

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION,  
a Washington corporation,

Plaintiff,

v.

COMPUTER SOFTWARE PLUS, INC.,  
a New York corporation d/b/a  
COMPUTERSOFTWAREPLUS.COM; and  
ISAAC ABADY, an individual,

Defendants.

No. 2:17-cv-00483-RAJ

STIPULATION FOR ENTRY OF  
PERMANENT INJUNCTION

Plaintiff Microsoft Corporation and Defendants Computer Software Plus, Inc., and Isaac Abady, by and through their respective counsel of record, hereby stipulate and agree to entry of the permanent injunction below.

DATED this 12th day of March, 2018.

DAVIS WRIGHT TREMAINE LLP  
*Attorneys for Plaintiff Microsoft Corp.*

NOLD MUCHINSKY PLLC  
*Attorneys for Defendants Computer Software Plus, Inc., and Isaac Abady*

By s/ Bonnie E. MacNaughton  
Bonnie E. MacNaughton, WSBA #36110  
Ross Siler, WSBA #46486  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Tel: (206) 622-3150  
Fax: (206) 757-7700  
Email: [bonniemacnaughton@dwt.com](mailto:bonniemacnaughton@dwt.com)  
[ross.siler@dwt.com](mailto:ross.siler@dwt.com)

By s/ David A. Nold  
David A. Nold, WSBA #19009  
Brian M. Muchinsky, WSBA #31860  
10500 NE 8th Street, Suite 930  
Bellevue, WA 98004  
Tel: (425) 289-5555  
Fax: (425) 289-6666  
Email: [dnold@noldmuchlaw.com](mailto:dnold@noldmuchlaw.com)  
[bmuchinsky@noldmuchlaw.com](mailto:bmuchinsky@noldmuchlaw.com)

1 **PERMANENT INJUNCTION**

2 Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that  
3 Defendants Computer Software Plus, Inc., and Isaac Abady, and their directors, principals,  
4 officers, successors and assigns are permanently enjoined and restrained from:

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

8 2. Manufacturing, assembling, producing, distributing, offering for distribution,  
9 circulating, selling, offering for sale, advertising, importing, promoting or displaying any  
10 Microsoft software or other intellectual property bearing any simulation, reproduction,  
11 counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service  
12 marks, or copyrights;

13 3. Using any simulation, reproduction, counterfeit, copy, or colorable imitation of  
14 Microsoft's registered trademarks, service marks or copyrights in connection with the  
15 manufacture, assembly, production, distribution, offering for distributing, circulation, sale,  
16 offering for sale, import, advertisement, promotion, or display of any software, component,  
17 and/or other item not authorized or licensed by Microsoft;

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

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

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

1           7.       In addition, pursuant to stipulation of the parties, Defendant Isaac Abady is  
2 permanently enjoined and restrained from selling, offering, marketing, advertising, or  
3 distributing *any and all* Microsoft software and related components, including product  
4 activation keys, or any other Microsoft product or service, whether in his individual capacity or  
5 for any entity.

6           8.       Defendant Isaac Abady is also permanently enjoined and restrained from  
7 applying for and/or participating in the Microsoft Partner Network, whether in his personal  
8 capacity or through any entity with which he is an owner, manager, employee, contractor, or is  
9 otherwise affiliated.

10  
11           DATED THIS 19<sup>th</sup> DAY OF MARCH, 2018.

12  
13  
14           

15           The Honorable Richard A. Jones  
16           United States District Judge