

No JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ADOBE SYSTEMS INCORPORATED, a
Delaware Corporation,

Plaintiff,

v.

CHUKOULA LLC, a Minnesota Limited
Liability Company, et al.,

Defendants.

Case No.: 2:17-cv-01808-MWF-AS

**[PROPOSED] PERMANENT
INJUNCTION AND DISMISSAL OF
ONLY DEFENDANT GAOXIANG YANG**

Hon. Michael W. Fitzgerald

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal (“Stipulation”), between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”), on the one hand, and Defendant GAOXIANG YANG (“Defendant”), on the other hand, hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant as follows:

1. **PERMANENT INJUNCTION.** Defendant and any person or entity acting at his direction, including any and all agents, servants, employees, partners, assignees, distributors, suppliers, resellers and any others over which he may exercise control, who have received actual notice of this Permanent Injunction, Fed.R.Civ.P.65(d)(2), are hereby restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) § 1116(a) and 17 U.S.C. § 502, from engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of the following activities in the United States and throughout the world:

a. copying, manufacturing, importing, exporting, marketing, purchasing, acquiring, offering for sale, selling, distributing or dealing in any product or service that uses, or otherwise

1 making any use of, any unauthorized copies of Plaintiff's trademarks and copyrights, including
2 but not limited to ADOBE®, ACROBAT® and/or CREATIVE SUITE® marks and works
3 (collectively "Plaintiff's Trademarks and Copyrights"), and/or any Intellectual Property that is
4 confusingly or substantially similar to, or that constitutes a colorable imitation of, any of
5 Plaintiff's Trademarks and Copyrights, whether such use is as, on, in or in connection with any
6 trademark, service mark, trade name, logo, design, Internet use, website, domain name, metatags,
7 advertising, promotions, solicitations, commercial exploitation, television, web-based or any
8 other program, or any product or service, or otherwise;

9 b. copying or downloading, other than for personal use of a validly licensed and
10 registered software, of any software containing Plaintiff's Trademarks and Copyrights, including
11 but not limited to ADOBE®, ACROBAT®, and CREATIVE SUITE® marks and works and/or
12 any Intellectual Property that is confusingly or substantially similar to, or that constitutes a
13 colorable imitation of, any of Plaintiff's Trademarks and Copyrights;

14 c. importing, exporting, marketing, purchasing, downloading, selling, offering for
15 sale, distributing or dealing in any product or service that uses, or otherwise making any use of
16 any original equipment manufacturer ("OEM") or educational/academic ("EDU") versions of
17 Plaintiff's software;

18 d. importing, exporting, marketing, purchasing, downloading, selling, offering for
19 sale, distributing or dealing in any product or service that uses, or otherwise making any use of
20 any of Plaintiff's serial activation keys or numbers;

21 e. importing, exporting, marketing, purchasing, downloading, selling, offering for
22 sale, distributing or dealing in any product or service that uses, or otherwise making any use of
23 any of Plaintiff's products that are intended to be sold only outside of the United States of America
24 or Canada;

25 f. using any Internet domain name or website that includes any of Plaintiff's
26 Trademarks and Copyrights, including but not limited to the ADOBE®, ACROBAT® and
27 CREATIVE SUITE® marks and works; and/or
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1 g. applying to the Adobe Partner Connection Program or any other authorized
2 reseller or distribution program sponsored or approved by Plaintiff or one of its agents. This
3 prohibition includes Defendant applying to such a program through any other business name or
4 sales platform and/or using the information of any of Defendant's agents, servants, employees,
5 partners, directors, officers, assignees, family members, or any others affiliated with Defendant.
6 Any acceptance or approval by Plaintiff of an application made in violation of this provision shall
7 not be construed as a waiver or modification of this explicit injunctive provision, unless the Parties
8 jointly file a Stipulation with the Court seeking relief from this provision and the Court so orders.

9 2. Defendant is ordered to deliver immediately for destruction all unauthorized
10 products, including counterfeit, EDU, OEM, or non-U.S./Canadian-intended versions of
11 Plaintiff's software and related products, serial activation keys and cards, labels, signs, prints,
12 packages, wrappers, receptacles and advertisements relating thereto in his possession or under his
13 control bearing any of Plaintiff's intellectual property or any simulation, reproduction,
14 counterfeit, copy or colorable imitations thereof, to the extent that any of these items are in
15 Defendant's possession.

16 3. This Permanent Injunction shall be deemed to have been served upon Defendant
17 at the time of its execution by the Court.

18 4. The Court finds there is no just reason for delay in entering this Permanent
19 Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil Procedure*, the Court directs
20 immediate entry of this Permanent Injunction against Defendant.

21 5. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be
22 taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court
23 expressly retains jurisdiction over this matter to enforce any violation of the terms of the
24 underlying Confidential Settlement Agreement and this Permanent Injunction.

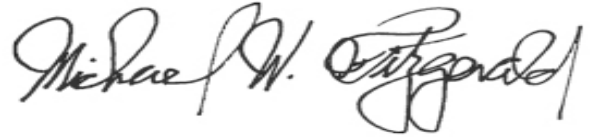
25 6. **NO FEES AND COSTS.** Each party shall bear their own attorneys' fees and
26 costs incurred in this matter.

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7. **DISMISSAL.** The Court hereby dismisses this action, as to only Defendant Gaoxiang Yang. The Court hereby dismisses Defendant Gaoxiang Yang with prejudice as to all claims asserted against him in this action upon entry of this Permanent Injunction.

IT IS SO ORDERED, ADJUDICATED and DECREED this 12th day of September 2018.



Hon. Michael W. Fitzgerald
United States District Judge
Central District of California