

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

E-FILED 12/1/14

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

ADOBE SYSTEMS INCORPORATED,  
a Delaware Corporation,  
  
Plaintiff,  
  
v.  
  
DIGISOFT, LLC, a Washington Limited  
Liability Company; and DOES 1-10,  
Inclusive,  
  
Defendants.

Case No.: 2:14-cv-05368-PSG-CW  
~~[PROPOSED]~~ PRELIMINARY  
INJUNCTION

The Court, pursuant to the Stipulation for Entry of Preliminary Injunction Against Defendant Digisoft, LLC (“Stipulation”), entered between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”) and Defendant DIGISOFT, LLC (“Defendant”), hereby ORDERS, ADJUDICATES, and DECREES that a preliminary injunction shall be and hereby is entered pending resolution of this

1 matter against Defendant as follows:

2 1. **PRELIMINARY INJUNCTION.** Defendant and any person or  
3 entity acting in concert with, or at its direction, including any and all officers,  
4 directors, agents, servants, employees, and any others over which it may exercise  
5 control, are hereby restrained and enjoined from engaging in, directly or indirectly,  
6 or authorizing or assisting any third party to engage in, any of the following  
7 activities:

8 a. importing, exporting, downloading, uploading, marketing,  
9 selling, offering for sale, distributing or dealing in any product or service that  
10 uses, or otherwise making any use of, any of Plaintiff's Trademarks or  
11 Copyrights, including but not limited to ADOBE® ACROBAT®, CREATIVE  
12 SUITE®, DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,  
13 INDESIGN®, and PHOTOSHOP® marks and works, and/or any Intellectual  
14 Property that is confusingly or substantially similar to, or that constitutes a  
15 colorable imitation of, any of Plaintiff's Trademarks and Copyrights, whether  
16 such use is as, on, in or in connection with any trademark, service mark, trade  
17 name, logo, design, Internet use, website, domain name, meta tags, advertising,  
18 promotions, solicitations, commercial exploitation, television, web-based or any  
19 other program, or any product or service, or otherwise. A list of Plaintiff's  
20 registered trademarks is attached and incorporated by reference herein as **Exhibit**  
21 **"A"** (collectively referred to herein as "Plaintiff's Trademarks"). A list of  
22 Plaintiff's registered copyrights is attached and incorporated herein as **Exhibit**  
23 **"B"** (collectively referred to herein as "Plaintiff's Copyrights");

24 b. importing, exporting, downloading, uploading, marketing,  
25 selling, offering for sale, distributing or dealing in any activation codes, keys, or  
26 serial numbers relating to any of Plaintiff's purported Trademarks or Copyrights,  
27 including but not limited to ADOBE® ACROBAT®, CREATIVE SUITE®,  
28 DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,

1 INDESIGN®, and PHOTOSHOP® marks and works, and/or any Intellectual  
2 Property that is confusingly or substantially similar to, or that constitutes a  
3 colorable imitation of, any of Plaintiff’s Trademarks or Copyrights;

4 c. importing, exporting, downloading, uploading, marketing,  
5 selling, offering for sale, distributing or dealing in any product or service that  
6 uses, or otherwise making any use of, any Original Equipment Manufacturer  
7 (“OEM”), educational or academic (“EDU”), government, foreign-made, Volume  
8 Licensing, or Adobe Employee Software Purchasing Program software, activation  
9 keys, code, or serial numbers relating to Plaintiff’s Trademarks or Copyrights,  
10 including but not limited to ADOBE® ACROBAT®, CREATIVE SUITE®,  
11 DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,  
12 INDESIGN®, and PHOTOSHOP® marks and works;

13 d. maintaining active for downloading purposes any servers,  
14 computer terminals and/or portals, or any electronic storage medium containing  
15 any of Plaintiff’s Trademarks and Copyrights, including but not limited to  
16 ADOBE® ACROBAT®, CREATIVE SUITE®, DREAMWEAVER®, FLASH®,  
17 FIREWORKS®, ILLUSTRATOR®, INDESIGN®, and PHOTOSHOP® marks  
18 and works, and/or any Intellectual Property that is confusingly or substantially  
19 similar to, or that constitutes a colorable imitation of, any of Plaintiff’s  
20 Trademarks or Copyrights;

