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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

BUY MORE, INC., a California  
corporation; AVERAPC, a business of  
unknown classification; MOJDEH  
ALAM, an individual, a/k/a MOJI  
ALAM and d/b/a AVERAPC;  
LAPTOP OUTLET CENTER INC., a  
California corporation; SIDE MICRO,  
INC., a business of unknown  
classification; MARYAM SAJJAD, an  
individual, d/b/a SIDE MICRO, INC.;  
MISSION SOFTWARES, a business of  
unknown classification a/k/a MISSION  
SOFTS; MOHSEN RAVANBAKHSH,  
an individual a/k/a MOHSEN RAVAN  
and d/b/a MISSION SOFTWARES  
a/k/a MISSION SOFTS; CALISTECH,  
a California corporation; VEHID  
ABDULLAHI, an individual a/k/a  
VICTOR ALLENI; SHAHRAM  
SHIRAZI, an individual, a/k/a

Case No. 14-cv-9697 R (PLAx)

UNCONTROVERTED FINDINGS OF  
FACTS AND CONCLUSIONS OF  
LAW AND ORDER GRANTING  
PLAINTIFF MICROSOFT  
CORPORATION'S MOTION FOR  
SUMMARY JUDGMENT AGAINST  
DEFENDANTS BUY MORE, INC.;  
MOJDEH ALAM A/K/A MOJI ALAM;  
LAPTOP OUTLET CENTER INC.,  
MARYAM SAJJAD; VEHID  
ABDULLAHI A/K/A VICTOR  
ALLENI AND ABDULLAHI VEHID;  
AND SHAHRAM SHIRAZI A/K/A  
SHAWN SHIRAZ

1 SHAWN SHIRAZ; and DOES 1  
2 through 10,  
3 Defendants.

4 Plaintiff Microsoft Corporation's Motion for Summary Judgment came on  
5 for hearing on September 8, 2015, before the Honorable Manuel L. Real, presiding  
6 in Department 8 of the United States District Court for the Central District of  
7 California. All appearances are as reflected in the record.

8 The Court, having considered all papers filed in support of and in opposition  
9 to the Motion, all admissible evidence filed in support of and in opposition to the  
10 Motion, and the argument of counsel, IT IS HEREBY ORDERED that the Motion  
11 is Granted and that Judgment be entered against Defendants Buy More, Inc.,  
12 Mojdeh Alam a/k/a Moji Alam, Laptop Outlet Center, Inc., Maryam Sajjad, Vehid  
13 Abdullahi a/k/a Victor Alleni a/k/a Abdullahi Vehid, and Shahram Shirazi a/k/a  
14 Shawn Shiraz's (collectively, "Defendants") as set forth below.

15 The Court's ruling granting Plaintiff's Motion for Summary Judgment is  
16 based on the uncontroverted findings of facts and conclusions of law set forth  
17 below, and as stated on the record at the September 8, 2015 hearing on the Motion  
18 for Summary Judgment.

19 **UNCONTROVERTED FINDINGS OF FACT**

- 20 1. Plaintiff develops, advertises, distributes and licenses computer  
21 software programs.
- 22 2. Microsoft software is distributed in all fifty states of the United States  
23 of America and throughout the world.
- 24 3. Microsoft Certificates of Authenticity and Certificate of Authenticity  
25 labels are currency-like documents or labels that Plaintiff includes in or with its  
26 software packages to assure end users that they have purchased genuine Microsoft  
27 software.
- 28

1           4.     A Microsoft product key is a 25-character alphanumeric code arranged  
2 in five groups of five characters each that must be entered at the time certain  
3 Microsoft software is installed on a computer (“Product Key”). Product Keys are  
4 generated by Plaintiff and a Product Key is needed to activate or unlock the  
5 associated software program to enable its use. Because Plaintiff’s copyrighted  
6 software is capable of being installed on a potentially unlimited number of  
7 computers, Plaintiff relies on the Product Keys, and in some cases activation  
8 features within its software, to restrict installation and identify abuse of its software.

