

Date	October 29, 1998	Court	Tokyo District Court, 46th Civil Division
Case number	1995 (Wa) 19455		
– A case in which the court determined that the magazine articles about the interviews with the plaintiff individuals, who form a performer group named "SMAP," were works created by employees of the plaintiff publishing companies in the course of their duties at the initiative of these companies, and hence the copyrights for the articles belong not to the plaintiff individuals but to the plaintiff publishing companies.			

References: Article 2, paragraph (1), item (ii), and Article 15, paragraph (1) of the Copyright Act

Summary of the Judgment

1. In this court case, the plaintiff individuals, who form a performer group named "SMAP," and the plaintiff publishing companies, alleged against the defendants that the defendants' books, which were published and sold by the defendants, constitute a reproduction or an adaptation of the magazine articles authored by the plaintiffs (hereinafter referred to as the "plaintiffs' articles") and that the defendants' act constitutes infringement of the copyrights (the right of reproduction and the right of adaptation) and the moral rights of author (the right to integrity and the right of attribution) of the plaintiffs, and sought an injunction against the reproduction, etc. of the defendants' book[s], destruction thereof, publication of an apology, and payment of damages.

2. In this judgment, the court determined that the plaintiffs' articles were created by employees of the plaintiff publishing companies in the course of their duties at the initiative of these companies and therefore the copyrights for the articles do not belong to the plaintiff individuals but rather to the plaintiff publishing companies. In conclusion, the court partially upheld the claims of the plaintiff publishing companies, while dismissing the claims of the plaintiff individuals. In making this judgment, the court held as summarized below.

(1) The term "author" means "a person who creates a work" (Article 2, paragraph (1), item (ii) of the Copyright Act). This means that the person who has actually been involved in the process of creating a work may be regarded as the author of the work. A person cannot be regarded as the author of a work if that person merely provided an idea or topic or merely played a supportive role in the creation process, in other words, if that person may not be considered to have creatively expressed his/her thoughts or sentiments in the work in view of the degree and manner of his/her involvement in the creation process. In the case of a literary work in which expressions are presented in

the form of a text, as is the case with the plaintiffs' articles, which are alleged to be works of the plaintiffs in this court case, the person who has been creatively involved in the process of preparing a text and creating expressions used in the text should be considered to be the author of the work.

(2) In the case where an employee of a corporation, etc. makes a work in the course of his/her duties on the initiative of the corporation, etc., if the corporation, etc. makes it public as a work of its own authorship, the corporation, etc. would be regarded as the author unless otherwise stipulated (Article 15, paragraph (1) of the Copyright Act). The term "an employee of a corporation, etc." mentioned above may be interpreted not to be limited to a person who is in an employment relationship with the corporation, etc., but to be including any person who is in a position to follow the orders and instructions of the corporation, etc. in the production of a work and in agreement with the corporation, etc. to allow the corporation, etc. have the initial ownership of the copyright for the work.

(3) While it is the writers of the articles who were actually engaged in the production process and the actual creation of the text of the plaintiffs' articles, the writers were requested by the plaintiff publishing companies to produce the articles, and each writer wrote his or her article under the supervision and instructions of the relevant publishing company that made said request. The writers agreed that the plaintiff publishing companies would have the initial ownership of the copyrights for the plaintiffs' articles. Therefore, the plaintiffs' articles may be considered to be works created by employees of the plaintiff publishing companies in the course of their duties at the initiative of these companies. Consequently, the plaintiff publishing companies may be found to be the authors of the plaintiffs' articles.

(4) The plaintiffs' articles may be found, from the format thereof, to consist primarily of the oral statements of the plaintiff individuals. In the case of a text of a magazine article, etc. produced based on the oral statements made in an interview, etc., the person who made those oral statements could be regarded as one of the following, depending on to what extent and in what manner said person was involved in the process of creating the text: [i] a joint author of the text together with the writer, [ii] the author of the original work from which the text was created as a derivative work, or [iii] a person who cannot be regarded as the author because he/she merely provided materials to create a text. In other words, only in the case where the person who made oral statements is creatively involved in the creation of expressions as a text, such as the case where the oral statements were directly turned into a text or the case where the person who made oral statements reads the manuscript created based on the oral

statements and makes necessary modifications in the expressions used in the text, such as making additions to or deletions from those expressions, said person should be interpreted to be, independently or jointly with the writer, the author of the text. On the other hand, in the case where an interviewee answers already-prepared questions, if the writer selectively summarizes the interviewee's answers in accordance with the purpose, policy, etc. of the writer's project and makes modifications in the expressions used in the text, such as making additions to and deletions from those expressions, the interviewee may not be considered to have been creatively involved in the process of creating expressions used in the text as long as the interviewee has not been involved in the aforementioned modification process. Since the interviewee may be considered to have merely provided materials for creation of a text, the interviewee should not be interpreted to be the author of the text.