21 e. performing or allowing others employed by or representing  
22 them, or under their control, to perform any act or thing which is likely to injure  
23 Plaintiff, any of Plaintiff’s Trademarks or Copyrights, including but not limited to  
24 ADOBE® ACROBAT®, CREATIVE SUITE®, DREAMWEAVER®, FLASH®,  
25 FIREWORKS®, ILLUSTRATOR®, INDESIGN®, and PHOTOSHOP® marks  
26 and works, and/or Plaintiff’s business reputation or goodwill, including making  
27 disparaging, negative, or critical comments regarding Plaintiff or its products;

28

1 f. engaging in any conduct that falsely represents that, or is likely  
2 to confuse, mislead, or deceive purchasers, customers, or members of the public to  
3 believe that Defendant itself is connected with, is in some way sponsored by or  
4 affiliated with, purchases products from, or otherwise has a business relationship  
5 with Plaintiff;

6 g. hiding, disposing of, destroying, moving, relocating, or  
7 transferring any and all products, advertising, promotional materials, or packaging  
8 bearing and/or comprised of any of Plaintiff's Trademarks or Copyrights,  
9 including but not limited to the ADOBE® ACROBAT®, CREATIVE SUITE®,  
10 DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,  
11 INDESIGN®, and PHOTOSHOP® marks and works, and/or any Intellectual  
12 Property that is confusingly or substantially similar to, or that constitutes a  
13 colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

14 h. hiding, disposing of, destroying, moving, relocating, or  
15 transferring any and all business records, specifically including any accountings,  
16 sales and supply logs, customer journals, ledgers, invoices, and purchase orders,  
17 concerning Defendant's import, export, download, upload, marketing, sale, offer  
18 for sale, distribution or dealing in any product or service that uses, or otherwise  
19 making any use of, any of Plaintiff's Trademarks or Copyrights, including but not  
20 limited to the ADOBE® ACROBAT®, CREATIVE SUITE®,  
21 DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,  
22 INDESIGN®, and PHOTOSHOP® marks and works, and/or any Intellectual  
23 Property that is confusingly or substantially similar to, or that constitutes a  
24 colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

25 i. hiding, disposing of, destroying, moving, relocating, or  
26 transferring any and all computers, tablets, servers, blade, electronic storage  
27 devices, data, meta data, electronic storage media, disks, CDs, DVDs, drives, flash  
28 drives, hard drives, or related computer systems that include, denote, contain,

1 possess, maintain and/or are used to transfer any software, computer source code,  
2 computer information, decrypted code, directories, files, libraries, and any related  
3 data that relate (either directly or indirectly) to Plaintiff's Trademarks or  
4 Copyrights; and

5 j. using any Internet domain name that includes any of Plaintiff's  
6 Trademarks or Copyrights, including but not limited to the ADOBE®  
7 ACROBAT®, CREATIVE SUITE®, DREAMWEAVER®, FLASH®,  
8 FIREWORKS®, ILLUSTRATOR®, INDESIGN®, and PHOTOSHOP® marks  
9 and works.

10 2. This Preliminary Injunction shall cover Defendant's activities  
11 through any and all sales channels, including but not limited to brick-and-mortar  
12 stores, eBay, iOffer, Craigslist, the website located at digisoftstore.com, the  
13 website located at genuine-products.com, and any and all other websites,  
14 platforms or sales channels.

15 3. If Defendant believes any product was specifically authorized for  
16 resale by Plaintiff, Defendant shall first present such evidence to Adobe and/or the  
17 Court. Adobe and/or the Court will determine whether any such products may be  
18 deemed excluded from this Preliminary Injunction.

19 4. Defendant is ordered to deliver to Plaintiff an accounting of all  
20 purported ADOBE® products in their possession or under their control bearing  
21 and/or comprised of any of Plaintiff's Trademarks or Copyrights, including but  
22 not limited to the ADOBE® ACROBAT®, CREATIVE SUITE®,  
23 DREAMWEAVER®, FLASH®, FIREWORKS®, ILLUSTRATOR®,  
24 INDESIGN®, and PHOTOSHOP® marks and works, and/or any Intellectual  
25 Property that is confusingly or substantially similar to, or that constitutes a  
26 colorable imitation of, any of Plaintiff's Trademarks or Copyrights.

27 5. Plaintiff shall not be required to post a bond relating to the entry of  
28 this Stipulated Preliminary Injunction.