9           5.     Plaintiff’s copyrights in and to its Windows 7, Office 2007, Office  
10 Excel 2007, Office Outlook 2007, and Microsoft Office Word 2007 software  
11 programs were registered with the United States Copyright Office in compliance  
12 with the Copyright Revision Act of 1976 (17 U.S.C. § 101 et seq.) and Copyright  
13 Office regulations. The copyrights are assigned the following Registration  
14 Numbers:

- 15           a.     TX 7-009-361 (“Windows 7”);
- 16           b.     TX 6-504-552 (“Microsoft Office 2007”);
- 17           c.     TX 6-524-399 (“Microsoft Office Excel 2007”);
- 18           d.     TX 6-860-358 (“Microsoft Office Outlook 2007”); and
- 19           e.     TX 6-524-398 (“Microsoft Office Word 2007”).

20           6.     Plaintiff has been and is the sole owner of all right, title and interest in,  
21 and to, the copyright and Certificates of Registration noted above.

22           7.     Plaintiff is the owner of valid, federally-registered trademarks and/or  
23 service marks in and to the following:

- 24           a.     “MICROSOFT,” Trademark and Service Mark Registration No.  
25 1,200,236;
- 26           b.     WINDOWS, Trademark Registration No. 1,872,264;
- 27           c.     COLORED FLAG DESIGN, Trademark Registration No.  
28 2,744,843;

1 d. COLORED FLAG START BUTTON, Trademark Registration  
2 No. 3,361,017;

3 e. "MICROSOFT OFFICE," Trademark Registration No.  
4 3,625,391;

5 f. COLOR FOUR SQUARE LOGO, Trademark Registration No.  
6 2,999,281;

7 g. OFFICE 2010 DESIGN, Trademark Registration No. 4,029,299;

8 h. "OUTLOOK," Trademark Registration No. 2,188,125; and

9 i. "EXCEL," Trademark Registration No. 2,942,050.

10 8. Plaintiff has been and is the sole owner of all right, title and interest in,  
11 and to, the trademarks, service marks, and registrations noted above.

12 9. Plaintiff's Registered Refurbisher Program ("RRP") is a global  
13 program for refurbishers of computer systems who want to provide consumers with  
14 professionally refurbished computer systems installed with genuine and properly  
15 licensed copies of Microsoft software.

16 10. After entering into an RRP Agreement, which restricts the use and  
17 distribution of Microsoft software components obtained through the RRP, members  
18 of the RRP, also referred to as Registered Refurbishers ("RRs"), have access to  
19 discounted licenses for certain types of Microsoft software which allow the RRs to  
20 install and distribute RRP software and components on qualifying refurbished  
21 computer systems.

22 11. Defendants are interconnected through various relationships, both  
23 business and personal, and have been documented as dealing in counterfeit and  
24 illicit Microsoft software and components.

25 12. Defendants operated a number of websites and entities that sold  
26 counterfeit and illicit Microsoft software components to the public, including  
27 Mission Softs ([www.missionsofts.com](http://www.missionsofts.com)), Side Micro ([www.sidemicro.com](http://www.sidemicro.com)), Laptop  
28 Outlet and Capital PC ([www.capitalpc.net](http://www.capitalpc.net)).

1           13. Defendants purchased counterfeit Microsoft software discs from  
2 unauthorized sources. Defendants then paired the counterfeit Microsoft software  
3 discs with illicit and adulterated Microsoft RRP Certificate of Authenticity labels  
4 (“COAs” or “COA labels”) and sold the counterfeit Microsoft software discs with  
5 the illicit COAs to unsuspecting customers.

6           14. The illicit and adulterated COA labels had identifying information  
7 removed, such as serial numbers and text stating that the COAs should be  
8 distributed with refurbished computer systems. Product Keys which were obtained  
9 by Defendants through the RRP website using their RRP accounts had been  
10 improperly added to the COA labels. A genuine RRP COA label does not have a  
11 Product Key printed on the label.

12           15. Defendants also pair counterfeit Microsoft software discs with  
13 counterfeit COA labels, which had incorrect artwork and missing security features.

