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E-filed 5/7/10

6 Attorneys for Plaintiff  
 Adobe Systems Incorporated  
 7

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

10 Adobe Systems Incorporated,	)	Case No. C09-1081 RMW
	)	
11 Plaintiff,	)	<del>PROPOSED</del> JUDGMENT PURSUANT
12 v.	)	TO ENTRY OF DEFAULT
	)	
13 Hugo Galvez, et al.,	)	Court: Hon. Ronald M. Whyte
	)	Date: May 7, 2010
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 Hugo Galvez (“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

1 Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B,  
2 including, but not limited to, the trademarks which are listed below (collectively “Plaintiff’s  
3 Trademarks”):  
4

<b>Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
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

18  
19 Plaintiff has complied in all respects with the laws governing trademarks and secured the  
20 exclusive rights and privileges in and to Plaintiff’s Trademarks;

21 Defendant engages in the unauthorized business of importing, distributing, promoting, selling  
22 and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff’s Copyrights and  
23 Trademarks (“Counterfeit Product”).

24 Defendant’s importing, advertising, displaying, promoting, marketing, distributing,  
25 providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and  
26 intentionally, without leave or license from Plaintiff, in violation of Plaintiff’s rights in and to  
27 Plaintiff’s Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit  
28

1 Product are not just “confusingly similar” to Plaintiff’s Copyrights and Trademarks, they are almost  
2 identical.

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

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

16 Therefore, based upon the foregoing facts, and

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

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

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

24 3) The Defendant and his agents, servants, employees and all persons in active concert and  
25 participation with him who receive actual notice of the injunction are hereby restrained and enjoined  
26 from:  
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1 a) Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in  
2 any manner, including generally, but not limited to manufacturing, importing, distributing,  
3 advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's  
4 Copyrights and Trademarks, and, specifically:

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

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

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

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

22 4) Defendant is ordered to deliver for destruction all Counterfeit Product, and any other  
23 unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial  
24 similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages,  
25 dyes, wrappers, receptacles and advertisements relating thereto in his possession or under his control  
26 bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction, counterfeit,  
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1 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and other  
2 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).

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 DATED: 5/7/10

  
17 Hon. Ronald M. Whyte  
18 Judge, United States District Court for the  
Northern District of California

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

21 By:       /s Nicole L. Drey        
22 J. Andrew Coombs  
Nicole L. Drey  
23 Attorneys for Plaintiff Adobe Systems  
Incorporated  
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EXHIBIT A  
Copyright Registrations

<b>Title of Work</b>	<b>Copyright Registration No.</b>
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

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
	Adobe Acrobat 8 Standard for Windows.	TX0006390828
2	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
3	Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
	Adobe Acrobat Capture 3.0 source code.	TX0005199559
4	Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
	Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
5	Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
6	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
7	Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
8	Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
	Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
9	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
	Adobe Acrobat Fill in 4.0.	TX0004241942
10	Adobe Acrobat Inroduction 1.0.	TX0005200942
	Adobe Acrobat Inroduction 1.0.	TX0005200942
11	Adobe Acrobat Messenger 1.0.	TX0005241268
	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
12	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
13	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
14	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
15	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
16	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
17	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
	Adobe ActiveShare 1.5 for Windows.	TX0005267528
19	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
20	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
21	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
22	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
	Adobe After Effects 3.0 for Macintosh.	TX0004643401
23	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.	TX0005546626
24	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
25	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
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1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
3	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
4	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
5	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
6	Adobe After Effects Version 6.5 for Windows.	TX0005934787
6	Adobe AlterCast 1.5 for Solaris.	TX0005520581
6	Adobe AlterCast 1.5 for Windows.	TX0005520583
7	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
7	Adobe Atmosphere 1.0 for Windows.	TX0005780857
8	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
8	Adobe Audition 1.0 for Windows.	TX0005777207
9	Adobe Audition 1.5 for Windows.	TX0005932189
9	Adobe Audition 2.0 for Windows.	TX0006277359
10	Adobe Audition 3.0 for Windows.	TX0006816095
10	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
11	Adobe Captivate 2 for Windows.	TX0006390833
12	Adobe Carlson Regular.	TX0003374876
12	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
13	Adobe Caslon Alternate Bold.	TX0003501547
13	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
14	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
14	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
15	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
15	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
16	Adobe Creative Suite for Macintosh.	TX0005844481
17	Adobe Creative Suite for Windows.	TX0005844480
17	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
18	Adobe Exchange 2.0 for Windows.	TX0003961129
19	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
19	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
20	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
20	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
21	Adobe Flash Media Encoder 1.0.	TX0006526716
21	Adobe Flash Media Encoder 1.0.	TX0006526716
22	Adobe Flash Player 9 for Linux.	TX0006476523
23	Adobe Flash Player 9 for Linux.	TX0006476523
23	Adobe Flash Player 9 for Solaris.	TX0006457897
24	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
24	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
25	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
25	Adobe Illustrator 10 for Macintosh.	TX0005446858
26	Adobe Illustrator 10 for Windows.	TX0005446857
26	Adobe Illustrator 3.0.	TX0003000202
27	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
28	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819

