Autodesk Inc v. Flowers et al Doc. 50

1 2 3 4 5 6 7	ERIC DONEY, #76260 eric@donahue.com JULIE E. HOFER, #152185 julie@donahue.com ERIC A. HANDLER, #224637 ehandler@donahue.com DONAHUE GALLAGHER WOODS LLP 1999 Harrison Street, 25th Floor Oakland, California 94612-3520 Telephone: (510) 451-0544 Facsimile: (510) 832-1486  Attorneys for Plaintiff AUTODESK, INC.	
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9	UNITED STATES DISTRICT COURT	
10	NORTHERN DISTRICT OF CALIFORNIA	
11	SAN JOSE DIVISION	
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13	AUTODESK, INC., a Delaware corporation,	CASE NO.: CV 10-01917-LHK
14	Plaintiff,	[ <del>PROPOSED</del> ] MONEY JUDGMENT AND PERMANENT INJUNCTION
15	V.	Dept.: Courtroom 4, 5th Floor
16	GUILLERMO FLORES, an individual;	Judge: Hon. Lucy H. Koh
17 18	GREG FLOWERS, an individual; GREGORIO FLORES, an individual; and DOES 1 through 10, inclusive,	ATES DISTRICT
19	Defendants.	STAIL
20	Defendants.	E TOPED E
21		IT IS SO ORDERED AS MODIFIED
22	Judge Lucy H. Koh	
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CASE NO. CV 10-01917 LHK

On January 31, 2011, this Court entered in this action its Order Granting In Part Motion For Default Judgment (Docket No. 43). On May 18, 2011, this Court entered in this action its Order Granting Motion For Attorney's Fees And Costs (Docket No. 48). In accordance with the aforementioned orders, IT IS HEREBY ORDERED and ADJUDGED as follows:

- 1. Plaintiff Autodesk, Inc. ("Autodesk") shall recover from defendants Guillermo Flores, Greg Flowers, and Gregorio Flores (collectively, "Defendants"), jointly and severally: damages in the amount of \$82,500, attorney's fees in the amount of \$40,600, and costs in the amount of \$550, for a total judgment in the amount of \$123,650 (the "Judgment Amount"), with interest to accrue on the Judgment Amount from the date of entry of this judgment at the rate of 0.19 percent per annum—as provided by 28 U.S.C. § 1961(a);
- 2. Pursuant to 17 U.S.C. §§ 502(a) and 1203(b)(1) and 15 U.S.C. §§ 1114(2) and 1116(a), Defendants, and each of them, and their respective agents, servants, employees, successors, and assigns, and all other persons acting in concert or conspiracy with Defendants or affiliated with Defendants, are permanently enjoined and restrained from:
- (a) copying, reproducing, distributing, or using any unauthorized copies of Autodesk's copyrighted software products;
  - (b) otherwise infringing any of Autodesk's copyrights;
- (c) manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technologies, products, services, devices, components, or parts thereof primarily designed to or produced for the purpose of circumventing either a technological measure that effectively controls access to one or more of Autodesk's software products or a protection afforded by such a technological measure (collectively, "Circumvention Technology");
- (d) copying, reproducing, advertising, offering for sale, or distributing any goods or services in connection with the unauthorized use of any of Autodesk's trademarks or any other marks confusingly similar thereto;
- (e) using in any manner any of Autodesk's trademarks, any marks confusingly similar thereto, or reproductions, counterfeits, copies, or colorable imitations thereof in connection with any of Defendants' goods or services in such a manner that is likely to create the

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