(5) There would be no evidence to indicate that the plaintiff individuals took part in the interview with any awareness that their oral statements would be turned into a text without any modifications. Neither would there be any evidence to imply that plaintiff individuals have read the manuscripts of the articles and made modifications in the content thereof and the expressions used therein, such as making additions to and deletions from the manuscripts. In light of the background circumstances that led to the creation of the plaintiffs' articles, the interviews with the plaintiff individuals may be considered to have been conducted solely for the purpose of collecting materials to be used for preparation of the plaintiffs' articles in accordance with the purposes of the projects of the plaintiff publishing companies. Thus, the plaintiff individuals may not be recognized as the authors of the plaintiffs' articles.

Judgment rendered on October 29, 1998
1995(Wa)19455

Judgment

(Indication of the parties is omitted)

Main Text

1. The defendants shall not reproduce, distribute, or display for the purpose of sale the book stated in Attachment 2 "Book List."
2. The defendants shall destroy the book and the manuscripts, papier-mâché molds, and block copies thereof stated in Attachment 2 "Book List."
3. The defendants shall jointly pay 2.9 million yen to Plaintiff Shufu To Seikatsu Sha Co., Ltd., 180,000 yen to Plaintiff FUSOSHA Publishing Inc., 180,000 yen to Plaintiff Gakken Co., Ltd., 1.4 million yen to Plaintiff Magazine House, Ltd. as well as delay damages accrued thereon at a rate of 5% per annum from June 12, 1995 until the date of full payment.
4. Any other claims made by Plaintiff Shufu To Seikatsu Sha Co., Ltd., Plaintiff FUSOSHA Publishing Inc., Plaintiff Gakken Co., Ltd., and Plaintiff Magazine House, Ltd. shall be dismissed.
5. All of the claims made by Plaintiff A, Plaintiff B, Plaintiff C, Plaintiff D, Plaintiff E, and Plaintiff F shall be dismissed.
6. Regarding the court costs, the part that arose between the defendants and Plaintiff A, Plaintiff B, Plaintiff C, Plaintiff D, Plaintiff E, and Plaintiff F shall be jointly borne by said plaintiffs. The part that arose between the defendants and Plaintiff Shufu To Seikatsu Sha Co., Ltd., Plaintiff FUSOSHA Publishing Inc., Plaintiff Gakken Co., Ltd., and Plaintiff Magazine House, Ltd. shall be divided into five portions, two of which shall be jointly borne by said plaintiffs with the remaining three jointly borne by the defendants.
7. This judgment may be provisionally executed as far as paragraphs 1 and 3 above are concerned.

Facts and Reasons

Plaintiff A, Plaintiff B, Plaintiff C, Plaintiff D, Plaintiff E, and Plaintiff F shall be hereinafter collectively referred to as the "plaintiff individuals." Plaintiff Shufu To Seikatsu Sha Co., Ltd., Plaintiff FUSOSHA Publishing Inc., Plaintiff Gakken Co., Ltd., and Plaintiff Magazine House, Ltd. shall be hereinafter collectively referred to as the "plaintiff publishing companies."

No. 1 Plaintiffs' claims

1. The defendants shall not reproduce, distribute, or display for the purpose of sale the book stated in Attachment 2 "Book List" (the "defendants' book").
2. The defendants shall destroy the book and the manuscripts, papier-mâché molds, and block copies thereof owned by the defendants.
3. The defendants shall publish the apology shown in Attachment 3 "Apology Advertisement" in The Asahi Shimbun, Yomiuri Shimbun, and The Mainichi Newspapers on the publishing conditions specified in Attachment 4 "Publishing Conditions."
4. The defendants shall jointly pay 2,360,498 yen to Plaintiff A, 1,820,120 yen to Plaintiff B, 1,394,367 yen to Plaintiff C, 2,139,434 yen to Plaintiff D, 2,303,185 yen to Plaintiff E, and 2,475,124 yen to Plaintiff F. Also, the defendants shall jointly pay 8,303,300 yen to Plaintiff Shufu To Seikatsu Sha Co., Ltd., 1,376,627 yen to Plaintiff FUSOSHA Publishing Inc., 1,384,815 yen to Plaintiff Gakken Co., Ltd., and 3,317,078 yen to Plaintiff Magazine House, Ltd. as well as delay damages accrued thereon at a rate of 5% per annum from June 12, 1995 until the date of full payment.

