

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

WIZARDS OF THE COAST LLC, a Delaware  
limited liability company,

Plaintiff,

v.

MIKE BECKER, an individual, and ARTHUR  
LE, an individual,

Defendants.

No. C09-0461 RSM

[PROPOSED] FINAL JUDGMENT ON  
CONSENT

NOTED FOR CONSIDERATION: July 30, 2009

I. CONFESSION OF JUDGMENT

Defendant Arthur Le confesses and consents to judgment in favor of Plaintiff Wizards of the Coast LLC ("Wizards") and authorizes the Court to enter judgment granting monetary and permanent injunctive relief in favor of Wizards and against Defendant Le as set forth below.

Defendant Le acquired an unprotected copy of Wizards' publication of 4th Edition Dungeons & Dragons® *Player's Handbook*® 2 ("*Player's Handbook 2*") from OneBookShelf, Inc., through its DriveThruRPG website. Defendant Le then made and distributed unauthorized copies of *Player's Handbook 2*. Defendant Le's unlawful copying and distribution of *Player's Handbook 2* has caused significant damage to Wizards.

Defendant Le confesses and consents to judgment as follows:

[PROPOSED] CONSENT JUDGMENT (C09-0461) - 1

1           1. Defendant Le consents to this Court's jurisdiction over the subject matter at issue  
2 in this action.  
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5           2. Defendant Le consents to this Court's personal jurisdiction over him for the  
6 purposes of entry and enforcement of this Final Judgment on Consent and all related matters.  
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9           3. Defendant Le consents to entry of this judgment for monetary relief against him  
10 and in favor of Wizards as a remedy for Defendant Le's direct copyright infringement, as alleged  
11 in the First Cause of Action of Wizards' Complaint. Defendant Le consents to entry of such  
12 judgment in the total amount of One Hundred Thousand Dollars (\$100,000).  
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16           4. Defendant Le consents to entry of this judgment for permanent injunctive relief  
17 against him and in favor of Plaintiff Wizards immediately, permanently, and forever enjoining  
18 Defendant Le, his agents, representatives, and any other persons in active concert or participation  
19 with him who receive actual notice of this Final Judgment on Consent by personal service or  
20 otherwise from directly or indirectly infringing Wizards' (including its parent's, subsidiaries', or  
21 affiliates') rights in any copyrighted work, whether now in existence or later created, including,  
22 without limitation, by unlawfully copying, reproducing, displaying, creating derivative works, or  
23 distributing such works. By way of example, such prohibited conduct includes, but is not limited  
24 to, copying, reproducing, uploading, downloading, distributing, or making available for copying  
25 or distribution by any online media distribution system, such as file-sharing websites, peer-to-  
26 peer networks, and other online communication systems.  
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29           5. Defendant Le further consents to entry of injunctive relief ordering him to destroy  
30 immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized copies  
31 of Wizards' copyrighted works in his possession, custody, or control, including, but not limited  
32 to, any such copies uploaded or otherwise made available on any file-sharing site, peer-to-peer  
33 network, or other online communication system.  
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36           6. Defendant Le agrees and stipulates that this Final Judgment on Consent is final  
37 and may not be appealed by either party.  
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1 7. This Final Judgment on Consent does not affect any rights or claims Defendant  
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3 Le may have against third parties, including, but not limited to, OneBookShelf, Inc.  
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5 DATED this 29<sup>th</sup> day of July, 2009.  
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8 Arthur Le  
9 ARTHUR LE  
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14 **II. VERIFICATION**

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16 I, Arthur Le, verify under oath that the above Confession of Judgment is agreed to, and  
17 stipulated to, by me.  
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21 Arthur Le  
22 ARTHUR LE  
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27 **III. ASSENT BY PLAINTIFF**

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29 Plaintiff Wizards of the Coast LLC assents to the entry of this Final Judgment on Consent  
30 agreed to, stipulated to, and authorized by Defendant Arthur Le.  
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32 DATED this 29<sup>th</sup> day of July, 2009.  
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36 **WIZARDS OF THE COAST LLC**

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38 By [Signature]  
39 Its SUP. ENGRS  
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#### IV. JUDGMENT

Having reviewed this [Proposed] Final Judgment on Consent granting monetary and injunctive relief in favor of Wizards of the Coast LLC against Defendant Arthur Le, based on the foregoing Confession of Judgment, Verification, and Assent by Plaintiff, the Court enters judgment as follows:

1. The Court has jurisdiction over the subject matter at issue in this action.
2. The Court has personal jurisdiction over Defendant Le for the purposes of entry and enforcement of this Final Judgment on Consent and enforcement of all related matters.
3. Judgment for monetary relief is awarded against Defendant Le and in favor of Plaintiff Wizards of the Coast LLC in the amount of One Hundred Thousand Dollars (\$100,000) for Defendant Le's direct copyright infringement of Plaintiff's copyrighted work.
4. Judgment for permanent injunctive relief is awarded against Defendant Le and in favor of Plaintiff Wizards of the Coast LLC. Defendant Le, his agents, representative, and any other persons in active concert or participation with him who receive actual notice of this Final Judgment on Consent by personal service or otherwise are immediately and permanently and forever enjoined from directly or indirectly infringing Plaintiff's (including its parent's, subsidiaries', and affiliates') rights in any copyrighted work, whether now in existence or later created, including, without limitation, by unlawfully copying, reproducing, displaying, creating derivative works, or distributing such works. By way of example, such prohibited conduct includes, but is not limited to, copying, reproducing, uploading, downloading, distributing, or making available for copying or distribution by any online media distribution system, such as file-sharing websites, peer-to-peer networks, and other online communication systems.
5. Defendant Le is further ordered to destroy immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized copies of Wizards' copyrighted works in his possession, custody, or control, including, but not limited to, any such copies uploaded or

1 otherwise made available on any file-sharing site, peer-to-peer network, or other online  
2  
3 communication system.  
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5 6. Each party shall bear its or his own attorneys' fees, costs, and expenses.  
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7 7. Given Defendant Le's confession of judgment, there is no just reason to delay  
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9 entry of final judgment against Defendant Le.  
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11 8. This Final Judgment on Consent may not be appealed by either party.  
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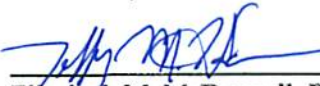
13 9. This Final Judgment on Consent does not affect any rights or claims Defendant  
14  
15 Le may have against third parties, including, but not limited to, OneBookShelf, Inc.  
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17  
18 DATED this \_\_\_\_\_ day of July, 2009.  
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24 HONORABLE RICARDO S. MARTINEZ  
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27 Presented by:  
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31

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