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JS-6

**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.: CV14-05368-PSG (CWx)

**JUDGMENT**

Plaintiff ADOBE SYSTEMS INCORPORATED’s (“Plaintiff” or “Adobe”) Motion for Contempt (“Motion”) came on for hearing Tuesday, May 5, 2015, at 10:00 A.M., before the Honorable Carla Woehrle, with counsel present for Plaintiff and counsel for Defendant appearing telephonically. Pursuant to the Honorable Woehrle’s instructions at hearing and as set forth in her civil minutes (ECF Dkt. #45), the parties have met and conferred regarding the form of this proposed judgment. The Court has read and considered all papers and evidence filed in connection with Plaintiff’s Motion against Defendant DIGISOFT, LLC (“Defendant”), and considered oral arguments at hearing, pursuant to *Federal Rules of Civil Procedure* (“F.R.Civ.P.”) Rule 37(b)(2)(A).

1 IT IS HEREBY ORDERED that judgment be entered against Defendant  
2 DIGISOFT, LLC, pursuant to F.R.Civ.P. Rule 37(b)(2).

3 IT IS HEREBY ORDERED that pursuant to 15 United States Code  
4 (“U.S.C.”) § 1117(a) for trademark infringement and 17 U.S.C. § 504(a) for  
5 copyright infringement, Plaintiff may be granted damages based upon Defendant’s  
6 revenue. According to these provisions, Plaintiff is required to prove Defendant’s  
7 gross revenue, and it is the burden of Defendant to prove all elements of cost or  
8 expenses. Plaintiff has submitted, by way of declaration and supporting exhibits,  
9 its proof of Defendant’s revenue, of which equates to \$20,248,033.43. Plaintiff  
10 has also submitted proof of Defendant’s cost of goods of Adobe®-related  
11 products sold to Defendant equating to \$1,357,800.00. Accordingly, this Court  
12 hereby awards Plaintiff on its claims for relief against Defendant for intentional  
13 trademark and copyright infringement in the sum of \$18,890,233.43 for the  
14 violation of nineteen (19) trademarks and nine (9) copyrights. Additionally,  
15 Plaintiff shall be eligible for all interests accrued from the date of entry of  
16 judgment in its efforts to satisfy judgment awarded by this Court.

17 IT IS HEREBY ALSO ORDERED that pursuant to 15 U.S.C. § 1117(a) for  
18 trademark infringement and 17 U.S.C. § 505 copyright infringement, Plaintiff may  
19 be awarded recovery of total costs and reasonable attorney’s fees. By way of  
20 declaration, Plaintiff has incurred \$1,791.98 in costs and \$52,275.00 in attorneys’  
21 fees in connection with this action. Accordingly, this Court hereby awards such  
22 amounts to Plaintiff.

23 IT IS FURTHER HEREBY ORDERED that Defendant and any person or  
24 entity acting in concert with, or at Defendant’s direction, are hereby restrained and  
25 permanent enjoined pursuant to 15 U.S.C. § 1116, from engaging in, directly or  
26 indirectly, or authorizing or assisting any third-party to engage in, any of the  
27 following activities in the United States of America and throughout the world:

- 28 1. purchasing, procuring, obtaining, copying, manufacturing, importing,

1 exporting, marketing, offering for sale, selling, distributing or dealing in any  
2 product or service that uses, or otherwise makes any use of, any of Plaintiff's  
3 registered trademarks, including but not limited to, ADOBE®, CREATIVE  
4 SUITE®, DREAMWEAVER®, ENCORE®, FIREWORKS®, FLASH®,  
5 FLASH BUILDER®, FIREWORKS®, ILLUSTRATOR®, INDESIGN®,  
6 SPEDGRADE®, and PHOTOSHOP®, or comprised of any of Plaintiff's  
7 copyrighted works, including but not limited to ADOBE ACROBAT X  
8 PROFESSIONAL©, ADOBE ACROBAT X STANDARD©, ADOBE  
9 ACROBAT XI PROFESSIONAL©, and ADOBE CREATIVE SUITE 6 DESIGN  
10 AND WEB PREMIUM© software, comprising of software including but not  
11 limited to ADOBE AUDITION CS6©, PHOTOSHOP©, ILLUSTRATOR CS6©,  
12 INDESIGN CS6©, PREMIER PRO CS6© ("Plaintiff's Trademarks and  
13 Copyrights"), and/or any intellectual property that is confusingly or substantially  
14 similar to, or that constitutes a colorable imitation of, any of Plaintiff's  
15 Trademarks and Copyrights, whether such use is as, on, in or in connection with  
16 any trademark, service mark, trade name, logo, design, Internet use, website,  
17 domain name, metatags, advertising, promotions, solicitations, commercial  
18 exploitation, television, web-based or any other program, or any product or  
19 service, or otherwise;

