1   J. Andrew Coombs (SBN 123881)
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2   Annie S. Wang (SBN 243027)
    annie@coombspc.com
3   J. Andrew Coombs, A P.C.
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4   Glendale, California 91206
    Telephone: (818) 500-3200
5   Facsimile: (818) 500-3201

6   Attorneys for Plaintiff
    Adobe Systems Incorporated
7

8   UNITED STATES DISTRICT COURT

9   NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

10   )
    Adobe Systems Incorporated,   )   Case No. CV 08-934 SI
11   )
                        Plaintiff,   )   [PROPOSED] JUDGMENT PURSUANT
12   v.   )   TO ENTRY OF DEFAULT
)
13 Brandon Roberts, et al.,   )   Court: Hon. Susan Illston
)   Date: October 3, 2008
14   Defendants.   )   Time: 9:00 a.m.
)
15

16   This cause having come before this Court on the motion of Plaintiff Adobe Systems

17 Incorporated ("Adobe" or "Plaintiff") for entry of default judgment and permanent injunction against

18 Defendant Brandon Roberts ("Defendant");

19   AND, the Court having read and considered the pleadings, declarations and exhibits on file in

20 this matter and having reviewed such evidence as was presented in support of Plaintiff's Motion;

21   AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

22   Plaintiff is the owner of all rights in and to certain copyright registrations including but not

23 limited to, the copyrights which are the subject of the registrations listed in Exhibit A ("Plaintiff's

24 Copyrights");

25   Plaintiff has complied in all respects with the laws governing copyrights and secured the

26 exclusive rights and privileges in and to Plaintiff's Copyrights;

27   The appearance and other qualities of Plaintiff's Copyrights are distinctive and original;

28

    Adobe v. Roberts, et al.: [Proposed] Judgment Pursuant to   - 1 -
    Default

Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B, including, but not limited to, the trademarks which are listed below (collectively "Plaintiff's Trademarks"):

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Plaintiff has complied in all respects with the laws governing trademarks and secured the exclusive rights and privileges in and to Plaintiff's Trademarks;

Defendant engages in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff's Copyrights and Trademarks ("Counterfeit Product").

Defendant's importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and intentionally, without leave or license from Plaintiff, in violation of Plaintiff's rights in and to Plaintiff's Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit

Product are not just "confusingly similar" to Plaintiff's Copyrights and Trademarks, they are almost identical.

Plaintiff has instituted this action for an entirely proper and appropriate purpose, solely to vindicate and enforce compliance with its rights which have been knowingly and willfully infringed by Defendant and to recover for infringement of such rights. Plaintiff's action was not brought frivolously. In contrast, Defendant's infringing conduct, is a clear and unmistakable violation of Plaintiff's rights. Defendant's conduct ha~~s been patently unreasonable and egregiou~~s, violating~~ed~~ Plaintiff's rights by appropriating and featuring Plaintiff's Copyrights and Trademarks on counterfeit product, when Defendant intended, or knew or should have known, that such infringing activity would likely injure Plaintiff's name and reputation, requiring Plaintiff to institute and prosecute this action, and incur fees and costs in so doing, in order to attempt to obtain Defendant's recognition and compliance with Plaintiff's rights.

The liability of the Defendant in the above-referenced action for his acts in violation of Plaintiff's rights is knowing and willful, and as such the Court expressly finds that there is no just reason for delay in entering the default judgment and permanent injunction sought herein.

Therefore, based upon the foregoing facts, and

GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Judgment shall be and is hereby entered in the within action as follows:

1)   This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of process was properly made on the Defendant.

2)   Defendant has distributed, sold, and offered for sale counterfeit merchandise which infringes upon Plaintiff's Copyrights and Trademarks.

3)   The Defendant and his agents, servants, employees and all persons in active concert and participation with him who receive actual notice of the injunction are hereby restrained and enjoined from:

a)   Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's Copyrights and Trademarks, and, specifically:

i)   Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Counterfeit Product or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and Trademarks;

b)   Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of Plaintiff's Copyrights and Trademarks;

c)   Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, the Defendant's customers and/or members of the public to believe, the actions of Defendant, the products sold by Defendant, or the Defendant himself is connected with Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated with Plaintiff;

d)   Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Plaintiff.

