

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**

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)

**PERMANENT
INJUNCTION AND DISMISSAL,
WITH PREJUDICE, AS TO
DEFENDANT GERALD LEE**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction (“Stipulation”), between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”), on the one hand, and Defendant GERALD LEE (“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 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
2 acting in concert with, or at his direction, including any and all agents, servants,
3 employees, partners, assignees, distributors, suppliers, resellers and any others
4 over which he may exercise control, are hereby restrained and enjoined, pursuant
5 to 15 *U.S.C.* §1116, from engaging in, directly or indirectly, or authorizing or
6 assisting any third party to engage in, any of the following activities in the United
7 States and throughout the world:

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

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

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

1 to the ADOBE® and CREATIVE SUITE® marks and works, and/or Plaintiff's
2 business reputation or goodwill, including making disparaging, negative, or
3 critical comments regarding Plaintiff or its products;

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

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

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

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

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

24 5. **DISMISSAL**. Upon entry of this Permanent Injunction the case shall
25 be dismissed, with prejudice, in its entirety as to Defendant.

26 6. **NO APPEALS AND CONTINUING JURISDICTION**. No
27 appeals shall be taken from this Permanent Injunction, and the parties waive all
28 rights to appeal. This Court expressly retains jurisdiction over this matter to

1 enforce any violation of the terms of this Permanent Injunction.

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

4

5 IT IS SO ORDERED, ADJUDICATED and DECREED this _9th_ day of
6 January, 2014.

6

7

Virginia A. Phillips _____
8 United States District Judge
9 Central District of California

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28