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

ADOBE SYSTEMS INCORPORATED,
a Delaware Corporation,

Plaintiff,

v.

MAX BUNHEY, an Individual;
GERALD LEE, an Individual; FROZAN
NASIRI, an Individual; MICHAEL
TAYLOR, an Individual; MEGAN VAN
VALKENBURGH, an Individual; and
DOES 1-10, Inclusive,

Defendants.

Case No.: EDCV13-01365 VAP (OPx)

**~~[PROPOSED]~~ PERMANENT
INJUNCTION AGAINST
DEFENDANT FROZAN NASIRI**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction (“Stipulation”), between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”), on the one hand, and Defendant FROZAN NASIRI (“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

1 acting in concert with, or at her direction, including any and all agents, servants,
2 employees, partners, assignees, distributors, suppliers, resellers and any others
3 over which she may exercise control, are hereby restrained and enjoined, pursuant
4 to 15 U.S.C. §1116, from engaging in, or authorizing or assisting any third party
5 to engage in, any of the following activities in the United States and throughout
6 the world:

7 a. importing, exporting, marketing, selling, offering for sale,
8 distributing or dealing in any product or service that unlawfully uses, or otherwise
9 making any unlawful use of, any of Plaintiff's Trademarks, which is attached and
10 incorporated by reference hereto ex Exhibit "A," and Copyrights, which is
11 attached and incorporated by reference hereto ex Exhibit "B," including but not
12 limited to ADOBE® CREATIVE SUITE® marks and works, and/or any
13 Intellectual Property that is confusingly or substantially similar to, or that
14 constitutes a colorable imitation of, any of Plaintiff's Trademarks and Copyrights,
15 whether such use is as, on, in or in connection with any trademark, service mark,
16 trade name, logo, design, Internet use, website, domain name, metatags,
17 advertising, promotions, solicitations, commercial exploitation, television, web-
18 based or any other program, or any product or service, or otherwise;

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

25 c. performing or allowing others employed by or representing
26 him, or under his control, to perform any act or thing which is likely to injure
27 Plaintiff, any of Plaintiff's Trademarks and Copyrights, including but not limited
28 to ADOBE® CREATIVE SUITE® marks and works, and/or Plaintiff's business

1 reputation or goodwill, including making disparaging, negative, or critical
2 comments regarding Plaintiff or its products;

3 d. engaging in any acts of federal and/or state trademark
4 infringement, false designation of origin, unfair competition, dilution, federal
5 copyright infringement, or other act which would tend damage or injure Plaintiff;
6 and/or

7 e. using any Internet domain name or website that unlawfully
8 includes any of Plaintiff's Trademarks and Copyrights, including the ADOBE®
9 CREATIVE SUITE® marks and works.

10 2. Defendant is ordered to deliver immediately for destruction all
11 unauthorized products, including counterfeit ADOBE® software products and
12 related products, labels, signs, prints, packages, wrappers, receptacles and
13 advertisements relating thereto in her possession or under her control bearing any
14 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
15 copy or colorable imitations thereof, to the extent that any of these items are in
16 Defendant's possession.

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

19 4. The Court finds there is no just reason for delay in entering this
20 Permanent Injunction, and the Court directs immediate entry of this Permanent
21 Injunction against Defendant.

22 5. Defendant will be making an agreed upon payment to Plaintiff, as
23 more particularly described in a separate Confidential Settlement Agreement.

24 6. **DISMISSAL**. Plaintiff's complaint against Defendant shall be
25 dismissed with prejudice in its entirety upon entry of this Permanent Injunction.

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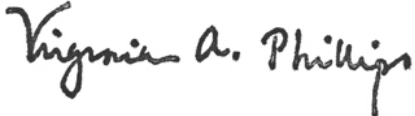
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7. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Permanent Injunction.

8. **NO FEES AND COSTS.** Each party shall bear its/his/her own attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED and DECREED this 26th day of November, 2013.



HON. VIRGINIA A. PHILLIPS
United States District Judge
Central District of California