20 2. copying or downloading, other than for personal use of validly  
21 licensed and registered ADOBE®-branded software, any software containing  
22 Plaintiff's Trademarks and Copyrights, and/or any intellectual property that is  
23 confusingly or substantially similar to, or that constitutes a colorable imitation of,  
24 any of Plaintiff's Trademarks and Copyrights;

25 3. using, in any unauthorized manner whatsoever, any of Plaintiff's  
26 Trademarks and Copyrights, trade name and/or trade dress including, but not  
27 limited to, Plaintiff's Trademarks and Copyrights at issue in this action, any  
28 variants, colorable imitations, translations and/or simulations thereof and/or any

1 items that are confusingly similar thereto, including specifically:

2 i. on or in conjunction with any product or service; and

3 ii. on or in conjunction with any advertising, promotional  
4 materials, labels, packaging, or containers;

5 4. using of any trademark, copyright, trade name, or trade dress that  
6 falsely represents, or is likely to confuse, mislead or deceive purchasers,  
7 customers, or members of the public to believe that unauthorized product  
8 imported, exported, manufactured, reproduced, distributed, assembled, acquired,  
9 purchased, offered, sold, transferred, brokered, consigned, distributed, stored,  
10 shipped, marketed, advertised and/or promoted by Defendant originates from  
11 Plaintiff, or that said merchandise has been sponsored, approved, licensed by, or  
12 associated with Plaintiff or is, in some way, connected or affiliated with Plaintiff;

13 5. engaging in any conduct that falsely represents or is likely to confuse,  
14 mislead, or deceive purchasers, customers, or members of the public to believe  
15 that Defendant is connected with, or is in some way sponsored by or affiliated  
16 with Plaintiff, or purchases product from or otherwise has a business relationship  
17 with Plaintiff;

18 6. affixing, applying, annexing, or using in connection with the  
19 manufacture, distribution, advertising, sale, and/or offering for sale or other use of  
20 any goods, a false description or representation, including words or symbols,  
21 tending to falsely describe or represent such goods as being those of Plaintiff;

22 7. hiding, disposing of, destroying, moving, relocating or transferring  
23 any and all products, advertising materials, promotional materials, labels,  
24 packaging or containers bearing any of Plaintiff's Trademarks and Copyrights that  
25 are within Defendant's possession, custody, or control;

26 8. disposing of, destroying, moving, relocating or transferring any  
27 documents or things, including electronic records, pertaining to the purchase,  
28 procurement, development, making, manufacture, use, display, advertisement,

1 marketing, licensing, sale, offer for sale, distribution, shipping, or delivery of any  
2 products or services bearing or comprised of any of Plaintiff's Trademarks and  
3 Copyrights or which otherwise refer or relate to Plaintiff or any of Plaintiff's  
4 Trademarks and Copyrights; and/or

5 9. if any products, advertising materials, promotional materials, labels,  
6 packaging or containers, any documents or things, including electronic records,  
7 pertaining to the purchase, procurement, development, making, manufacture, use,  
8 display, advertisement, marketing, licensing, sale, offer for sale, distribution,  
9 shipping, or delivery of any products or services bearing or comprised of any of  
10 Plaintiff's Trademarks and Copyrights or which otherwise refer or relate to  
11 Plaintiff or any of Plaintiff's Trademarks and Copyrights are not within  
12 Defendant's possession, custody or control, and are within the custody of any law  
13 enforcement or governmental agency, such items, upon release by law  
14 enforcement or governmental agency shall be subject to this judgment.

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16 IT IS SO ORDERED, ADJUDICATED and DECREED this 30<sup>th</sup> day of  
17 October, 2015.

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21 HON. PHILIP S. GUTIERREZ  
22 United States District Judge  
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