No. 2 Outline of the case

In this court case, the plaintiffs alleged against the defendants that the defendants' book, which was published and sold by the defendants, is a reproduction or an adaptation of the magazine articles authored by the plaintiffs and that the defendants' act constitutes infringement of the copyrights (the right of reproduction and the right of adaptation) and the moral rights of author (the right to integrity and the right of attribution) of the plaintiffs and sought an injunction against the reproduction, etc. of the defendants' book, destruction thereof, publication of an apology, and payment of damages.

I. Facts, etc. undisputed by the parties

1. Parties concerned

- (1) The plaintiff individuals are entertainers who belong to Johnny's Entertainment Inc. and constitute a group named "SMAP." They made their debut in show business in September 1991. Since then, they have been jointly or independently working as singers, entertainers, or actors. Their activities in show business have been broadcast through various mass media. The activities include appearing on TV or radio shows, appearing on stage, etc., holding concerts, and appearing in commercials. Plaintiff D quit said group and left show business in around 1996.
- (2) The plaintiff publishing companies are stock companies engaged in book printing and publishing, etc. as a business. Plaintiff Shufu To Seikatsu Sha Co., Ltd. publishes the magazine *JUNON*, Plaintiff FUSOSHA Publishing Inc. publishes the magazine *SPA!*,

Plaintiff Gakken Co., Ltd. publishes the magazine *POTATO*, and Plaintiff Magazine House, Ltd. publishes the magazine *anan*.

(3) Defendant Rokusaisha is a stock company engaged in the editing, publishing, etc. of books, magazines, etc. Defendant G is the representative director thereof.

2. Magazine articles of the plaintiffs (Exhibits Ko No. 2-1 to No. 2-17)

The plaintiff publishing companies that are stated in the section "Publishing company" of Attachment 5 "Plaintiffs' Articles List" published magazines containing articles about interviews, etc. with plaintiff individuals stated in the section titled "Person(s) featured" of said list (hereinafter collectively referred to as the "plaintiffs' articles"; each article shall be referred to as Plaintiffs' Article 1, etc. according to the number shown in said list). The plaintiffs' articles contain statements shown in the section "Plaintiffs' articles" in Attachment 6 "Comparison Table."

3. Publication of the defendants' book

On June 12, 1995, Defendant G, as the publisher, and Defendant Rokusaisha, as the publishing office, published and sold the defendants' book, which contains the statements shown in the section "Defendants' book" in Attachment 6 "Comparison Table."

4. Profits from the sale of the defendants' book

The price of the defendants' book is 1,000 yen per copy (including a 3% consumption tax). There were 30,000 copies in the first printing. Defendant Rokusaisha earned 15,609,171 yen in profits from the sale of the book, which may be calculated by deducting editing costs and other costs from the 20,097,087 yen in sales (calculated by deducting a consumption tax from the wholesale price that is equivalent to 69% of the regular retail price of the book).

(omitted)

No. 3 Court decisions on the issues

I. Issue 1 (Copyrightability)

1. "Work" is defined as "a production in which thoughts or sentiments are creatively expressed and which falls within the literary, academic, artistic or musical domain" (Article 2, paragraph (1), item (i) of the Copyright Act). It includes "novels, scenarios, articles, lectures, and other literary works" (Article 10, paragraph (1), item (i) of said Act), but excludes "news reports on current events and miscellaneous news articles that communicate nothing further than the facts" (paragraph (2) of said Article).