14           16. Plaintiff does not authorize the distribution of COA labels without the  
15 software programs the labels were intended to authenticate. RRP COA labels  
16 should only be distributed affixed to a refurbished computer system loaded with a  
17 licensed copy of the corresponding RRP software. Defendants instead paired  
18 adulterated RRP COAs or counterfeit COA labels with counterfeit Microsoft  
19 software discs or with software the COAs were not intended to authenticate.  
20 Defendants then tried to pass the software components off as genuine Microsoft  
21 software to their customers.

22           17. Defendant Buy More, Inc. (“Buy More”) is a California corporation  
23 distributing purported Microsoft software and related components such as COAs  
24 and Product Keys.

25           18. Defendant Vehid Abdullahi is also known as Victor Alleni and  
26 Abdullahi Vehid (“Abdullahi”). According to Abdullahi’s PayPal account records,  
27 he uses multiple names and social security numbers.

28           19. Abdullahi owns, operates, and/or otherwise controls Buy More.

1           20. Buy More and Abdullahi own and operate a number of websites,  
2 including [www.sidemicro.com](http://www.sidemicro.com) and [www.capitalpc.net](http://www.capitalpc.net), through which Defendants  
3 sold counterfeit and illicit Microsoft software components.

4           21. Abdullahi also does business as AveraPC.

5           22. Buy More joined the RRP in October 2010 and its RRP agreements  
6 were executed by “Victor Alleni.”

7           23. Defendant Laptop Outlet Center, Inc. (“Laptop Outlet”) is a California  
8 corporation.

9           24. Abdullahi also owns, operates, and/or otherwise controls Laptop  
10 Outlet.

11           25. Defendant Shahram Shirazi also known as Shawn Shiraz (“Shirazi”) is  
12 an officer of Laptop Outlet. Laptop Outlet joined the RRP in January 2013 and its  
13 RRP Agreements were entered into by Shirazi.

14           26. Alam owns and does business as many companies, including, but not  
15 limited to AveraPC, Capital PC ([www.capitalpc.net](http://www.capitalpc.net)), Mission Softs  
16 ([www.missionsofts.com](http://www.missionsofts.com)) and Side Micro ([www.sidemicro.com](http://www.sidemicro.com)) (collectively  
17 “Alam”).

18           27. AveraPC joined the RRP in October 2011 and AveraPC’s RRP  
19 agreements were entered into by “Moji Alam.”

20           28. Alam owns or rents the mail boxes that Mission Softs and Side Micro  
21 use to send and receive mail.

22           29. Defendant Maryam Sajjad (“Sajjad”) also does business as Side Micro.  
23 Side Micro joined the RRP in March 2014. As noted above, the Side Micro  
24 website is owned and paid for by Buy More/Abdullahi and the mail box for Side  
25 Micro is rented by Alam. The RRP Agreement was executed by Maryam Sajjad  
26 and she was identified by Side Micro as the owner of Side Micro and the  
27 administrative contact.

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1           30. Defendants regularly made purchases on behalf of each other through  
2 the RRP. For example, RRP Product Keys obtained by one Defendant through the  
3 RRP website were wrongfully added to illicit and adulterated RRP COAs  
4 distributed by other Defendants.

5           31. As an example of the coordination of Defendants' operation, on or  
6 about January 29, 2013, a customer of Defendants purchased one purported unit of  
7 Windows 7 Professional software for \$69.00 through the Mission Softs website.  
8 The customer received a counterfeit Windows 7 reinstallation software disc and an  
9 RRP COA that was adulterated to remove text showing that the RRP COA was  
10 intended to be distributed with a refurbished computer ("For use on a refurbished  
11 PC" was removed from the COA). Also removed was text that would identify the  
12 purchaser of the associated RRP license. Added to the RRP COA was an RRP  
13 Product Key obtained through the RRP website by Buy More/Abdullahi on  
14 February 5, 2013. Buy More/Abdullahi did not pay for the associated license and  
15 reported to Plaintiff that the software would be installed on a refurbished computer  
16 being distributed to "Moe Raven." The money from the sale of the counterfeit  
17 software and illicit COA went directly into Alam's PayPal account.