1	Adobe Illustrator CS for Macintosh.	TX0005780817
	Adobe Illustrator CS for Windows.	TX0005780806
2	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
	Adobe Illustrator.	TX0003380406
3	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
	Adobe PageMaker 6.5 Macintosh.	TX0004524555
4	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
	Adobe PageMaker 7.0 for Windows.	TX0005409446
5	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
6	Adobe Photoshop : 5.5.	TX0005213806
	Adobe Photoshop 6.0.	TX0005196369
7	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
	Adobe Photoshop 7.0 for Windows.	TX0005562148
8	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
	Adobe Photoshop CS for Macintosh.	TX0005780846
9	Adobe Photoshop CS for Windows.	TX0005780847
10	Adobe Photoshop CS2 for Macintosh.	TX0006131272
	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
11	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
12	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
13	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
14	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
	Adobe Photoshop Macintosh.	TX0003551958
15	Adobe Photoshop Version 3.0 Mac.	TX0003971820
	Adobe Photoshop Version 3.0 Windows.	TX0003616850
16	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
	Adobe Photoshop Windows.	TX0003596143
17	Adobe Photoshop.	TX0004068613
	Adobe Photoshop.	TX0003120306
18	Adobe Photoshop.	TX0002897138
19	Adobe Photoshop.	TX0002897138
20	Adobetype Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adope PhotoDeluxe, V1.0.	TX0004809739
21	Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
22	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
23	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
24	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
25	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
26	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
27	GoLive CS2 (Win)	TX0006131269
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1	Illustrator CS2 (Mac)	TX0006131282
	Illustrator CS2 (Win)	TX0006131283
2	InCopy CS (Mac)	TX0005780859
	InCopy CS (Win)	TX0005780858
3	InDesign CS2 (Mac)	TX0006139165
	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
	Macintosh Reader.	TX0003893511
5	Macromedia ColdFusion MX 7	TX0006201577
	Macromedia Dreamweaver MX 2004	TX0005852659
6	Macromedia Fireworks MX 2004	TX0005839595
	Macromedia Flash Lite 2.0	TX0006288632
7	Macromedia Flash Media Server 2	TX0006335779
	Macromedia Flash MX 2004 Pro	TX0005852657
8	Macromedia RoboHelp HTML X5	TX0005944534
	Macromedia RoboHelp X5	TX0005944535
9	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
10	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
11	PhotoDeluxe 2.0 (Mac)	TX0004771678
	PhotoDeluxe 2.0 (Win)	TX0004617316
12	Photoshop CS2 (Win)	TX0006131279
	Photoshop Elements 5.0	TX0006389641
13	Premiere 7.0	TX0005777909
	Premiere Elements 3.0	TX0006389647
14	Premiere Pro 1.5	TX0005931988
	Premiere Pro 2.0	TX0006275628
15	Production Studio 1.0	TX0006277349
	Shockwave for Director 5.0.	TX0004700912
16	Windows PDF Writer.	TX0003893507
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EXHIBIT B  
Trademark Registrations

<b>Registration No.:</b>	<b>Title of Work:</b>	<b>Rights Owner:</b>
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

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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 East Wilson Avenue, Suite 202, Glendale, California 91206.

On April 2, 2010, I served on the interested parties in this action with the:

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

for the following civil action:

Adobe Systems Incorporated v. H. Galvez, et al.

by placing a true copy thereof in a sealed envelope. 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.

Hugo Galvez 17717 Preston Road #203 Dallas, TX 75252	Hugo Galvez 1771 Preston Road #1308 Dallas, TX 75252
--	--

Place of Mailing: Glendale, California  
Executed on April 2, 2010, at Glendale, California

\_\_\_\_\_  
/s Nicole L. Drey

Nicole L. Drey