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11 Telephone: (843) 797-2459

12 Defendant, *in pro se*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

15
16 Adobe Systems Incorporated,)
17 Plaintiff,) Case No. C10-3626 LHK
18 v.) [PROPOSED] PERMANENT
19 Karl Karst, an individual and d/b/a Fox Tree) INJUNCTION AND DISMISSAL WITH
Software and Does 1 – 10, inclusive,) PREJUDICE
20 Defendants.)

21
22 The Court, having read and considered the Joint Stipulation for Permanent Injunction and
23 Dismissal with Prejudice that has been executed by Plaintiff Adobe Systems Incorporated
24 (“Plaintiff”) and Defendant Karl Karst, an individual and d/b/a Fox Tree Software (“Defendant”) in
25 this action, and good cause appearing therefore, hereby:

26 ORDERS that based on the Parties’ stipulation and only as to Defendant, his successors,
27 heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:
28

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

2) Plaintiff is the owner of all rights in and to the copyright and trademark registrations listed in Exhibits A and B attached hereto and incorporated herein by this reference (collectively referred to herein as “Plaintiff’s Properties”).

3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s Properties or substantially similar likenesses or colorable imitations thereof.

4) Defendant and his agents, servants, employees and all persons in active concert and participation with them who receive actual notice of the Injunction are hereby restrained and enjoined from:

a) Infringing Plaintiff’s Properties, either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product which features any of Plaintiff’s Properties (“Unauthorized Products”), and specifically from:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Products or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiff’s Properties;

ii) 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 Properties;

iii) Engaging in any conduct that tends falsely to represent, or is likely to confuse, mislead or deceive purchasers, Defendant’s customers and/or members of the public to believe, that the actions of Defendant, the products sold by Defendant,

1 or Defendant himself are connected with Plaintiff, are sponsored, approved or
2 licensed by Plaintiff, or are affiliated with Plaintiff;

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

8 5) Each side shall bear its own fees and costs of suit.

9 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

10 7) This Injunction shall be deemed to have been served upon Defendant at the time of its
11 execution by the Court.

12 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to
13 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
14 Injunction against Defendants.

15 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
16 enter such further orders as may be necessary or appropriate to implement and enforce the
17 provisions of this Injunction.

18 10) The above-captioned action shall, upon filing by Plaintiff of the Joint Stipulation re Entry
19 of [Proposed] Judgment and [Proposed] Final Judgment and requesting entry of judgment against
20 Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

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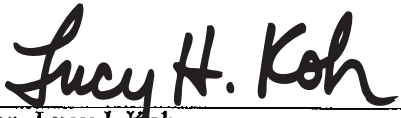
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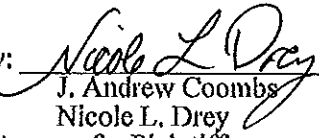
11) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED: November 5, 2010


Hon. Lucy H. Koh
Judge, United States District Court
for the Northern District of California

PRESENTED BY:

J. Andrew Coombs,
A Professional Corporation

By: 
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff
Adobe Systems Incorporated

Karl Karst, an individual and
d/b/a Fox Tree Software

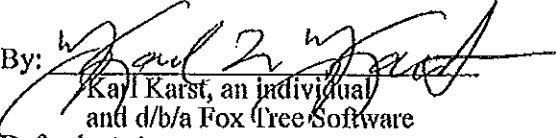
By: 
Karl Karst, an individual
and d/b/a Fox Tree Software
Defendant, *in pro se*

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

