

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION, a Washington
corporation,

Plaintiff,

v.

AVENTIS SYSTEMS, INC., a Georgia
Corporation,

Defendants.

No. 2:16-cv-01234-RSM

STIPULATED PERMANENT
INJUNCTION

STIPULATION

Plaintiff Microsoft Corporation and Defendant Aventis Systems, Inc., by and through their respective counsel of record, hereby stipulate and agree to entry of the permanent injunction below.

1 DATED this 8th day of November, 2017.

2
3 DAVIS WRIGHT TREMAINE LLP
Attorneys for Plaintiff Microsoft Corp.

SIMBURG, KETTER, SHEPPARD & PURDY, LLP
Attorneys for Aventis Systems, Inc.

4
5 By s/ Bonnie E. MacNaughton
Bonnie E. MacNaughton, WSBA #36110
James H. Wendell, WSBA #46489
6 Lauren Dorsett, WSBA #43110
1201 Third Avenue, Suite 2200
7 Seattle, WA 98101-3045
Tel: (206) 622-3150
8 Fax: (206) 757-7700
Email: bonniemacnaughton@dwt.com
9 jamiewendell@dwt.com
laurendorsett@dwt.com

By s/ Kenneth Sheppard
Kenneth Sheppard, WSBA #5899
Melvyn J. Simburg, WSBA #4773
999 Third Avenue, Suite 2525
Seattle, WA 98101-4089
Tel: (206) 382-2600
Fax: (206) 223-3929
Email: ksheppard@sksp.com
msimburg@sksp.com

10
11
12 **PERMANENT INJUNCTION**

13 Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that
14 Defendant Aventis and its directors, principals, officers, successors and assigns are enjoined
15 and restrained from:

16 1. Copying or making any other infringing use or infringing distribution of
17 Microsoft's software and other intellectual property, including product activation keys
18 decoupled from their original licensed software;

19 2. Manufacturing, assembling, producing, distributing, offering for distribution,
20 circulating, selling, offering for sale, advertising, importing, promoting or displaying any
21 Microsoft software or other intellectual property bearing any simulation, reproduction,
22 counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service
23 marks, or copyrights, except as permitted by law or as otherwise authorized or allowed by
24 Microsoft;

25 3. Using any simulation, reproduction, counterfeit, copy, or colorable imitation of
26 Microsoft's registered trademarks, service marks or copyrights in connection with the
27 manufacture, assembly, production, distribution, offering for distributing, circulation, sale,

1 offering for sale, import, advertisement, promotion, or display of any software, component,
2 and/or other item not authorized or licensed by Microsoft;

3 4. Using any false designation of origin or false or misleading description or false
4 or misleading representation that can or is likely to lead the trade or public or individuals
5 erroneously to believe that any software, component, and/or other item has been manufactured,
6 assembled, produced, distributed, displayed, licensed, sponsored, approved or authorized by or
7 for Microsoft, when such is not true in fact;

8 5. Engaging in any other activity constituting an infringement of any of
9 Microsoft's trademarks, services marks, and/or copyrights, or of Microsoft's rights in, or right
10 to use or to exploit, such trademarks, services marks and/or copyrights; and/or

11 6. Assisting, aiding, or abetting any other person or business entity in engaging in
12 or performing any of the activities listed above.

13
14 DATED THIS 8th day of November, 2017.

15
16
17 

18 RICARDO S. MARTINEZ
19 CHIEF UNITED STATES DISTRICT JUDGE