18           32. Plaintiff's expert Sue Ventura analyzed software and components  
19 Defendants distributed to their customers (including Plaintiff's investigators) and  
20 determined the following:

- 21           a. Defendants distributed counterfeit Microsoft Windows 7 discs  
22           paired with illicit and adulterated COAs to fifteen customers.
- 23           b. Defendants distributed thirty-five (35) adulterated Microsoft  
24           Windows 7 discs paired with illicit and adulterated and illicit  
25           COAs to a single customer.
- 26           c. Defendants distributed one (1) tampered with Microsoft  
27           Windows 7 disc paired with five (5) illicit and adulterated  
28           Windows 7 COAs to an investigator.

- 1 d. Defendants distributed a total of five (5) counterfeit Windows 7  
2 discs paired with five (5) counterfeit Windows 7 COAs to four  
3 different customers.
- 4 e. Defendants distributed four (4) counterfeit Microsoft Office  
5 Basic 2007 OEM Pre-Installation discs and one (1) adulterated  
6 Windows 7 COA to an investigator.
- 7 f. Defendants distributed one (1) adulterated and tampered with  
8 Windows 7 disc and two (2) illicit and adulterated COA labels  
9 to an investigator.
- 10 g. Defendants distributed one (1) illicit and adulterated Windows 7  
11 disc and one (1) counterfeit COA to a customer.
- 12 h. Defendants distributed one (1) adulterated and illicit COA to a  
13 customer.

14 33. Defendants were on notice of their infringement. Abdullahi and Buy  
15 More received written notice and a follow up call from Plaintiff; Laptop Outlet,  
16 Abdullahi and Shirazi received written notice and a follow-up call from Plaintiff;  
17 and Alam and Sajjad received multiple notices from Plaintiff.

18 34. All of the Defendants were informed that they either may have or were  
19 distributing counterfeit, infringing and illicit Microsoft software. Plaintiff's  
20 representatives spoke with Defendants, or those acting in concert with them, on at  
21 least two occasions and provided Defendants with information on authorized  
22 distributors of Microsoft software, who are assured sources of genuine Microsoft  
23 software. Defendants also received notice that it is against the law to distribute  
24 COAs without the intended software.

25 35. Defendants continued to distribute counterfeit and infringing Microsoft  
26 software and components after receipt of Plaintiff's letters and follow up calls.

27 36. Moreover, Defendants' participation in the RRP put them on notice of  
28 the proper manner in which to distribute RRP components, including the restriction



1 that RRP components cannot be sold without the associated licensed RRP software  
2 installed onto refurbished computer systems.

3 37. Defendants did not produce any sales records. In response to  
4 Plaintiff's Requests for Production, Defendants stated they had no documents  
5 relating to their distribution of any Microsoft items.

6 38. Defendants either did not maintain records or failed to disclose them to  
7 hide the extent of their infringement.

8 39. Plaintiff maintains a list of authorized distributors on its website and  
9 through a variety of methods. Plaintiff directs system builders and resellers to these  
10 authorized distributors as assured sources of genuine Microsoft software.

11 40. Defendants' own records show they bought over 5,000 Microsoft  
12 software reinstallation discs from a distributor not on the list of authorized  
13 Microsoft distributors. Defendants also purchased purported Microsoft items from  
14 entities located in China who were not on the list of authorized Microsoft  
15 distributors.

16 41. Plaintiff's RRP records for Defendants show over 80,000 RRP Product  
17 Keys obtained by Defendants.

18 42. Defendants operated a large scale counterfeiting operation. The  
19 distributions to investigators and the customers who sent counterfeit and illicit  
20 software components to Microsoft for analysis were indicative of Defendants'  
21 regular business practices.

22 43. Documents subpoenaed from PayPal show that the payments from  
23 customers and investigators who obtained counterfeit and illicit components from  
24 Mission Softs and Capital PC went directly into Alam's account.

25 44. In total, over \$4,000,000 in payments were deposited into Alam's  
26 PayPal account alone from sales through [www.missionsofts.com](http://www.missionsofts.com) and  
27 [www.captialpc.net](http://www.captialpc.net) in 2013 and 2014.  
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1 element of its claim. S. Cal. Gas Co. v. City of Santa Ana, 336 F.3d 885, 888 (9th  
2 Cir. 2003). Where the record taken as a whole could not lead a rational trier of fact  
3 to find for the nonmoving party, there is no genuine issue for trial. Matsushita  
4 Elec., 475 U.S. at 587.

