

HONORABLE ROBERT S. LASNIK



09-CV-01787-SUMM

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RICHARD BACH,

Plaintiff,

v.

SERGIO BAMBARÉN, a foreign individual;
HAY HOUSE, INC., a California corporation;
EDITORIAL PLANETA MEXICANA, S.A. de
C.V., a Mexican corporation; EDITORIAL
NORMA, S.A., a Colombian corporation;
EDITORIAL PLANETA S.A., a Spanish
corporation; PIPER VERLAG GmbH, a German
corporation; and READHOWYOUWANT, LLC,
an Australian corporation,

Defendants.

Case No. C09-1787 RSL

CONSENT JUDGMENT AND
PERMANENT INJUNCTION

~~PROPOSED~~

Plaintiff Richard Bach and Defendant Editorial Norma, S.A. ("Editorial Norma") have filed an Agreed Motion for Entry of Consent Judgment and Permanent Injunction and have agreed that it is in their mutual interest to resolve Plaintiff's claims against Editorial Norma without further legal proceedings.

Having considered the record, the joint nature of the motion, the Consent Judgment and Permanent Injunction, and the records and files herein, the Court finds the motion meritorious, and hereby finds that entry of the Consent Judgment and Permanent Injunction is appropriate.

Accordingly, the Court finds, concludes and orders as follows:

CONSENT JUDGMENT AND PERMANENT INJUNCTION
(C09-1787 RSL) - 1

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FINDINGS OF FACT

1. This Court has jurisdiction of the subject matter of this action and of the parties hereto.

2. The parties agree that Plaintiff is an author residing in the State of Washington, near Eastsound, Washington, in the Western District of Washington.

3. The parties agree that Defendant Editorial Norma, S.A. ("Editorial Norma") is a Colombian corporation with its principal place of business in Cali, Colombia.

4. The parties agree that the Editorial Norma has published, distributed and sold the book entitled variously in Spanish *El Delfin*, *El Delfin: La Historia de un Soñador*, and *El Delfin España* (collectively, "*El Delfin*"), which are Spanish language versions of the book entitled in English *The Dolphin: Story of a Dreamer* ("*The Dolphin*") by Defendant Sergio Bambarén, and that some of the sales of *El Delfin* published by Editorial Norma occurred in the United States.

5. The parties agree that Plaintiff owns the copyrights to the work *Jonathan Livingston Seagull: a Story* ("*Jonathan Livingston Seagull*") which is copyrightable subject matter protected under the Copyright Act, 17 U.S.C. § 101 *et seq.*

6. The parties agree that Editorial Norma licensed from Defendant Sergio Bambarén certain publishing rights with respect to his work *The Dolphin* under which Editorial Norma was granted rights to publish Spanish language versions of *The Dolphin* in specified areas of the world, including the United States.

7. The parties agree that Defendant Bambarén warranted to Editorial Norma that *The Dolphin* is an original work and that Defendant Bambarén is the sole proprietor of the copyright in that work.

8. The parties agree that Editorial Norma has ceased publication of the Spanish language versions of *The Dolphin*, entitled variously in Spanish *El Delfin*, *El Delfin: La Historia de un Soñador*, and *El Delfin España*.

9. Any Finding of Fact that is deemed to be a Conclusion of Law is hereby adopted as such.

CONCLUSIONS OF LAW

10. This is an action for copyright infringement arising under the Copyright Act, 17 U.S.C. § 101 *et seq.*

11. Editorial Norma admits that it published Defendant Bambarén's work, *The Dolphin*, in Spanish under the titles *El Delfin*, *El Delfin: La Historia de un Soñador*, and *El Delfin España*.

12. Editorial Norma has agreed that it has ceased and that it will permanently cease publishing Defendant Bambarén's work, *The Dolphin*. Accordingly, the Court concludes that a permanent injunction can and should be entered enjoining it from publishing *The Dolphin*.

13. Any Conclusion of Law that is deemed to be a Finding of Fact is hereby adopted as such.

14. **ACCORDINGLY, IT IS ORDERED, ADJUDGED AND DECREED** that, subject to the terms of the agreed permanent injunction detailed herein, Plaintiff's claims against Editorial Norma are dismissed with prejudice.

15. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant Editorial Norma, S.A. is permanently enjoined from publishing Defendant Bambarén's work, *The Dolphin*.

16. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party is to bear its own costs of court and attorneys' fees incurred in this cause. This constitutes a final dismissal of all claims asserted in this action, subject to the terms for enforcement specified herein.

17. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that no appeal shall be taken from this Consent Judgment and Permanent Injunction, that right having been

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expressly waived by the parties hereto. This Consent Judgment and Permanent Injunction shall

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be entered forthwith, without further notice, and the Clerk is directed to enter it forthwith.

ORDERED this 3rd day of March, 2011.



Robert S. Lasnik, United States District Judge