

Hall Declaration Exhibit B

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By Facsimile and Certified First Class Mail

November 5, 2007

Mr. R. Scott Jerger
Field Jerger LLP
610 SW Alder St. Suite 910
Portland OR 97205

Re: Defendants' copyright infringement and DMCA violations
Jacobsen v. Katzer et al., C06-1905 (N.D. Cal.)

Dear Mr. Jerger,

As you know, I represent Bob Jacobsen in the above-captioned matter. Bob Jacobsen is the owner and assignee of copyrights in JMRI 0.9, JMRI 1.0, JMRI 1.1, JMRI 1.2.5, JMRI 1.4, JMRI 1.6, JMRI 1.7.1, JMRI 1.7.3, JMRI 1.7.7, and JMRI 1.8. It has been offered under the original Artistic License, and is now offered under GNU's General Public License 2.0.

This software is very popular among model railroaders who use software to control trains on their layouts. As a testament to JMRI's quality, other manufacturers have sought licenses to use the software with their products. These manufacturers include Digoys, Railroad & Co., Litchfield Station, MTS Associates, and GPP Software.

As your clients have admitted, they introduced a competing product called Decoder Commander, in which they used JMRI materials in violation of, and outside the scope of, the terms of the license. Your clients never sought a license from Mr. Jacobsen for their use. They downloaded the software, and did what they pleased with it. Furthermore, they provided an infringing tool and instructions on its use to encourage others to engage in infringing conduct. Your clients thus are liable for infringing Mr. Jacobsen's copyrights. Any continued advertising, marketing, distribution, reproduction, or modification of products containing JMRI software, and any encouragement your clients give to third parties to use infringing software, constitutes willful infringement, and will give rise to exposure for increased damages. We believe you already know this, but for the record, any license your clients or their customers may have, has been and is revoked.

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Furthermore, your clients violated the DMCA by providing false copyright management information, and altering or removing JMRI copyright management information. Your clients never had the authority of Mr. Jacobsen to remove JMRI copyright notices, authors' names, and other JMRI information. Any continued use of JMRI materials without proper copyright management information will subject your clients to an award of statutory damages and attorneys fees.

Although your clients claim to have ceased using JMRI software, we find it difficult to believe that your clients created, from scratch, the work that took numerous programmers more than 5 years to create. As the Court properly noted in its August 17, 2007 ruling, the matter is not moot, in spite of any claims from your clients that all infringing activities have ended. We demand a working copy of your clients' software, plus any license keys necessary to make your client's software work, so that we may examine whether any JMRI material remains present.

We remain open to the possibility of your clients using JMRI materials, as long as that use is within the scope of the JMRI license. If your clients desire to use the materials in a manner that is not provided in the license, your clients must contact my client to make arrangements for that use.

My client is eager to resolve this matter. Accordingly, we demand your substantive response to this letter no later than the close of business, Pacific time, on November 15, 2007. We also demand that your clients deliver the software program, with license keys, to my client at 1927 Marin Ave., Berkeley CA 94707 by November 15, 2007. If you do not comply, we will take further steps to enforce Mr. Jacobsen's intellectual property rights.

Regards,

A handwritten signature in cursive script that reads "Victoria K. Hall".

Victoria K. Hall