4)   Defendant is ordered to deliver for destruction all Counterfeit Product, and any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages, dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their control bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction,

1   counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,

2   matrices and other means of making the same.

3   5)   Defendant is ordered to pay damages to Plaintiff pursuant to 15 U.S.C. § 1117 in the sum of

4   ~~Two Hundred Fifty Thousand Dollars ($250,000.00).~~ $75,000.00

5   6)   Defendant is ordered to pay interest on the principal amount of the judgment to Plaintiff at

6   the statutory rate pursuant to 28 U.S.C. §1961(a).

7   7)   This Judgment shall be deemed to have been served upon Defendant at the time of its

8   execution by the Court.

9   8)   The Court finds there is no just reason for delay in entering this Judgment and, pursuant to

10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this

11 Judgment against Defendant.

12 9)   The Court shall retain jurisdiction of this action to entertain such further proceedings and to

13 enter such further orders as may be necessary or appropriate to implement and enforce the provisions

14 of this Judgment.

15

16

17 DATED: _____   _____

18   Hon. Sustan Illston
                                        Judge, United States District Court for the
                                        Northern District of California

19 PRESENTED BY:
20 J. Andrew Coombs,
    A Professional Corporation

21
    By: /s/ Annie S. Wang_____
22   J. Andrew Coombs
              Annie S. Wang
23 Attorneys for Plaintiff Adobe Systems
    Incorporated

24

25

26

27

28

Adobe v. Roberts, et al.: [Proposed] Judgment Pursuant to Default   - 5 -

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

Adobe v. Roberts, et al.: [Proposed] Judgment Pursuant to Default   - 6 -

Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
Adobe Acrobat Fill in 4.0.	TX0004241942
Adobe Acrobat Inproduction 1.0.	TX0005200942
Adobe Acrobat Inproduction 1.0.	TX0005200942
Adobe Acrobat Messenger 1.0.	TX0005241268
Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
Adobe ActiveShare 1.0.	TX0005086423
Adobe ActiveShare 1.5 for Windows.	TX0005267528
Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
Adobe After Effects : Version 5.0 for Windows.	TX0005438054
Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
Adobe After Effects : Version 5.5 for Windows.	TX0005493400
Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
Adobe After Effects : Version 6.0 for Windows.	TX0005777907
Adobe After Effects 3.0 for Macintosh.	TX0004643401
Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
Adobe After Effects 6.5 for Macintosh.	TX0005934788
Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
Adobe After Effects 7.0 Standard for Windows.	TX0006277335

Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
Adobe After Effects Version 6.5 for Windows.	TX0005934787
Adobe AlterCast 1.5 for Solaris.	TX0005520581
Adobe AlterCast 1.5 for Windows.	TX0005520583
Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
Adobe Atmosphere 1.0 for Windows.	TX0005780857
Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
Adobe Audition 1.0 for Windows.	TX0005777207
Adobe Audition 1.5 for Windows.	TX0005932189
Adobe Audition 2.0 for Windows.	TX0006277359
Adobe Audition 3.0 for Windows.	TX0006816095
Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
Adobe Captivate 2 for Windows.	TX0006390833
Adobe Carlson Regular.	TX0003374876
Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
Adobe Caslon Alternate Bold.	TX0003501547
Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
Adobe Creative Suite 2 Premium for Windows.	TX0006131245
Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
Adobe Creative Suite 2 Standard for Windows.	TX0006131246
Adobe Creative Suite for Macintosh.	TX0005844481
Adobe Creative Suite for Windows.	TX0005844480
Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
Adobe Exchange 2.0 for Windows.	TX0003961129
Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Solaris.	TX0006457897
Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
Adobe Illustrator 10 for Macintosh.	TX0005446858
Adobe Illustrator 10 for Windows.	TX0005446857
Adobe Illustrator 3.0.	TX0003000202
Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
Adobe Illustrator CS for Macintosh.	TX0005780817
Adobe Illustrator CS for Windows.	TX0005780806
Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603

