**
13 **CORPORATION**, pursuant to Fed. R. Civ. Proc. 58 and Civil Local Rule 58-11 as
14 follows:

15 Judgment shall be entered against defendants Carmelo Cerrelli and 9038-3746
16 Quebec Inc., jointly and severally, in the amount of ^{\$11,750,000,} ~~\$11,900,000~~, the maximum
17 statutory amount available pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504
18 (c)(2) for the defendant Carmelo Cerrelli's and 9038-3746 Quebec Inc.'s willful and
19 knowing infringement of the eleven (11) Symantec trademarks and ^{five (5)} ~~six (6)~~ Symantec
20 copyrights at issue, and attorneys' fees pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C.
21 § 505, calculated pursuant to Local Civil Rule 55-3, in the amount of **\$243,488**.

22 It is further **ORDERED** that Defendants, and each of them, shall be, and are
23 hereby, **ENJOINED** as follows:

24 1. Each of the defendants Carmelo Cerrelli and 9038-3746 Quebec, Inc.,
25 and each of their agents, servants, employees, representatives, successors and assigns,
26 and all those acting in concert or participation with him shall be, and hereby are
27 **ENJOINED** from:

28 (a) Imitating, copying, or making any other unauthorized use,

1 distribution or sale of products protected by Symantec's
2 registered trademarks and/or trade name, including the following
3 trademarks and/or service marks:

- 4 (1) "Symantec" name and distinctive yellow and black logo,
5 registration numbers 1654777, 1683688, and 2205386.
- 6 (2) "Norton SystemWorks", registration number 2488092.
- 7 (3) "Norton AntiVirus", registration number 1758084.
- 8 (4) "Ghost", registration number 1107115.
- 9 (5) "LiveUpdate", registration number 2243057.
- 10 (6) "Norton Utilities", registration number 1508960.
- 11 (7) "pcAnywhere", registration number 1781148.
- 12 (8) "CleanSweep", registration number 1936913.
- 13 (9) "WinFax", registration number 3182978
- 14 (10) "GoBack", registration number 2271088.
- 15 (11) Symantec Logo, registration number 3009890.

16 (b) Duplicating, assembling, producing, distributing, offering for
17 distribution, selling, offering for sale, circulating, advertising,
18 importing, exporting, marketing, promoting, printing, displaying,
19 transferring, and/or moving any product or thing bearing any
20 simulation, reproduction, counterfeit, copy, or colorable imitation
21 of Symantec's registered trademarks, trade name, service marks,
22 or copyrights, including, but not limited to, the marks and
23 copyrights represented by the trademarks and/or service marks
24 listed in subparagraph (a) above;

25 (c) Using any simulation, reproduction, counterfeit, copy, or
26 colorable imitation of Symantec's registered trademarks, trade
27 name, service marks, or copyrights including, but not limited to,
28 marks and copyrights represented by the trademarks and/or

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service marks listed in subparagraph (a) above, in connection with the manufacture, duplication, assembly, production, distribution, offer for distribution, sale, offer for sale, circulation, advertisement, import, export, marketing, promotion, printing, display, transfer, and/or movement of any product or thing not authorized or licensed by Symantec; engaging in any other activity constituting an infringement of Symantec's trademarks or copyrights, or of Symantec's rights in, or right to use or exploit said trademarks or copyrights, or constituting any dilution of Symantec's name, reputation, or goodwill;

(d) Using any false designation of origin or false description which can, or is likely to, lead the trade or public, or individual members thereof, erroneously to believe that any product or thing has been manufactured, duplicated, assembled, produced, distributed, offered for distribution, circulated, advertised, imported, exported, marketed, promoted, printed, displayed, transferred, moved, licensed, sponsored, approved, or authorized by or for Symantec;

(e) Using reproductions, counterfeits, copies, or colorable imitations of Symantec's copyright and/or trademark protected software;

(f) Duplication, assembly, production, distribution, offer for distribution, sale, offer for sale, circulation, advertisement, import, export, marketing, promotion, printing, display, transfer, and/or movement, of spurious merchandise not authorized by Symantec;

(g) Using the name, logo, or other variations thereof of Symantec's copyright and/or trademark protected software in any of the defendants' trade or corporate names;


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- (h) Engaging in any other activity constituting an infringement of any of Symantec's trademarks, service marks, or copyrights, or of Symantec's rights in, or right to use or to exploit said trademarks, service marks, or copyrights;
- (I) using any internet domain name that is deceptively similar to any of Plaintiff's trademarks; and
- (j) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (I) above.

2. This permanent injunction shall be applicable to and prohibit acts performed within or directed towards any person or entity within the jurisdiction of this Court (the United States, its territories and possessions) and the Court shall retain jurisdiction over this action to the extent necessary to enforce and interpret this injunction.

3. Defendants Carmelo Cerrelli and 9038-3746 Quebec Inc. shall immediately deliver to Symantec any products advertised or packaged to appear similar to genuine Norton and/or Symantec products, together with the names, addresses, telephone numbers, e-mail addresses and other information concerning any and all consumers to whom defendants have sold, distributed, delivered and/or directed advertising for Norton and/or Symantec products or counterfeit Norton and/or Symantec products.

Dated: NOV 21 2008


 JUDGE R. GARY KLAUSNER
 UNITED STATES DISTRICT JUDGE