

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

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICROSOFT CORPORATION,
Plaintiff,

v.

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. 14-CV-09667-PA (AGR)
[Assigned to the Hon. Percy Anderson]

PERMANENT INJUNCTION AS TO CUSTOMER FOCUS SERVICES, LLC d/b/a OMNITECH SUPPORT, FIXNOW TECH AND TECHSUPPORT PRO; MARC HABERMAN; RACHEL EILAT HABERMAN; AND C-CUBED SOLUTIONS PRIVATE LIMITED

WHEREAS, Plaintiff Microsoft Corporation (“Microsoft”) and Defendants Customer Focus Services, LLC d/b/a Omnitech Support, Fixnow Tech and Techsupport Pro, Marc Haberman, Rachel Eliat Haberman, and C-Cubed Solutions Private Limited (“Defendants”) have agreed in a separate confidential agreement to

PERMANENT INJUNCTION

1 settle this Action and to the entry of this Permanent Injunction, it is hereby

2 **ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:**

3 Microsoft is the owner of, among others, the following trademarks identified
4 by United States Patent and Trademark Office Registration Numbers: 1,200,236,
5 1,673,353; 1,684,033; 2,285,870; 2,163,597; 1,689,468; 1,966,382; 2,637,360;
6 2,198,155; 2,843,964; 2,198,153; 2,198,156; 2,198,154; 2,337,072; 2,250,973;
7 2,872,708; 1,872,264; 1,989,386; 2,559,402; 2,212,784; 2,463,510; 2,463,526;
8 2,463,509; 2,565,965; 4,407,849; 3,625,391; 2,738,877; 2,730,599; 2,778,616;
9 2,744,84; 2,698,734; 2,778,617; 4,400,958; 4,448,380; 3,160,976; 2,188,125;
10 4,255,129; 4,423,056; 3,905,560; 4,355,446; 3,263,303; 2,640,357; and 2,640,353
11 (the “Microsoft Marks”).

12 Defendants deny the allegations of the Complaint and admit no wrongdoing
13 whatsoever. Without any admission of liability and in settlement of this litigation,
14 Defendants, along with each of their directors, principals, officers, representatives,
15 successors, agents, assigns, and each of them, and all those persons or entities
16 acting in concert or participation with them now or in the future, shall be and
17 hereby are **PERMANENTLY ENJOINED** and restrained from:

- 18 a. Using the Microsoft Marks in connection with Defendants’ goods,
19 marketing, advertising, or promotional materials, or otherwise in
20 connection with Defendants’ business;
- 21 b. Using confusingly similar variations of the Microsoft Marks causing
22 likelihood of confusion, deception, and/or mistake as to the source,
23 nature, and/or quality of Defendants’ goods or services;
- 24 c. Otherwise infringing the Microsoft Marks;
- 25 d. Falsely designating the origin of Defendants’ goods; and/or
- 26 e. Causing likelihood of confusion, deception, and/or mistake as to the
27 source, nature, and/or quality of Defendants’ goods or services.

28 2. Nothing herein shall preclude Defendants from truthfully advertising

1 or representing that they provide technical support services for Microsoft products.

2 3. As the Court has personal jurisdiction over Defendants, this Permanent
3 Injunction enjoins the conduct of Defendants wherever they may be found.

4 4. This Permanent Injunction shall bind Defendants. Defendants shall
5 provide a copy of this Permanent Injunction to their officers, agents, employees,
6 principals, shareholders, and members.

7 **PURSUANT TO STIPULATION AND WITHOUT ANY FINDING OF**
8 **LIABILITY, IT IS SO ORDERED.**

9

10 Dated: _____

11

Judge of United States District Court

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICROSOFT CORPORATION,

Plaintiff,

v.

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. 14-CV-09667-PA (AGR)

[Assigned to the Hon. Percy Anderson]

PERMANENT INJUNCTION AS TO CUSTOMER FOCUS SERVICES, LLC d/b/a OMNITECH SUPPORT, FIXNOW TECH AND TECHSUPPORT PRO; MARC HABERMAN; RACHEL EILAT HABERMAN; AND C-CUBED SOLUTIONS PRIVATE LIMITED

WHEREAS, Plaintiff Microsoft Corporation (“Microsoft”) and Defendants Customer Focus Services, LLC d/b/a Omnitech Support, Fixnow Tech and Techsupport Pro, Marc Haberman, Rachel Eliat Haberman, and C-Cubed Solutions Private Limited (“Defendants”) have agreed in a separate confidential agreement to

1 settle this Action and to the entry of this Permanent Injunction, it is hereby

2 **ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:**

3 Microsoft is the owner of, among others, the following trademarks identified
4 by United States Patent and Trademark Office Registration Numbers: 1,200,236,
5 1,673,353; 1,684,033; 2,285,870; 2,163,597; 1,689,468; 1,966,382; 2,637,360;
6 2,198,155; 2,843,964; 2,198,153; 2,198,156; 2,198,154; 2,337,072; 2,250,973;
7 2,872,708; 1,872,264; 1,989,386; 2,559,402; 2,212,784; 2,463,510; 2,463,526;
8 2,463,509; 2,565,965; 4,407,849; 3,625,391; 2,738,877; 2,730,599; 2,778,616;
9 2,744,84; 2,698,734; 2,778,617; 4,400,958; 4,448,380; 3,160,976; 2,188,125;
10 4,255,129; 4,423,056; 3,905,560; 4,355,446; 3,263,303; 2,640,357; and 2,640,353
11 (the “Microsoft Marks”).

12 Defendants deny the allegations of the Complaint and admit no wrongdoing
13 whatsoever. Without any admission of liability and in settlement of this litigation,
14 Defendants, along with each of their directors, principals, officers, representatives,
15 successors, agents, assigns, and each of them, and all those persons or entities
16 acting in concert or participation with them now or in the future, shall be and
17 hereby are **PERMANENTLY ENJOINED** and restrained from:

- 18 a. Using the Microsoft Marks in connection with Defendants’ goods,
19 marketing, advertising, or promotional materials, or otherwise in
20 connection with Defendants’ business;
- 21 b. Using confusingly similar variations of the Microsoft Marks causing
22 likelihood of confusion, deception, and/or mistake as to the source,
23 nature, and/or quality of Defendants’ goods or services;
- 24 c. Otherwise infringing the Microsoft Marks;
- 25 d. Falsely designating the origin of Defendants’ goods; and/or
- 26 e. Causing likelihood of confusion, deception, and/or mistake as to the
27 source, nature, and/or quality of Defendants’ goods or services.

28 2. Nothing herein shall preclude Defendants from truthfully advertising


1 or representing that they provide technical support services for Microsoft products.

2 3. As the Court has personal jurisdiction over Defendants, this Permanent
3 Injunction enjoins the conduct of Defendants wherever they may be found.

4 4. This Permanent Injunction shall bind Defendants. Defendants shall
5 provide a copy of this Permanent Injunction to their officers, agents, employees,
6 principals, shareholders, and members.

7 **PURSUANT TO STIPULATION AND WITHOUT ANY FINDING OF**
8 **LIABILITY, IT IS SO ORDERED.**

9
10 Dated: December 3, 2015

11 
12 _____
13 Judge of United States District Court
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28