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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ADOBE SYSTEMS INCORPORATED, a
Delaware Corporation,

Plaintiff,

v.

MELANIE SCHWEYER, an Individual,
BRANDON SCHWEYER, an Individual, and
DOES 1-10, Inclusive,

Defendants.

Case No.: CV12-04903 MMC

~~**[PROPOSED]**~~ **PERMANENT
INJUNCTION AGAINST
DEFENDANT BRANDON SCHWEYER**

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

1. **PERMANENT INJUNCTION.** Defendant and any person or entity acting in concert with, or at his direction, including any and all agents, servants, employees, partners, assignees, distributors, suppliers, resellers and any others over which he may exercise control,

1 are hereby restrained and enjoined, pursuant to 15 U.S.C. §1116, from engaging in, directly or
2 indirectly, or authorizing or assisting any third party to engage in, any of the following activities
3 in the United States and throughout the world:

4 a. importing, exporting, marketing, selling, offering for sale, distributing or
5 dealing in any product or service that uses, or otherwise making any use of, any of Plaintiff's
6 Trademarks and Copyrights, including but not limited to ADOBE® ACROBAT® marks and
7 works, and/or any Intellectual Property that is confusingly or substantially similar to, or that
8 constitutes a colorable imitation of, any of Plaintiff's Trademarks and Copyrights, whether such
9 use is as, on, in or in connection with any trademark, service mark, trade name, logo, design,
10 Internet use, website, domain name, metatags, advertising, promotions, solicitations,
11 commercial exploitation, television, web-based or any other program, or any product or service,
12 or otherwise;

13 b. performing or allowing others employed by or representing him, or under
14 his control, to perform any act or thing which is likely to injure Plaintiff, any of Plaintiff's
15 Trademarks and Copyrights, including but not limited to ADOBE® ACROBAT® marks and
16 works, and/or Plaintiff's business reputation or goodwill, including making disparaging,
17 negative, or critical comments regarding Plaintiff or its products;

18 c. engaging in any acts of federal and/or state trademark infringement, false
19 designation of origin, unfair competition, dilution, federal copyright infringement, or other act
20 which would tend damage or injure Plaintiff; and/or

21 d. using any Internet domain name or website that includes any of Plaintiff's
22 Trademarks and Copyrights, including the ADOBE® ACROBAT® marks and works.

23 2. Defendant is ordered to deliver immediately for destruction all unauthorized
24 products, including counterfeit ADOBE® ACROBAT® software products and related products,
25 labels, signs, prints, packages, wrappers, receptacles and advertisements relating thereto in his
26 possession or under his control bearing any of Plaintiff's intellectual property or any simulation,
27 reproduction, counterfeit, copy or colorable imitations thereof, to the extent that any of these
28 items are in Defendant's possession.