The term "thoughts or sentiments" refers to human mental activities in general. Any

production that merely describes facts (social facts, historical facts, facts concerning natural phenomena, etc.) may not be regarded as a work. The term "creatively" does not require creativity or novelty in terms of the content of the expressions. It would suffice if the producer's unique characteristics are expressed in a specific style of expression of his/her thoughts or sentiments. Therefore, even an expression to describe an objective fact may be considered to be a work if the expression were to exhibit creativity in terms of literary expressions, such as the selection and sequence of topics, the selection of specific words, and the manner of using those words, as long as it expresses the producer's thoughts or sentiments, such as evaluations, criticisms, etc. Article 10, paragraph (2) of the Copyright Act confirms that any news that simply describes daily social events or any reporting of mere facts about personnel reshuffles, someone's death, etc. may not be regarded as a work. Moreover, the phrase "which falls within the literary, academic, artistic or musical domain" means the outcome of intellectual, cultural activities of the human mind in general.

Furthermore, even if only a part of a work is independently recognized as a creative expression of thoughts or sentiments as described above, said part may be considered to be a work.

2. If this interpretation is applied to this case, it may be found that, while some of the plaintiffs' articles shown in Attachment 6 "Comparison Table," which allegedly infringed the plaintiffs' copyrights and moral rights of author, solely convey facts about the plaintiff individuals, it may be interpreted that said facts can be described in different manners of expression and that the literary expressions used therein may be considered to exhibit the unique characteristics of the producers of the plaintiffs' articles. Therefore, such plaintiffs' articles may also be regarded as works.

3. On these grounds, all of the plaintiffs' articles shown in said Comparison Table may be regarded to be works under the Copyright Act.

II. Issue 2 (Authors, copyright owners)

1. The term "author" means "a person who creates a work" (Article 2, paragraph (1), item (ii) of the Copyright Act). This means that the person who has actually been involved in the process of creating a work may be regarded as the author of the work. A person cannot be regarded as the author of a work if that person merely provided an idea or topic or merely played a supportive role in the course of the creation process, in other words, if that person may not be considered to have creatively expressed his/her thoughts or sentiments in the work in view of the degree and manner of his/her involvement in the creation process. In the case of a literary work in which expressions are presented in the form of a text, as is the case with the plaintiffs' articles, which are

alleged to be works of the plaintiffs in this court case, the person who has been creatively involved in the process of preparing a text and creating expressions used in the text should be considered to be the author of the work.

In the case where an employee of a corporation, etc. makes a work in the course of his/her duties on the initiative of the corporation, etc., if the corporation, etc. makes it public as a work of its own authorship, the corporation, etc. would be regarded as the author unless otherwise stipulated (Article 15, paragraph (1) of the Copyright Act). The term "an employee of a corporation, etc." mentioned above may be interpreted not to be limited to a person who is in an employment relationship with the corporation, etc., but to be including any person who is in a position to follow the orders and instructions of the corporation, etc. in the production of a work and in agreement with the corporation, etc. to allow the corporation, etc. have the initial ownership of the copyright for the work.

2. If this interpretation is applied to this case, according to the [evidence (omitted)], the following facts may be found.

(I) The process of creating plaintiffs' articles is roughly described below although the creation process slightly differs from one article to another.

(1) A plaintiff publishing company's editorial department for a certain magazine plans a project to publish an article about the plaintiff individuals in the magazine. Besides the theme of and writing policy for the article, said department decides specific questions for the plaintiff individuals, and the date and venue of an interview, and also requests a certain writer to write an article after conducting the interview.

(2) The writer who is requested to write an article has a meeting with editorial staff and receives instructions about the outline of this project, the purpose and theme of the article, the date and time of the interview, the questions for the plaintiff individuals, the number of pages that may be used for the article, the due date, etc. If the writer is not an employee of any of the plaintiff publishing companies, the writer will follow the procedure of accepting a job offer from the relevant plaintiff publishing company to conduct an interview and write an article and, as compensation, receives the payment of a manuscript fee. However, the writer is not required to conclude a written agreement, such as a contract with said plaintiff publishing company.

(3) The writer goes to the agreed-upon venue at the designated time and date along with staff from the editorial department and a cameraperson, and conducts an interview with the plaintiff individuals as determined in the prior meeting with the staff. The writer conducts a Q&A-type interview with the plaintiff individuals, during which the writer makes a recording of the interview and takes notes of the interviewees' facial

expressions and other details in the course of the interview.

(4) After the interview, the writer writes an article based on said recording and notes. The writer does not simply transcribe the words recorded during the interview. In order to write an article on the theme of the project within a limited number of words designated by the editorial department, the writer uses his/her own creativity and ingenuity to select certain parts of the interview to be included in the article, rearrange the sequence of the conversation, improve expressions to make them easily understandable to the readers, and also add or summarize information from the perspective of whether the article provides the readers of the magazine with information about such aspects of the plaintiff individuals that the readers want to know, whether the article describes the personality and real self of each of the plaintiff individuals, and whether the article is unique and different from other companies' articles.

