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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

THE POKÉMON COMPANY  
INTERNATIONAL, INC., a Delaware  
corporation,

Plaintiff,

v.

RAMAR LARKIN JONES; ZACH SHORE; and  
RUCKUS PRODUCTIONS,

Defendants.

No. 2:15-cv-01372-JPD

FINAL JUDGMENT AND  
PERMANENT INJUNCTION

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

**FINDINGS AND CONCLUSIONS**

1. This is an action for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.* In the Complaint, Plaintiff The Pokémon Company International, Inc. (“TPCi”) sought, among other relief, injunctive relief under 17 U.S.C. § 502.

2. The Court has original subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338. Venue is proper in this Court under 28 U.S.C. § 1391(b).

FINAL JUDGMENT AND PERMANENT INJUNCTION

(2:15-cv-01372-JPD) - 1  
DWT 27886547v3 0087890-000027

Davis Wright Tremaine LLP  
LAW OFFICES  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
206.622.3150 main · 206.757.7700 fax

1           3.        The Complaint alleges, in part, that Defendants copied, reproduced, displayed  
 2 and distributed TPCi's copyrighted Pokémon works without authorization, thereby infringing  
 3 TPCi's copyrighted works.

4           4.        Defendant Ruckus Productions is a trade name used by Defendant Ramar Larkin  
 5 Jones ("Jones").

6           5.        TPCi has previously dismissed its claims against Defendant Zach Shore without  
 7 prejudice.

8           6.        TPCi is the prevailing party in this action within the meaning of 17 U.S.C.  
 9 § 505.

### 10    **FINAL JUDGMENT**

11            Judgment is entered in favor of TPCi and against Jones, individually and doing business  
 12 as Ruckus Productions ("Defendant Jones").

### 13    **INJUNCTION**

14           1.        For the purposes of this Permanent Injunction, the following definitions apply:

15                       (a)        "Copyrighted Work" shall mean any work, or portion thereof, whether  
 16 now in existence or later created, in which TPCi, or a parent, subsidiary  
 17 or affiliate of TPCi owns or controls a valid and subsisting exclusive  
 18 right under the Copyright Act, 17 U.S.C. § 101 *et seq.*

19                       (b)        "Infringing Work" shall mean any unauthorized scan, copy,  
 20 reproduction, counterfeit, derivative work or other colorable imitation of  
 21 the Copyrighted Works or any part thereof.

22                       (c)        "Days" means calendar days, unless otherwise specified.

23           2.        Defendant Jones and his agents, servants, employees, assigns, and all those in  
 24 active concert or participation with any of them ("Enjoined Parties"), who receive actual notice  
 25 of this Permanent Injunction by personal service or otherwise, are ORDERED and ENJOINED  
 26 as follows:

#### FINAL JUDGMENT AND PERMANENT INJUNCTION

- 1 (a) Effective immediately upon the entry of this Permanent Injunction, the  
2 Enjoined Parties are permanently enjoined from infringing the  
3 Copyrighted Works, either directly or contributorily, including generally  
4 but not limited to, by copying, reproducing, displaying, promoting,  
5 marketing, advertising, offering for sale or otherwise disposing of or  
6 distributing any Infringing Work.
- 7 (b) Effective immediately upon the entry of this Permanent Injunction, the  
8 Enjoined Parties are permanently enjoined from inducing, aiding,  
9 abetting, contributing to, or otherwise assisting anyone in infringing  
10 upon any Copyrighted Work.
- 11 (c) Within seven (7) days of the entry of this Permanent Injunction,  
12 Defendant Jones shall remove from websites, including but not limited to  
13 Facebook.com and Eventbrite.com, all Infringing Works that he has  
14 posted there.
- 15 (d) Within seven (7) days of the entry of this Permanent Injunction,  
16 Defendant Jones shall delete or destroy each and every copy of an  
17 Infringing Work in their possession, custody or control.
- 18 (e) Within fourteen (14) days of the entry of this Permanent Injunction,  
19 Defendant Jones shall deliver to Stuart R. Dunwoody, Davis Wright  
20 Tremaine LLP, Suite 2200, 1201 Third Avenue, Seattle, Washington  
21 98101-3045, counsel for TPCi in this matter, a declaration signed under  
22 penalty of perjury in compliance with 28 U.S.C. § 1746, certifying that  
23 he has complied with the removal and destruction of the Infringing  
24 Works as ordered herein.

25 3. If TPCi believes that Defendant Jones has violated any provision of this  
26 Permanent Injunction, TPCi will provide him with written notice of the alleged violation and  
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1 Defendant Jones will have three (3) days after receipt of the notice to cure the alleged violation.  
2 If the alleged violation is not cured by the expiration of this 3-day period, TPCi may pursue any  
3 and all actions and relief in connection with the alleged violation.

4 **BINDING EFFECT**

5 IT IS FURTHER ORDERED that this Permanent Injunction shall be binding upon and  
6 inure to the benefit of the parties and all successors, assigns, parent entities, subsidiaries,  
7 officers, directors, members, shareholders, distributors, agents, affiliates, and all other persons  
8 who are in active concert or participation with anyone described herein, who receive actual  
9 notice of this Permanent Injunction by personal service or otherwise.

10 **AWARD OF COSTS AND ATTORNEY'S FEES**

11 IT IS FURTHER ORDERED that, pursuant to 17 U.S.C. § 505, judgment is entered in  
12 favor of The Pokémon Company International, Inc. and against Ramar Larkin Jones,  
13 individually and doing business as Ruckus Productions, in the amount of Five Thousand Four  
14 Hundred Dollars and Zero Cents (\$5,400.00) for costs, including a reasonable attorney's fee.

15 **RETENTION OF JURISDICTION**

16 IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this action for  
17 purposes of construing, modifying, and enforcing this Permanent Injunction.

18 IT IS SO ORDERED.

19 DATED this \_\_\_\_ day of September, 2015.

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21 \_\_\_\_\_  
22 United States District Judge  
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1 Presented by:

2 Davis Wright Tremaine LLP  
3 Attorneys for Plaintiff  
4 The Pokémon Company International, Inc.

5 By s/Stuart R. Dunwoody  
6 Stuart R. Dunwoody, WSBA #13948

7 1201 Third Avenue, Suite 2200  
8 Seattle, WA 98101-3045  
9 Tel: (206) 757-8034  
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11 Email: [stuardunwoody@dwt.com](mailto:stuardunwoody@dwt.com)

12 Approved for entry:

13 Ramar Larkin Jones, *pro se*, individually and  
14 doing business as Ruckus Productions, Defendant

15 By \_\_\_\_\_  
16 Ramar Larkin Jones