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

ADOBE SYSTEMS INCORPORATED, a  
Delaware Corporation,

Plaintiff,

v.

JEFFREY BRAY, an Individual, and DOES 1-  
10, Inclusive,

Defendants.

Case No.: CV12-04904 EMC

**[PROPOSED] PERMANENT  
INJUNCTION AGAINST  
DEFENDANT JEFFREY BRAY  
AND ORDER OF DISMISSAL**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction (“Stipulation”), between Plaintiff ADOBE SYSTEMS INCORPORATED (“Plaintiff”), on the one hand, and Defendant JEFFREY BRAY (“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 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, are hereby restrained and enjoined, pursuant to 15 *U.S.C.* §1116, from engaging in, directly or

1 indirectly, or authorizing or assisting any third party to engage in, any of the following activities  
2 in the United States and throughout the world:

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

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

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

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

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

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1           3.       This Permanent Injunction shall be deemed to have been served upon Defendant  
2 at the time of its execution by the Court, and the case shall be dismissed in its entirety upon  
3 entry of this Permanent Injunction

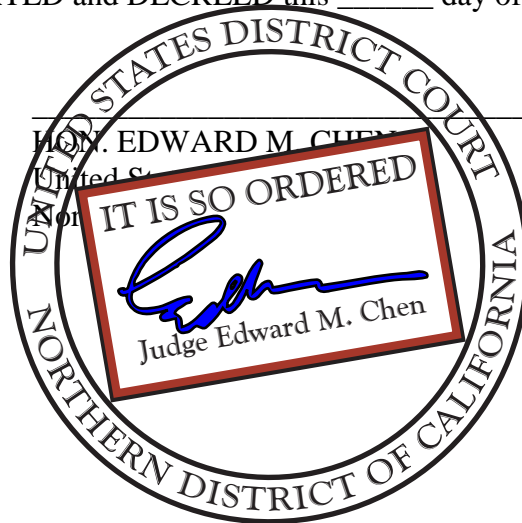
4           4.       The Court finds there is no just reason for delay in entering this Permanent  
5 Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil Procedure*, the Court directs  
6 immediate entry of this Permanent Injunction against Defendant.

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

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

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

15  
16           IT IS SO ORDERED, ADJUDICATED and DECREED this 13th  
17           February \_\_\_\_\_, 2013.



**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Johnson & Pham 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, CA 91367. On February 8, 2013, I served the within document(s):

**[PROPOSED] PERMANENT INJUNCTION AGAINST DEFENDANT JEFFREY BRAY**

- FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.
- MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- CM/ECF - by electronically transmitting the document(s) listed above to:

**Bruno Tarabichi, Esq.**  
[btarabichi@owenstarabichi.com](mailto:btarabichi@owenstarabichi.com)  
**Owens Tarabichi LLP**  
**111 N. Market Street, Suite 730**  
**San Jose, CA 95113**  
**Telephone: (408) 298-8204**  
**Facsimile: (408) 521-2203**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 8, 2013, at Los Angeles, California.

\_\_\_\_\_  
/s/  
Edit Avakian