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11 UNITED STATES DISTRICT COURT

12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 SAN FRANCISCO DIVISION

14 ROBERT JACOBSEN, ) No. C06-1905-JSW  
 )  
 15 Plaintiff, ) **STIPULATED PERMANENT**  
 ) **INJUNCTION**  
 16 v. )  
 )  
 17 MATTHEW KATZER, et al., )  
 )  
 18 Defendants. )  
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1 Pursuant to the parties' stipulation, and good cause appearing, the Court enters this  
2 permanent injunction as follows:

3 1. Defendants and any and all persons or entities acting at their direction or in concert  
4 with them, including, without limitation, their agents, employees, independent contractors,  
5 successors, or assignees, are permanently enjoined from: (1) Reproducing, by download or  
6 otherwise, JMRI Material, except that legal counsel representing Defendants may download such  
7 Material for purposes of such representation only; (2) modifying JMRI Material; or (3) distributing  
8 JMRI Material.  
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10 "JMRI Material" refers to any expression made available to the public as part of the JMRI  
11 project. The term includes but is not limited to all or any part of any version of code (executable or  
12 not), data, text, images, comments on listservs or websites, scripts or other expression used with  
13 code, or other expressive content. The term also includes the functions, methods, algorithms, or  
14 techniques such expression implements, describes, or performs.  
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16 "JMRI Material" includes the selection or arrangement by JMRI Developers of data  
17 originating with third parties, but the term does not extend to such data in its original form. In  
18 particular the term does not extend to, without limitation, data originating with model railroad  
19 equipment manufacturers or with the National Model Railroad Association.  
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21 This injunction does not extend to reproduction, modification, or distribution of data that  
22 originates from sources other than JMRI Developers. This exception to the scope of the injunction  
23 extends to, without limitation, data originating with model railroad manufacturers or with the  
24 National Model Railroad Association.


25 2. Defendants are permanently enjoined from registering as a trademark or domain  
26 name any mark used to designate the JMRI project or its work product, including, without  
27 limitation, "PanelPro," "DecoderPro," "SoundPro," "LocoTools," "JMRI demo," "SignalPro,"  
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“DispatcherPro,” and “Logix.” Defendants may, however, continue to use their “Computer Dispatcher Pro” mark, and this provision does not extend to such use.

SO ORDERED

Dated February 22, 2010



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The Hon. Jeffrey S. White