5 2. To establish copyright infringement, a plaintiff must prove (a) that it  
6 owns valid copyrights in the works at issue; and (b) that the defendant encroached  
7 upon the plaintiff's exclusive rights as a copyright holder. See 17 U.S.C. § 501;  
8 Feist Publ'ns, Inc. v. Rural Tel. Serv. Co., Inc., 499 U.S. 340, 361 (1991); Range  
9 Road Music, Inc. v. E. Coast Foods, Inc., 668 F.3d 1148, 1153 (9th Cir. 2012). A  
10 defendant's knowledge or intent is irrelevant to their liability for copyright  
11 infringement. See 17 U.S.C. § 501(a). A copyright registration certificate is prima  
12 facie evidence of ownership of a valid copyright. 17 U.S.C. § 410(c).

13 3. The Anti-Counterfeiting Amendments Act of 2004 prohibits the sale of  
14 illicit or counterfeit labels, documentations, or packaging. 18 U.S.C. § 2318.  
15 Under the Act, it is illegal to knowingly traffic in a counterfeit label or illicit label  
16 affixed to, enclosing, or accompanying, or designed to be affixed to, enclose, or  
17 accompany a copy of a computer program. 18 U.S.C. § 2318(a)(1)(A). To  
18 establish a claim for violation of the Act, a plaintiff need show (1) ownership of  
19 valid copyrights in the works at issue; (2) the COAs at issue are illicit or  
20 counterfeit; (3) the defendant was aware of the facts that constitute the offense; and  
21 (4) the defendant trafficked in the COAs at issue. 18 U.S.C. § 2318; Microsoft  
22 Corp. v. AGA Solutions, Inc., 2009 WL 1033784, at \*3 (E.D.N.Y. April 17, 2009);  
23 Microsoft Corp. v. Image & Bus. Solutions, 2007 WL 2874430, at \*8 (C.D. Cal.  
24 May 4, 2007). An illicit label is “a genuine certificate, licensing document,  
25 registration card, or similar labeling component . . . that is used by the copyright  
26 owner to verify that . . . a copy of a computer program . . . is not counterfeit or  
27 infringing of any copyright” and without the copyright owner's authorization,  
28 “distributed or intended for distribution not in connection with the copy” of the

1 computer program to which the label was intended to be affixed by the copyright  
2 owner. 18 U.S.C. § 2318(b)(4).

3 4. The Lanham Act prohibits the use in commerce of any reproduction,  
4 counterfeit, copy, or colorable imitation of a registered mark in connection with the  
5 sale, offering for sale, distribution, or advertising of any goods or services when  
6 such a use is likely to cause confusion or to cause mistake. 15 U.S.C. § 1114. To  
7 prevail on a trademark infringement claim, a plaintiff must prove that (1) it has a  
8 protectable ownership interest in the mark and (2) the defendant's use of the mark  
9 is likely to cause customer confusion. Dep't of Parks & Recreation v. Bazaar del  
10 Mundo Inc., 448 F.3d 1118, 1124 (9th Cir. 2006).

11 5. The Ninth Circuit applies the eight-factor Sleekcraft test to determine  
12 whether a likelihood of confusion has been shown. AMF v. Sleekcraft Boats, 599  
13 F.2d 341, 348-49 (9th Cir. 1979). The factors are: (1) the strength of plaintiff's  
14 mark; (2) the relatedness or proximity of the goods; (3) the similarity of the marks;  
15 (4) evidence of actual confusion; (5) the degree to which the parties' marketing  
16 channels converge; (6) the type of goods and degree of care purchasers are likely to  
17 exercise in selecting the goods; (7) evidence of defendant's intent; and (8) the  
18 likelihood that parties will expand their product lines. Id. It is well established that  
19 this multifactor approach must be applied in a flexible fashion. Rearden LLC, v.  
20 Rearden Commerce, Inc., 683 F.3d 1190, 1209 (9th Cir. 2012). Thus, the factors  
21 are not a rote checklist but are instead intended to guide the Court in assessing the  
22 basic question of likelihood of confusion. E. & J. Gallo Winery v. Gallo Cattle Co.,  
23 967 F.2d 1280, 1290-91 (9th Cir. 1992). Given the open-ended nature of this multi-  
24 prong inquiry, it is not surprising that summary judgement on likelihood of  
25 confusion grounds is generally disfavored. Rearden, 683 F.3d at 1210. The Ninth  
26 Circuit has cautioned that district courts should grant summary judgement motions  
27 regarding the likelihood of confusion sparingly as careful assessment of the  
28 pertinent factors that go into determining likelihood of confusion usually requires a

