

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SOLID OAK SKETCHES, LLC,

Plaintiff-
Counterdefendant,

v.

2K GAMES, INC. and TAKE-TWO
INTERACTIVE SOFTWARE, INC.,

Defendants-
Counterclaimants.

CASE NO. 1:16-cv-724-LTS-RLE

JOINT STIPULATION AND [~~PROPOSED~~] FINAL JUDGMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Solid Oak Sketches, LLC (“Solid Oak”), on the one hand, and Take-Two Interactive Software, Inc., 2K Games, Inc., and Visual Concepts Entertainment, LLC (“Take-Two”), on the other hand, (collectively, the “Parties,” and each a “Party”) that this Final Judgment be entered in the present action as set forth below without further notice or process:

WHEREAS, Solid Oak filed a lawsuit in the United States District Court for the Southern District of New York captioned *Solid Oak Sketches, LLC v. Visual Concepts, LLC, 2K Games, Inc. and Take-Two-Interactive Software Inc.*, No. 1:16-cv-724 (LTS)(RLE) (the “Litigation”), alleging that Take-Two infringed certain copyrights in tattoos;

WHEREAS, Take-Two filed counterclaims in the Litigation seeking a declaratory judgment of non-infringement based on the doctrines of *de minimis* use (Counterclaim I) and fair use (Counterclaim II), as well as fraud on the Copyright Office (Counterclaim III);

WHEREAS, on March 26, 2020, this Court granted Take-Two’s motion for summary judgment in its entirety and denied Solid Oak’s cross motion to exclude Take-Two’s expert

testimony (Dkt. No. 164) (the “Summary Judgment Order”), dismissing Solid Oak’s copyright infringement claim, and finding that *NBA 2K*’s use of the NBA Players’ Tattoos was *de minimis* use and fair use, and that Take-Two was licensed to ^{use} the tattoos, thereby resolving Take-Two’s Counterclaims I and II;

LTS

WHEREAS, Take-Two’s counterclaim for fraud on the Copyright Office was not resolved by the Summary Judgment Order;

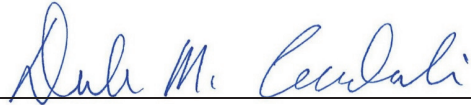
WHEREFORE, upon the consent and request of Solid Oak and Take-Two, IT IS HEREBY ORDERED, ADJUDGED, and DECREED THAT:

1. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Take-Two’s Counterclaim III (Fraud on the Copyright Office) is voluntarily dismissed with prejudice.
2. Final judgment is hereby entered in favor of Take-Two and against Solid Oak.
3. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the judgment. The Parties specifically consent to personal jurisdiction and venue in the United States District Court for the Southern District of New York
4. Each Party affirms that its consent to this Final Judgment is given freely and voluntarily, and after having had the opportunity to discuss same with its legal counsel.
5. The Clerk of the Court is hereby directed to mark this case closed.



Darren A. Heitner
HEITNER LEGAL, P.L.L.C.
1736 NE 7th Street
Fort Lauderdale, FL 33304
Telephone: (954) 558-6999
darren@heitnerlegal.com

Counsel for Plaintiff



Dale M. Cendali
Joshua L. Simmons
Christopher T. Ilardi
Miranda D. Means
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
dale.cendali@kirkland.com
joshua.simmons@kirkland.com
christopher.ilardi@kirkland.com
miranda.means@kirkland.com

Counsel for Defendants

IT IS SO ORDERED this 20th day of April, 2020.

/s/ Laura Taylor Swain

HON. LAURA T. SWAIN
United States District Judge