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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ADOBE SYSTEMS )  
INCORPORATED, A DELAWARE )  
CORPORATION, )

Case No. EDCV 13-01365-VAP  
(OPx)

Plaintiff, )

**JUDGMENT**

v. )

MAX BUNHEY, AN )  
INDIVIDUAL; GERALD LEE, )  
AN INDIVIDUAL; EROZAN )  
NASIRI, AN INDIVIDUAL;  
MICHAEL TAYLOR, AN )  
INDIVIDUAL; MEGAN VAN )  
VALKENBURGH, AN )  
INDIVIDUAL; AND DOES 1- )  
10, INCLUSIVE, )

Defendants. )

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Pursuant to the Order filed herewith, IT IS ORDERED  
AND ADJUDGED that Judgment is entered in favor of  
Plaintiff Adobe Systems Inc. against Defendants Max  
Bunhey and Michael Taylor. The Court orders that such  
judgment be entered.

1 Pursuant to this Judgment, Defendant Bunhey is  
2 ordered to pay Plaintiff: (1) statutory damages in the  
3 amount of 170,000.00; (2) attorneys' fees in the amount  
4 of \$7,000.00; and (3) costs in the amount of \$500.90.  
5 Defendant Taylor is ordered to pay Plaintiff: (1)  
6 statutory damages in the amount of \$64,000.00; (2)  
7 attorneys' fees in the amount of \$4,240.00; and (3) costs  
8 in the amount of \$486.80.

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10 Moreover, Defendants Bunhey and Taylor ("Defendants")  
11 and any person or entity acting in concert with, or at  
12 the direction of, Defendants who receive actual notice of  
13 this injunction, are hereby restrained and permanently  
14 enjoined from engaging in, directly or indirectly, or  
15 authorizing or assisting any third-party to engage in,  
16 any of the following activities in the United States of  
17 America and throughout the world:

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19 1. Copying, manufacturing, importing, exporting,  
20 marketing, offering for sale, selling, distributing or  
21 dealing in any product or service that uses, or otherwise  
22 makes any use of, any of Adobe's registered trademarks,  
23 including ADOBE®, ACROBAT®, AFTEREFFECTS®, AUDITION®,  
24 CONTRIBUTE®, CREATIVE SUITE®, DREAMWEAVER®, ENCORE®,  
25 FIREWORKS®, FLASH BUILDER®, FLASH CATALYST®, FLASH®,  
26 ILLUSTRATOR®, INDESIGN®, LIGHTROOM®, and PHOTOSHOP® or  
27 comprised of any of Adobe's copyrighted works including

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1 ACROBAT X PRO<sup>®</sup>, ADOBE AFTER EFFECT CS5.5<sup>®</sup>, ADOBE AUDITION  
2 CS5.5<sup>®</sup>, ADOBE CS5.5 MASTER COLLECTION<sup>®</sup>, ADOBE DREAMWEAVER  
3 CS5.5<sup>®</sup>, ADOBE FIREWORKS CS5<sup>®</sup>, ADOBE FLASH BUILDER 4.5<sup>®</sup>,  
4 ADOBE FLASH PROFESSIONAL CS5.5<sup>®</sup>, ADOBE INDESIGN CS5.5<sup>®</sup>,  
5 ADOBE PREMIEREPRO CS5.5<sup>®</sup>, CONTRIBUTE CS5<sup>®</sup>, DEVICE  
6 CENTRAL<sup>®</sup>, ILLUSTRATOR<sup>®</sup>, INDESIGN<sup>®</sup>, LIGHTROOM<sup>®</sup>,  
7 PHOTOSHOP<sup>®</sup>, and PHOTOSHOP CS5<sup>®</sup>, ("Adobe's Trademarks and  
8 Copyrights"), and/or any intellectual property that is  
9 confusingly or substantially similar to, or that  
10 constitutes a colorable imitation of, any of Adobe's  
11 Trademarks and Copyrights, whether such use is as, on, in  
12 or in connection with any trademark, service mark, trade  
13 name, logo, design, Internet use, website, domain name,  
14 metatags, advertising, promotions, solicitations,  
15 commercial exploitation, television, web-based or any  
16 other program, or any product or service, or otherwise;

17  
18       2. Copying or downloading, other than for personal  
19 use of valid licensed and registered ADOBE<sup>®</sup>-branded  
20 software, any software containing Adobe's Trademarks and  
21 Copyrights, and/or any intellectual property that is  
22 confusingly or substantially similar to, or that  
23 constitutes a colorable imitation of, any of Adobe's  
24 Trademarks and Copyrights;

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26       3. Using, in any unauthorized manner whatsoever, any  
27 of Adobe's Trademarks and Copyrights, trade name and/or  
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1 trade dress including, but not limited to, Adobe's  
2 Trademarks and Copyrights at issue in this action, any  
3 variants, colorable imitations, translations and/or  
4 simulations thereof and/or any items that are confusingly  
5 similar thereto, including specifically:

6 i. on or in conjunction with any product or  
7 service; and

8 ii. on or in conjunction with any advertising,  
9 promotional materials, labels, packaging, or containers;

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11 4. Using of any trademark, copyright, trade name, or  
12 trade dress that falsely represents, or is likely to  
13 confuse, mislead or deceive purchasers, customers, or  
14 members of the public to believe that unauthorized  
15 product imported, exported, manufactured, reproduced,  
16 distributed, assembled, acquired, purchased, offered,  
17 sold, transferred, brokered, consigned, distributed,  
18 stored, shipped, marketed, advertised and/or promoted by  
19 Defendants originates from Adobe, or that said  
20 merchandise has been sponsored, approved, licensed by, or  
21 associated with Adobe or is, in some way, connected or  
22 affiliated with Adobe;

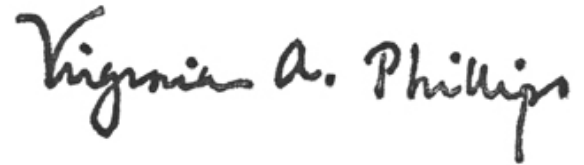
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24 5. Engaging in any conduct that falsely represents or  
25 is likely to confuse, mislead, or deceive purchasers,  
26 customers, or members of the public to believe that  
27 Defendants are connected with, or is in some way

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1 sponsored by or affiliated with Adobe, or purchases  
2 product from or otherwise has a business relationship  
3 with Adobe;

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5 6. Affixing, applying, annexing, or using in  
6 connection with the manufacture, distribution,  
7 advertising, sale, and/or offering for sale or other use  
8 of any goods, a false description or representation,  
9 including words or symbols, tending to falsely describe  
10 or represent such goods as being those of Adobe.

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14 Dated: April 8, 2014

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VIRGINIA A. PHILLIPS  
United States District Judge

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