1 full record. Thane Int'l, Inc., v. Trek Bicycle Corp., 305 F.3d 894, 901-02 (9th Cir.  
2 2002) (superseded by statute on other grounds).

3 6. The test for false designation under the Lanham Act as well as the  
4 common law unfair competition claims is whether there is a likelihood of  
5 confusion. Walter v. Mattel, Inc., 210 F.3d 1108, 1111 (9th Cir. 2000). A claim  
6 for state unfair competition is evaluated under the same standard as trademark  
7 infringement. M2 Software, Inc. v. Madacy Entm't, 421 F.3d 1073, 1089-90 (9th  
8 Cir. 2005); Cleary v. News Corp., 30 F.3d 1255, 1262-63 (9th Cir. 1994).

9 7. Plaintiff has provided registration certificates for the copyrights at  
10 issue, and Defendants do not dispute Plaintiff's ownership or the validity of those  
11 copyrights. Ownership and validity of the copyrights is therefore established.

12 8. Plaintiff's proffered evidence establishes that Defendants and their  
13 business are interconnected through various relationships, both business and  
14 personal, and that those businesses and individuals have all dealt in counterfeit  
15 copies of Plaintiff's copyrighted works.

16 9. Defendants have failed to rebut the proffered evidence of their  
17 infringement. Defendants' mere conclusory statements that they did not commit  
18 copyright infringement are insufficient to create a general issue of material fact.  
19 And, importantly, Defendants do not dispute that they distributed the illicit and  
20 counterfeit goods. See 17 U.S.C. § 501(a).

21 10. Knowingly trafficking in illicit and counterfeit COAs violates the  
22 Anti-Counterfeiting Amendments Act of 2004. 18 U.S.C. § 2318(a)(1)(A).  
23 Plaintiff has proffered un rebutted evidence that the COAs distributed by  
24 Defendants were counterfeit and/or illicit. The counterfeit and illicit nature of the  
25 COAs was confirmed by Plaintiff's expert, Sue Ventura. Defendants were aware of  
26 the facts constituting the offense as demonstrated by the adulteration and  
27 distribution of those counterfeit and illicit COAs. Finally, Defendants trafficked in  
28

1 the counterfeit and/or illicit COAs by offering them for sale and actually selling  
2 them to customers along with the counterfeit and infringing software.

3 11. Plaintiff provided copies of its trademark registrations and Defendants  
4 do not dispute Plaintiff's ownership or the validity of those trademarks or  
5 registrations. Ownership and validity of the trademarks is therefore established.

6 12. A brief review of the Sleekcraft factors shows that the factors favor a  
7 finding of likelihood of confusion: (1) Plaintiff's marks are strong; (2) the goods  
8 are identical because Defendants' goods are counterfeit copies of Plaintiff's  
9 software; (3) the marks are identical as Defendants are selling counterfeit copies of  
10 Microsoft software and COAs; (4) there is actual confusion in that customers  
11 bought software from Defendants believing it to be genuine; (5) Defendants  
12 intended to deceive customers as they offered their products as genuine when they  
13 were not and in reviewing their litigation tactics they have sought to obstruct  
14 discovery of information linking them to unauthorized dealers of Plaintiff's  
15 software; and (6) the likelihood that the parties will expand their product lines is  
16 neutral, if not supporting likelihood of confusion, because the goods at issue are  
17 counterfeit copies of the Plaintiff's software. Indeed the analysis of the Sleekcraft  
18 factors here is not mandatory "because counterfeit marks are inherently confusing."  
19 Phillip Morris USA Inc. v. Shalabi, 352 F. Supp. 2d 1067, 1073 (C.D. Cal. 2004).

