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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICROSOFT CORPORATION,  
  
Plaintiff,

vs.

CUSTOMER FOCUS SERVICES, LLC,  
a California limited liability company,  
d/b/a OMNITECH SUPPORT, FIXNOW  
TECH, and TECHSUPPORT PRO;  
MARC HABERMAN, an individual;  
RACHEL EILAT HABERMAN, an  
individual; C-CUBED SOLUTIONS  
PRIVATE LIMITED, a private business  
company formed under the laws of India;  
ANYTIME TECHIES, LLC, a Florida  
limited liability company, d/b/a V TECH  
SUPPORTS, MY TECH SUPPORTS and  
WINDOWS SET GET SOLUTION, and  
DOES 1-10, inclusive,  
  
Defendants.

} Case No. **CV 14-09667 PA (AGRx)**

} **CONSENT TO STIPULATED  
PERMANENT INJUNCTION AS  
TO ANYTIME TECHIES, LLC**

} [Assigned to the Hon. Percy Anderson]

1 WHEREAS, Plaintiff Microsoft Corporation (“Microsoft”) and Defendant  
2 Anytime Techies, LLC (“Anytime Techies”) have agreed to settle the matters in issue  
3 between them and have further stipulated to entry of this Consent Judgment and  
4 Permanent Injunction, it is hereby **ORDERED, ADJUDGED AND DECREED AS**  
5 **FOLLOWS:**

6 1. On March 24, 2015, Microsoft filed its First Amended Complaint. Microsoft  
7 alleged that Anytime Techies engaged in sales and advertising practices that violated  
8 the Lanham Act, California’s Unfair Competition Law, California’s False  
9 Advertising Law, and California state common law.

10 2. Specifically, Microsoft alleged that Anytime Techies: (1) misrepresented to  
11 Microsoft customers that their software was infected with viruses in order to sell  
12 technical support services; (2) misrepresented to Microsoft customers that their  
13 software would malfunction if they did not purchase technical support service; (3)  
14 used Microsoft trademarks in its advertising in a manner that confused consumers as  
15 to the origin and/or association of Anytime Techies’ services; and (4) used Microsoft  
16 logos on Anytime Techies web sites without a license for those logos.

17 3. Anytime Techies acknowledges that the registered trademarks of Microsoft  
18 that are part of the subject matter of this litigation are each famous and valid.

19 4. Anytime Techies, along with each of its directors, principals, officers,  
20 employees, representatives, successors, agents and assigns, and all those persons or  
21 entities acting in concert or participation with it, shall be and hereby are

22 **PERMANENTLY ENJOINED** and restrained from:

- 23 a. Engaging in any sales practice in which Anytime Techies informs a  
24 Microsoft customer that their computer contains a virus or malware  
25 without first confirming the presence of such virus or malware through  
26 recognized industry standard technical means.
- 27 b. Engaging in any practice in which Anytime Techies represents to a  
28 Microsoft customer that the customer’s computer will have technical


1 issues, including but not limited to, freeze, be subjected to infection by  
2 malware of any kind, crash or lose data without a good faith basis to  
3 support that representation.

- 4 c. Calling Microsoft customers without obtaining their prior consent.
- 5 d. Representing or claiming any endorsement by, or affiliation with,  
6 Microsoft or its software, including Windows or Office, in their sales  
7 practices, such as claiming that they are from “Windows technical  
8 support,” that could cause a reasonable person to be confused about the  
9 fact that they are an independent, unaffiliated third-party.
- 10 e. Displaying any Microsoft trademark on a web site registered, owned,  
11 controlled or operated by Anytime Techies, unless Anytime Techies has  
12 an express license from Microsoft to use such trademark in such  
13 manner.
- 14 f. Using “Microsoft” or any Microsoft trademark in the heading, body, or  
15 domain name in any advertisement, unless Anytime Techies has an  
16 express license from Microsoft to use such trademark in such manner.
- 17 g. Advertising technical support for Microsoft products without identifying  
18 Anytime Techies as an independent provider of technical support.
- 19 h. Owning, operating, or registering any domain name containing a  
20 registered Microsoft trademark.
- 21 i. Using under any circumstance any false designation of origin, false or  
22 misleading description of fact, or false or misleading representation of  
23 fact that is likely to cause confusion, or to cause mistake, or to deceive  
24 Microsoft customers as to the affiliation, connection, relationship or  
25 association of Anytime Techies with Microsoft, or as to the origin,  
26 certification, sponsorship, endorsement or approval of any Anytime  
27 Techies’ services by Microsoft.
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- 1 j. Using under any circumstance, including but not limited to in  
2 commercial advertising or promotion, any false or misleading  
3 description or representation of fact that misrepresents the nature,  
4 characteristics, qualities or geographic origin of Microsoft's goods,  
5 services, or commercial activities.
- 6 k. Using any Microsoft trademark in commerce in a manner that might  
7 suggest co-branding, create potential confusion as to the ownership of  
8 such trademark or in a manner likely to cause dilution by blurring or  
9 dilution by tarnishment, regardless of the presence or absence of actual  
10 or likely confusion.
- 11 5. As the Court has personal jurisdiction over Anytime Techies, this Permanent  
12 Injunction enjoins the conduct of Anytime Techies wherever they may be  
13 found.
- 14 6. This Permanent Injunction shall bind Anytime Techies. Anytime Techies shall  
15 provide a copy of this Permanent Injunction to its officers, agents, employees,  
16 principals, shareholders, and members.
- 17 7. Violation of this Permanent Injunction shall expose Anytime Techies and all  
18 other persons bound by this Permanent Injunction to all applicable penalties,  
19 including contempt of Court.
- 20 8. All other claims, defenses or counterclaims, either actually asserted in this  
21 action or which could have been asserted in this action, by either party against  
22 the other, are hereby dismissed with prejudice.
- 23 9. Microsoft and Anytime Techies shall bear their own attorneys' fees and costs.

24 IT IS SO ORDERED

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26  
27 November 11, 2015

  
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Percy Anderson  
Judge of the United States District Court