

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

<b>MICROSOFT CORPORATION,</b>	§	<b>CIVIL ACTION NO:</b>
	§	
<b>Plaintiff</b>	§	<b>03:08CV 1602 RNC</b>
	§	
<b>vs.</b>	§	<b>February 20, 2009</b>
	§	
<b>KENT JOHNSON, an individual, d/b/a</b>	§	
<b>COMPATIBLE COMPUTERS,</b>	§	
	§	
<b>Defendant.</b>	§	

**PLAINTIFF'S DEMAND AND DAMAGES ANALYSIS**

Pursuant to the Settlement Conference Order issued by the Court, the Plaintiff, Microsoft Corporation ("Microsoft"), hereby submits this demand and damages analysis with respect to the above-referenced matter. Microsoft will settle this matter for a payment of \$35,000 plus the entry of a stipulated permanent injunction prohibiting future infringement.

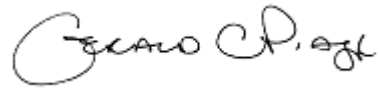
In addition to the damages set forth below, Microsoft notes that this litigation is also focused on various injunctive and other equitable relief which is not fully explored in the below analysis.

- Microsoft will elect statutory damages for copyright and trademark infringement. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504(c)(2), Microsoft may seek up to \$2,000,000 per counterfeit trademark and \$150,000 per copyright willfully infringed. For non-willful infringement, Microsoft may seek up to \$200,000 per trademark and \$30,000 per copyright. Here, Defendant has infringed at least nine copyrights and eight trademarks and service marks when he distributed counterfeit and infringing Windows XP and Office 2003. This total

amount that Microsoft will seek is subject to additional discovery regarding the scope of Defendant's infringement and the extent of Defendant's willfulness.

- Microsoft will also seek attorneys' fees and costs, which are continuously accruing and currently exceed \$3,133.00 through January 31, 2009.
- Microsoft will also seek the entry of a permanent injunction to prevent Defendant's future infringement.
- On its state law Connecticut Unfair Trade Practices Act (CUTPA) and Unfair Competition claims, Microsoft will seek its actual/compensatory damages, the exact figure for which is subject to ongoing discovery, as well as exemplary damages for reckless, willful, and/or intentional tortious conduct. Microsoft would note that the extent of its actual damages may be impacted by the results of the accounting that it has requested in its Complaint.
- On its CUTPA claim, and pursuant to that Act, Microsoft will further seek its attorneys' fees and costs (which, through January 31, 2009, exceed \$3,133.00, but are continuously accruing), as well as appropriate punitive damages pursuant to statute, in an amount to be determined by the Court. Microsoft will also seek the entry of permanent injunction to prevent Defendants' future unfair trade practices.

Respectfully submitted,



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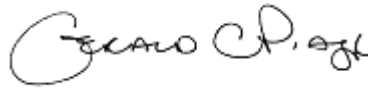
ATTORNEYS FOR PLAINTIFF  
MICROSOFT CORPORATION

**CERTIFICATION**

I hereby certify that, on the date hereon, a copy of the foregoing was served by electronic mail upon the following party:

Defendant:

Kent Johnson  
233 E Main Street  
Torrington, CT 06790  
(860) 626-8486  
Kent@comp2.com



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Gerald C. Pia, Jr.