20 13. An identical analysis applies to Plaintiff's false designation of origin  
21 and California common law unfair competition claim. Because Plaintiff is entitled  
22 to summary judgement as to its claims for federal trademark infringement, Plaintiff  
23 is also entitled to summary judgement as to Plaintiff's false designation of origin  
24 and common law unfair competition claims.

25 14. Defendant Abdullahi is directly, contributorily and/or vicariously  
26 liable for the infringing conduct. He is personally liable under the federal copyright  
27 and trademark laws for infringement of Plaintiff's intellectual property rights, and  
28

1 for the distribution of counterfeit and/or illicit COA labels. See 17 U.S.C. § 101 et  
2 seq.; 15 U.S.C. § 1051 et seq.; 18 U.S.C. § 2318.

3 15. Defendant Alam is directly, contributorily and/or vicariously liable for  
4 the infringing conduct. She is personally liable under the federal copyright and  
5 trademark laws for infringement of Plaintiff's intellectual property rights, and for  
6 the distribution of counterfeit and/or illicit COA labels. See 17 U.S.C. § 101 et  
7 seq.; 15 U.S.C. § 1051 et seq.; 18 U.S.C. § 2318.

8 16. Defendant Sajjad is directly, contributorily and/or vicariously liable for  
9 the infringing conduct. She is personally liable under the federal copyright and  
10 trademark laws for infringement of Plaintiff's intellectual property rights, and for  
11 the distribution of counterfeit and/or illicit COA labels. See 17 U.S.C. § 101 et  
12 seq.; 15 U.S.C. § 1051 et seq.; 18 U.S.C. § 2318.

13 17. Defendant Shirazi is directly, contributorily and/or vicariously liable  
14 for the infringing conduct. He is personally liable under the federal copyright and  
15 trademark laws for infringement of Plaintiff's intellectual property rights, and for  
16 the distribution of counterfeit and/or illicit COA labels. See 17 U.S.C. § 101 et  
17 seq.; 15 U.S.C. § 1051 et seq.; 18 U.S.C. § 2318.

18 18. Plaintiff has elected to receive statutory damages. Defendants made  
19 no objection to the amounts sought. Statutory damages are especially appropriate  
20 in this case because the information needed to establish actual damages is within  
21 Defendants' control and was not fully disclosed. See Columbia Pictures  
22 Television, Inc. v. Krypton Bd. of Birmingham, Inc., 259 F.3d 1186, 1195 (9th Cir.  
23 2001).

24 19. The Court hereby awards Plaintiff a total of \$1,950,000 in statutory  
25 damages comprised of \$30,000 each for the five copyrights infringed for a total of  
26 \$150,000 in damages under the Copyright Act and \$200,000 each for the nine  
27 counterfeit trademarks for a total of \$1,800,000 in damages under the Lanham Act.  
28

1 Defendants are jointly and severally liable for the \$1,950,000 awarded in statutory  
2 damages.

3 20. Plaintiff is entitled to a permanent injunction in the form entered  
4 concurrently with this order permanently enjoining Defendants from, among other  
5 things, infringing Plaintiff's copyrights and trademarks.

6 21. In determining whether to enter a permanent injunction courts examine  
7 whether: (1) the plaintiff has suffered irreparable injury; (2) there is an adequate  
8 remedy at law for that injury; (3) considering the balance of hardships between the  
9 plaintiff and defendant, a remedy in equity is warranted; and (4) it is in the public's  
10 interest to issue the injunction. eBay, Inc. v. MercExchange, LLC, 547 U.S. 388,  
11 391 (2006); Reno Air Racing Ass'n, Inc. v. McCord, 452 F.3d 1126, 1137-38 (9th  
12 Cir. 2006).

