

September 18, 2015

Via Email – [REDACTED]
Original via First Class Mail

Ramar Larkin Jones
[REDACTED]

Re: The Pokémon Company International, Inc. v. Ramar Larkin Jones, et al.
Western District of Washington Case No.: 2:15-cv-01372-JPD

Dear Mr. Jones:

I am writing to discuss a possible settlement of the claims of The Pokémon Company International, Inc. (“TPCi”) against you in the case referenced above.

During our telephone call on September 15, 2015, you told me that you are not represented by a lawyer in this action. If that has changed, and you do have a lawyer representing you, please forward this letter to him or her, and ask him or her to contact me. Also, as I stated during our telephone conversation, I represent only TPCi in this matter. I am not your lawyer, and cannot advise you on how to proceed in this case.

TPCi is willing to settle this lawsuit on the terms set forth in the enclosed Final Judgment and Permanent Injunction. As you will see, the Final Judgment and Permanent Injunction includes a judgment in the amount of \$5,400 for costs and attorney’s fees. Currently, those costs consist of a \$400 filing fee and attorney’s fees amount to \$5,000. Those fees will increase if additional lawyer time is required to finalize this settlement, and, if that occurs, TPCi reserves the right to request that the parties increase the amount set in the Final Judgment and Permanent Injunction for costs and fees to cover those additional fees.

TPCi wishes to present the Final Judgment and Permanent Injunction to the court with a Joint Motion for Entry of Final Judgment and Permanent Injunction. I am enclosing a draft of that document too.

If the Final Judgment and Permanent Injunction and the Joint Motion for Entry of Final Judgment and Permanent Injunction are acceptable to you, please sign the Final Judgment and Permanent Injunction in the signature block on page 5, line 14, and please sign the Joint Motion

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for Entry of Final Judgment and Permanent Injunction in the signature block on page 1, line 26, then return both to me. A stamped return envelope is enclosed for your use.

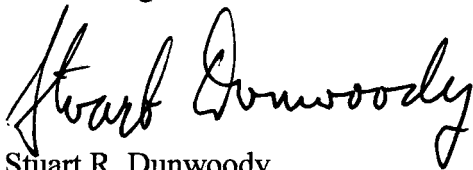
Also during our telephone call on September 15, I told you that TPCi has granted you an extension of the deadline for filing and serving an Answer to the Complaint in this matter. Without an extension, that deadline would have been Friday, September 18, 2015. I also told you that I would give you at least five days advance notice of the date by which you would need to get your Answer filed if the parties do not reach a settlement. Accordingly, this letter confirms that you have an extension to and including Friday, September 25, 2015 to file and serve an Answer to the Complaint. If I receive signed copies of the Final Judgment and Permanent Injunction and the Joint Motion for Entry of Final Judgment and Permanent Injunction from you by no later than 4:30 p.m. on September 24, 2015, I will grant you a further extension of time to file an Answer.

You have the right to be represented by a lawyer in this matter, and to have a lawyer review the Final Judgment and Permanent Injunction and Joint Motion for Entry of Final Judgment and Permanent Injunction, and advise you on whether you should agree to them. I urge you to consult a lawyer if you have any questions as to the meaning of the enclosed documents and whether you should agree to them.

I look forward to receiving signed copies of the Final Judgment and Permanent Injunction and the Joint Motion for Entry of Final Judgment and Permanent Injunction from you by no later than 4:30 p.m. on September 24, 2015, or comments on those documents from you or from a lawyer that you may hire. Once I receive the signed documents from you, I will insert the "Note on Motion Calendar" date into the blank on page 1 of the Joint Motion for Entry of Final Judgment and Permanent Injunction and will file both documents with the court. I will, of course, provide you with copies of the documents that are filed.

Very truly yours

Davis Wright Tremaine LLP



Stuart R. Dunwoody

SRD:lym
Enclosures

cc: The Pokémon Company International, Inc. (w/ enc.)