

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

FINAL JUDGMENT ON CONSENT

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:

1 1. Defendant Le consents to this Court's jurisdiction over the subject matter at issue
2
3 in this action.

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5 2. Defendant Le consents to this Court's personal jurisdiction over him for the
6
7 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
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11 and in favor of Wizards as a remedy for Defendant Le's direct copyright infringement, as alleged
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13 in the First Cause of Action of Wizards' Complaint. Defendant Le consents to entry of such
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15 judgment in the total amount of One Hundred Thousand Dollars (\$100,000).
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17 4. Defendant Le consents to entry of this judgment for permanent injunctive relief
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19 against him and in favor of Plaintiff Wizards immediately, permanently, and forever enjoining
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21 Defendant Le, his agents, representatives, and any other persons in active concert or participation
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23 with him who receive actual notice of this Final Judgment on Consent by personal service or
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25 otherwise from directly or indirectly infringing Wizards' (including its parent's, subsidiaries', or
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27 affiliates') rights in any copyrighted work, whether now in existence or later created, including,
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29 without limitation, by unlawfully copying, reproducing, displaying, creating derivative works, or
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31 distributing such works. By way of example, such prohibited conduct includes, but is not limited
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33 to, copying, reproducing, uploading, downloading, distributing, or making available for copying
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35 or distribution by any online media distribution system, such as file-sharing websites, peer-to-
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37 peer networks, and other online communication systems.
38

39 5. Defendant Le further consents to entry of injunctive relief ordering him to destroy
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41 immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized copies
42
43 of Wizards' copyrighted works in his possession, custody, or control, including, but not limited
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45 to, any such copies uploaded or otherwise made available on any file-sharing site, peer-to-peer
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47 network, or other online communication system.
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49 6. Defendant Le agrees and stipulates that this Final Judgment on Consent is final
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51 and may not be appealed by either party.

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 24th day of July, 2009.
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8 /s/
9 _____
10 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 /s/
22 _____
23 ARTHUR LE
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26 **III. ASSENT BY PLAINTIFF**
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28 Plaintiff Wizards of the Coast LLC assents to the entry of this Final Judgment on Consent
29 agreed to, stipulated to, and authorized by Defendant Arthur Le.
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31 DATED this 29th day of July, 2009.
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35 **WIZARDS OF THE COAST LLC**
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39 By /s/ Mike Mayhew
40 _____
41 Its SVP Finance
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IV. JUDGMENT

Having reviewed this 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
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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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18 DATED this _11_ day of August, 2009.
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28 RICARDO S. MARTINEZ
29 UNITED STATES DISTRICT JUDGE
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34 Presented by:
35

36 **PERKINS COIE LLP**
37
38
39

40 /s/
41 Elizabeth M. McDougall, WSBA # 27026
42 Jeffrey M. Hanson, WSBA # 34871
43 Perkins Coie LLP
44 1201 Third Avenue, Suite 4800
45 Seattle, WA 98101-3099
46 Telephone: 206-359-8000
47 Fax: 206-359-9000
48
49

50 Attorneys for Plaintiff
51 Wizards of the Coast LLC