

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE POKÉMON COMPANY
INTERNATIONAL, INC.,

Plaintiff,

v.

SPREADSHIRT, INC.,

Defendant.

C15-832-TSZ

FINAL JUDGMENT AND PERMANENT
INJUNCTION AGAINST DEFENDANT
SPREADSHIRT, INC.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

FINDINGS AND CONCLUSIONS

1. This is an action brought by The Pokémon Company International, Inc. (“TPCi”) against Spreadshirt, Inc. (“Spreadshirt”), for copyright infringement and contributory copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.* In its Complaint, TPCi sought, in part, 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) and (c).

3. The Complaint alleges that Spreadshirt’s reproduction and distribution of TPCi’s copyrighted characters and images on t-shirts and other merchandise sold on Spreadshirt’s

1 website, www.spreadshirt.com (the “Spreadshirt Site”), and Spreadshirt’s inducement of, and
2 knowing contribution to, third parties’ similar conduct, infringes TPCi’s copyrighted works.

3 FINAL JUDGMENT

4 Judgment is entered in favor of TPCi against Spreadshirt.

5 INJUNCTION

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

7 (a) “Copyrighted Work” shall mean a work containing Pokémon content, or
8 portion thereof, in which TPCi, or a parent, subsidiary or affiliate of TPCi, at the time of
9 Spreadshirt’s conduct in question, owns or controls a valid and subsisting exclusive right under
10 the Copyright Act, 17 U.S.C. § 101 *et seq.*

11 (b) “Days” means calendar days, unless otherwise specified.

12 (c) “Infringement Image” shall mean an image provided by TPCi to
13 Spreadshirt and containing a Copyrighted Work, to be used by Spreadshirt to comply with this
14 Permanent Injunction.

15 (d) “Infringing Item” shall mean any product, good, or merchandise bearing
16 any, or comprising a, simulation, reproduction, counterfeit, copy, or colorable imitation of an
17 Infringement Image, or any part thereof, manufactured, sold, offered for sale, advertised,
18 marketed, and/or distributed by or on behalf of Spreadshirt in the past or in the future.

19 (e) “Third-Party Infringer” shall mean any individual and entity, other than
20 Spreadshirt or its officers, agents, servants, employees, or assigns, involved in the design or
21 creation of Infringing Items.

22 2. Spreadshirt and its officers, agents, servants, employees, assigns, and all those in
23 active concert or participation with any of them (collectively, the “Enjoined Parties”), who
24 receive actual notice of this Permanent Injunction by personal service or otherwise, are

25 ORDERED and ENJOINED as follows:

26 (a) Within ten (10) days of entry of this Permanent Injunction, TPCi will
27 provide to Spreadshirt a list of Infringement Images.

1 (b) Within ten (10) days of Spreadshirt's receipt of the list of Infringement
2 Images, the Enjoined Parties are permanently enjoined from infringing the Copyrighted Works,
3 either directly or contributorily, including generally, but not limited to, by manufacturing,
4 producing, selling, marketing, advertising, promoting, displaying, offering for sale or otherwise
5 disposing of or distributing any of the Infringing Items; and

6 (c) Within ten (10) days of Spreadshirt's receipt of the list of Infringement
7 Images, the Enjoined Parties are permanently enjoined from inducing, aiding, abetting,
8 contributing to, or otherwise assisting anyone in infringing upon any of the Copyrighted Works.

9 (d) Within ten (10) days of Spreadshirt's receipt of the list of Infringement
10 Images, the Enjoined Parties will: (i) destroy all Infringing Items in their possession, custody or
11 control, all marketing and advertising materials for the Infringing Items and all digital files
12 (except those kept for the purpose of complying with this injunction), screens, patterns, negatives
13 or other elements used for producing or manufacturing the Infringing Items; and (ii) notify all
14 warehouses, distributors or other similar entities to which Spreadshirt has sold or distributed the
15 Infringing Items, if any, demanding that each such entity destroy all Infringing Items in its
16 possession or return them to Spreadshirt for destruction. Spreadshirt will provide a sworn
17 affidavit to TPCi certifying that it has complied with the destruction of the Infringing Items as set
18 forth in this paragraph within two (2) days of the destruction.

19 3. It is further ORDERED that within ten (10) days of Spreadshirt's receipt of the
20 list of Infringement Images, Spreadshirt will provide to TPCi a full and complete accounting
21 with respect to all Infringing Items offered for sale prior to the date the accounting is provided,
22 that includes the following:

23 (a) with respect to Infringing Items for which there were no sales, the total
24 number of designs, in the aggregate, that were provided to Spreadshirt;
and

25 (b) with respect to Infringing Items for which there were sales, (i) the total
26 number of items produced with respect to each such Infringing Item, (ii)
27 the total number of items sold with respect to each such Infringing Item,

1 (iii) the total amounts received from the sale of each such Infringing Item;
2 and (iv) the total amounts paid to or received by all Third-Party Infringers
3 in connection with the sale of each such Infringing Item, including the
4 name of, and contact information for, each such Third-Party Infringer.

5 Spreadshirt will provide a sworn affidavit to TPCi at the time it provides the foregoing
6 accounting, certifying that the information contained in the accounting is true, accurate and
7 complete.

8 **BINDING EFFECT**

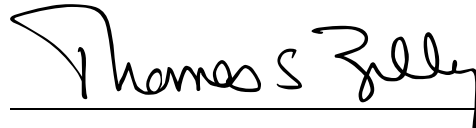
9 IT IS FURTHER ORDERED that this Permanent Injunction will be binding upon and
10 inure to the benefit of the parties and all successors, assigns, subsidiaries, officers, directors,
11 members, distributors, agents, affiliates, and all other persons who are in active concert or
12 participation with anyone described herein, who receive actual notice of this Permanent
13 Injunction by personal service or otherwise. Without limiting the foregoing, Spreadshirt will
14 ensure that any person or entity who purchases all or a portion of its assets or business of making
15 or printing products on demand has notice of this Permanent Injunction.

16 **RETENTION OF JURISDICTION**

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

19 IT IS SO ORDERED.

20 DATED this 23rd day of November, 2015.

21 

22 Thomas S. Zilly
23 United States District Judge