Adobe Illustrator.	TX0003380406
Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
Adobe PageMaker 6.5 Macintosh.	TX0004524555
Adobe PageMaker 7.0 for Macintosh.	TX0005409447
Adobe PageMaker 7.0 for Windows.	TX0005409446
Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
Adobe Photoshop : 5.5.	TX0005213806
Adobe Photoshop 6.0.	TX0005196369
Adobe Photoshop 7.0 for Macintosh.	TX0005562147
Adobe Photoshop 7.0 for Windows.	TX0005562148
Adobe Photoshop Album 2.0 for Windows.	TX0005780785
Adobe Photoshop CS for Macintosh.	TX0005780846
Adobe Photoshop CS for Windows.	TX0005780847
Adobe Photoshop CS2 for Macintosh.	TX0006131272
Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
Adobe Photoshop Macintosh.	TX0003551958
Adobe Photoshop Version 3.0 Mac.	TX0003971820
Adobe Photoshop Version 3.0 Windows.	TX0003616850
Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
Adobe Photoshop Windows.	TX0003596143
Adobe Photoshop.	TX0004068613
Adobe Photoshop.	TX0003120306
Adobe Photoshop.	TX0002897138
Adobetype Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
Adope PhotoDeluxe, V1.0.	TX0004809739
Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
Authorware 7.0	TX0005800627
Contribute 4 (Mac)	TX0006471404
Designer 6.0 (Win)	TX0005932242
Encore DVD 2.0	TX0006277348
Font Folio 9.0 (Mac)	TX0005401449
Font Folio Open Type	TX0005845931
Form Manager 6.0	TX0006042527
Framemaker 7.0 (Mac)	TX0005596921
Framemaker 7.0 (Win)	TX0005596919
FreeHand MX (Mac)	TX0005746988
GoLive CS2 (Mac)	TX0006131268
GoLive CS2 (Win)	TX0006131269
Illustrator CS2 (Mac)	TX0006131282
Illustrator CS2 (Win)	TX0006131283
InCopy CS (Mac)	TX0005780859

InCopy CS (Win)	TX0005780858
InDesign CS2 (Mac)	TX0006139165
Macintosh Distiller.	TX0003893508
Macintosh PDF Writer.	TX0003893509
Macintosh Reader.	TX0003893511
Macromedia ColdFusion MX 7	TX0006201577
Macromedia Dreamweaver MX 2004	TX0005852659
Macromedia Fireworks MX 2004	TX0005839595
Macromedia Flash Lite 2.0	TX0006288632
Macromedia Flash Media Server 2	TX0006335779
Macromedia Flash MX 2004 Pro	TX0005852657
Macromedia RoboHelp HTML X5	TX0005944534
Macromedia RoboHelp X5	TX0005944535
Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
PhotoDeluxe 2.0 (Mac)	TX0004771678
PhotoDeluxe 2.0 (Win)	TX0004617316
Photoshop CS2 (Win)	TX0006131279
Photoshop Elements 5.0	TX0006389641
Premiere 7.0	TX0005777909
Premiere Elements 3.0	TX0006389647
Premiere Pro 1.5	TX0005931988
Premiere Pro 2.0	TX0006275628
Production Studio 1.0	TX0006277349
Shockwave for Director 5.0.	TX0004700912
Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

Registration No.:	Title of Work:	Rights Owner:
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated

1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated
1463458	POSTSCRIPT	Adobe Systems Incorporated
2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
2852245	FLASH	Adobe Systems Incorporated
2855434	FLASH	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
2068523	ACROBAT	Adobe Systems Incorporated
1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
1901566	SHOCKWAVE	Adobe Systems Incorporated
2294926	DREAMWEAVER	Adobe Systems Incorporated
2091087	PAGEMAKER	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 2, 2008, I served on the interested parties in this action with the following:

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS AND EXHIBITS IN SUPPORT THEREOF
[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
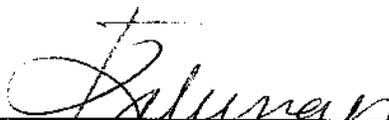[PROPOSED] ORDER

for the following civil action:

Adobe Systems Incorporated v. Brandon Roberts, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon Roberts 633 Ramblewood Dr. Canyon Lake, Texas 78133	

Place of Mailing: Glendale, California
Executed on July 2, 2008, at Glendale, California

_____
Katrina Bartolome