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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)

PERMANENT INJUNCTION
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.

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5 This action came for hearing before the Court on September 8, 2015, the
6 Honorable Manuel L. Real, United States District Judge presiding, on the motion of
7 Plaintiff Microsoft Corporation (“Microsoft”) for summary judgment against
8 defendants Buy More, Inc.; Mojdeh Alam a/k/a Moji Alam; Laptop Outlet Center,
9 Inc.; Maryam Sajjad; Vehid Abdullahi a/k/a Victor Alleni a/k/a Abdullahi Vehid;
10 and Shahram Shirazi a/k/a Shawn Shiraz (collectively “Defendants”).

11 GOOD CAUSE HAVING BEEN SHOWN, IT IS HEREBY ORDERED that
12 defendants Buy More, Inc.; Mojdeh Alam a/k/a Moji Alam; Laptop Outlet Center,
13 Inc.; Maryam Sajjad; Vehid Abdullahi a/k/a Victor Alleni and Abdullahi Vehid;
14 and Shahram Shirazi a/k/a Shawn Shiraz (collectively, “Defendants”), along with
15 their directors, principals, officers, agents, servants, employees, representatives,
16 successors and assigns, and all those persons or entities acting in concert or
17 participation with them, shall be and hereby are PERMANENTLY ENJOINED and
18 restrained from:

19 (a) imitating, copying, or making any other infringing use or
20 infringing distribution of software programs, components, Certificates of
21 Authenticity, end user license agreements (“EULA”) or items protected by
22 Microsoft’s registered trademarks and service mark, including, but not limited to,
23 the following Trademark Registration Nos.:

- 24 (1) 1,200,236 (“MICROSOFT”);
25 (2) 1,872,264 (“WINDOWS”);
26 (3) 2,744,843 (COLORED FLAG DESIGN);
27 (4) 3,361,017 (COLORED FLAG START BUTTON);
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- 1 (5) 3,625,391 (“MICROSOFT OFFICE”);
- 2 (6) 2,999,281 (COLOR FOUR SQUARE LOGO);
- 3 (7) 4,029,299 (OFFICE 2010 DESIGN);
- 4 (8) 2,188,125 (“OUTLOOK”); and
- 5 (9) 2,942,050 (“EXCEL”);

6 (b) imitating, copying, or making any other infringing use or
7 infringing distribution of the software programs, components, EULAs, items or
8 things protected by the following Certificate of Copyright Registrations:

- 9 (1) TX 7-009-361 (“Windows 7”);
- 10 (2) TX 6-504-552 (“Microsoft Office 2007”);
- 11 (3) TX 6-524-399 (“Microsoft Office Excel 2007”);
- 12 (4) TX 6-860-358 (“Microsoft Office Outlook 2007”); and
- 13 (5) TX 6-524-398 (“Microsoft Office Word 2007”);

14 (c) imitating, copying, or making any other infringing use or
15 infringing distribution of any other works now or hereafter protected by any of
16 Microsoft’s trademarks or copyrights;

17 (d) manufacturing, assembling, producing, distributing, offering for
18 distribution, circulating, selling, offering for sale, advertising, importing,
19 promoting, or displaying any software program, component, Certificate of
20 Authenticity, EULA, item or thing bearing any simulation, reproduction,
21 counterfeit, copy, or colorable imitation of any of Microsoft’s registered trademarks
22 or service mark, including, but not limited to, the Trademark and Service Mark
23 Registration Nos. listed in Paragraph (a) above;

24 (e) using any simulation, reproduction, counterfeit, copy, or
25 colorable imitation of Microsoft’s registered trademarks or service mark including,
26 but not limited to, the Trademark and Service Mark Registration Nos. listed in
27 Paragraph (a) above, in connection with the manufacture, distribution, offering for
28 distribution, sale, offering for sale, advertisement, promotion, or display of any

1 software, component, Certificate of Authenticity, EULA, item or thing not
2 authorized or licensed by Microsoft;

3 (f) using any false designation of origin or false description which
4 can or is likely to lead the trade or public or individuals erroneously to believe that
5 any software, component, Certificate of Authenticity, EULA, item, or thing has
6 been manufactured, produced, distributed, offered for distribution, advertised,
7 promoted, displayed, licensed, sponsored, approved, or authorized by or for
8 Microsoft, when such is in fact not true;

9 (g) trafficking in counterfeit and/or illicit Certificates of
10 Authenticity, as defined by 18 U.S.C. § 2318;

11 (h) engaging in any other activity constituting an illicit and/or
12 illegal distribution of any Microsoft software, component, Certificate of
13 Authenticity, EULA, item, or thing and/or constituting an infringement of any of
14 Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in,
15 or right to use or to exploit these trademarks, service mark, and/or copyrights or
16 constituting any illegal dilution of Microsoft's name, reputation, or goodwill; and

17 (i) assisting, aiding, or abetting any other person or business entity
18 in engaging in or performing any of the activities referred to in paragraphs (a)
19 through (h) above.

20 IT IS SO ORDERED.

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22 DATED: September 28, 2015



23 _____
24 HONORABLE MANUEL L. REAL
25 United States District Judge
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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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