13 22. Here, Defendants offered and sold their products as genuine Microsoft  
14 software when, in fact, they were providing counterfeit and illicit Microsoft  
15 software and components. Plaintiff cannot repair the harm that Defendants have  
16 caused because Defendants chose not to disclose any information regarding their  
17 distributions of purported Microsoft software. Plaintiff has suffered damage to its  
18 goodwill as customers who believed they were buying genuine Microsoft software  
19 received counterfeit software instead. Such injury constitutes irreparable harm that  
20 cannot be compensated by monetary damages. See Sennheiser Elec. Corp. v.  
21 Eichler, 2013 WL 3811775, at \*10 (C.D. Cal. July 19, 2013). (finding that "the  
22 injury caused by the presence of infringing products in the market—such as lost  
23 profits and customers, as well as damage to goodwill and business reputation—will  
24 often constitute irreparable injury" for purposes of a permanent injunction). The  
25 balance of hardships weighs in favor of granting an injunction as the requested  
26 injunction would not prohibit Defendants from legally distributing genuine  
27 Microsoft software. Defendants would only be prohibited from infringing  
28 Plaintiff's copyrights and trademarks in the future. See Polo Fashions, Inc. v. Dick



1 Bruhn, Inc., 793 F.2d 1132, 1135-36 (9th Cir. 1986) (stating that “[i]f the  
2 defendants sincerely intend not to infringe, the injunction harms them little; if they  
3 do, it gives [the plaintiff] substantial protection of its trademark”); Wecosign, Inc.  
4 v. IFG Holdings, Inc., 845 F. Supp. 2d 1072, 1084 (C.D. Cal. 2012) (“the balance  
5 of hardships favors Plaintiff because without an injunction, Plaintiff will lose  
6 profits and goodwill, while an injunction will only proscribe Defendants’ infringing  
7 activities.”).

8 23. Finally, the public interest would be served by granting an injunction,  
9 as it would prevent consumers from unknowingly receiving counterfeit and illicit  
10 Microsoft software and components from the Defendants. Id. (finding that an  
11 injunction is in the public interest because the public has an interest in avoiding  
12 confusion between two companies’ products).

13 24. Any finding of fact that is deemed a conclusion of law is incorporated  
14 herein as such.

### 15 **ORDER**

16 1. For all the foregoing reasons the Court GRANTS Plaintiff’s Motion  
17 for Summary Judgment.

18 2. Defendants Buy More, Inc.; Mojdeh Alam a/k/a Moji Alam; Laptop  
19 Outlet Center, Inc.; Maryam Sajjad; Vehid Abdullahi a/k/a Victor Alleni a/k/a  
20 Abdullahi Vehid; and Shahram Shirazi a/k/a Shawn Shiraz are liable to Plaintiff on  
21 its claims for trademark infringement; copyright infringement; federal false  
22 designation or origin, false description, and false representation; violations of the  
23 Anti-Counterfeiting Amendments Act of 2004 and common law unfair competition.

24 3. Defendants Buy More, Inc.; Mojdeh Alam a/k/a Moji Alam; Laptop  
25 Outlet Center, Inc.; Maryam Sajjad; Vehid Abdullahi a/k/a Victor Alleni a/k/a  
26 Abdullahi Vehid; and Shahram Shirazi a/k/a Shawn Shiraz are jointly and severally  
27 liable to Plaintiff for statutory damages in the amount of \$1,950,000.  
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4. Defendants Buy More, Inc.; Mojdeh Alam a/k/a Moji Alam; Laptop Outlet Center, Inc.; Maryam Sajjad; Vehid Abdullahi a/k/a Victor Alleni a/k/a Abdullahi Vehid; and Shahram Shirazi a/k/a Shawn Shiraz are permanently enjoined from, among other things, infringing Plaintiff's copyrights and trademarks as set forth in the Permanent Injunction concurrently filed with this Order.

5. Judgment consistent with this order will entered against Defendants in the form and on the terms contained in the separate Judgment filed concurrently herewith.

IT IS SO ORDERED.

DATED: September 24, 2015



By: \_\_\_\_\_  
HONORABLE MANUEL L. REAL  
UNITED STATES DISTRICT JUDGE

1 Approved as to form and content.

2 **PERKINS COIE LLP**

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4 By: /s/ Katherine M. Dugdale  
Katherine M. Dugdale

5 Attorneys for Plaintiff Microsoft  
6 Corporation

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