(5) The editorial department checks the article from the perspective of whether the writer wrote the article on the selected theme of the project in an easily understandable manner. If any corrections are needed, the editorial department requests that the writer make necessary corrections to the manuscript.

(II) The writer of each of the plaintiffs' articles is as follows: Writer H wrote Plaintiffs' Articles 1, 3, 4, and 10, Writer I wrote some parts of Plaintiffs' Articles 2 and 7 (the parts concerning Plaintiff A and Plaintiff D), Writer J wrote Plaintiffs' Articles 5, 8, and 9, Writer K wrote Plaintiffs' Article 6, Writer L wrote some parts of Plaintiffs' Article 7 (the parts concerning Plaintiff C and Plaintiff F), Writer M wrote some parts of Plaintiffs' Article 7 (the parts concerning Plaintiff B and Plaintiff E), Writer N wrote Plaintiffs' Articles 11 to 14, Writer O wrote Plaintiffs' Articles 15 and 16, and Writer P wrote Plaintiffs' Article 17. Among these writers, Writers H, N, and O were not employees of the plaintiff publishing companies and were so-called freelance writers. However, all of the nine writers mentioned above admitted that they were engaged in the task of writing the plaintiffs' articles in the course of their duties under the supervision of the plaintiff publishing companies. Said writers agreed from the beginning that the copyrights to the articles would belong to the plaintiff publishing companies.

(III) Each of the plaintiffs' articles comprises the main text, title, subtitles, photographs of the plaintiff individuals, summary of their personal histories, etc. The main text of these articles except for Plaintiffs' Articles 5 and 9 consists primarily of the statements made by the plaintiff individuals.

In other words, Plaintiffs' Articles 1 to 4, 8, and 10 to 14 take the form of presenting the plaintiff individuals' statements without any modifications (Plaintiffs' Articles 1 to 4,

8, and 10 present the writer's comments at the beginning of the articles). Plaintiffs' Article 7 presents dialogues between different pairs of the plaintiff individuals in response to questions by the writer (while the latter part of Plaintiffs' Article 11 presents a dialog between Plaintiff A and Plaintiff E, this is not a real dialogue but a summary of the writer's interview conducted separately with each of them). Plaintiffs' Articles 6 and 15 consist of an integrated combination of the parts presenting the plaintiff individuals' statements and the other parts presenting the writer's opinions and personal comments. Plaintiffs' Article 16 consists of various parts such as a part solely presenting the plaintiff individuals' statements, a part presenting the writer's opinions and personal comments between the plaintiff individuals' statements, a part presenting a dialogue with a third party, and a part presenting the third party's comments. Plaintiffs' Article 17 consists of a part presenting an interview with all of the plaintiff individuals and the other part presenting a Q&A-type interview with each of the plaintiff individuals.

On the other hand, Plaintiffs' Articles 5 and 9 were written without any interviews with the plaintiff individuals. The writers wrote those articles based on third parties' statements about the plaintiff individuals covered by said articles respectively, while inserting their own opinions and comments between those statements.

(IV) The names of the plaintiff publishing companies are respectively indicated in the magazines containing the plaintiffs' articles. Except for Plaintiffs' Articles 15 and 16, the back cover of each of the magazines containing the plaintiffs' articles carries the "(C)" mark, which indicates ownership of the copyright, the name of each of the plaintiff publishing companies, and the year of publication of said magazine.

3. Based on a comprehensive evaluation of the facts described above, while it is the writers of the aforementioned articles who were actually engaged in the production process and the actual creation of the text of the plaintiffs' articles, the writers were requested by plaintiff publishing companies to produce the articles, and each writer wrote his or her article under the supervision and instructions of the publishing company that made said request. The writers agreed that the plaintiff publishing companies would have the initial ownership of the copyrights for the plaintiffs' articles. Therefore, each of the plaintiffs' articles may be considered to be a work created by a person who is in charge of the creation process in the course of his/her duties on the initiative of any of the plaintiff publishing companies. Furthermore, the defendants did not dispute the fact that the plaintiffs' articles were made public as a work of the authorship of the plaintiff publishing companies. There is no evidence that suggests the existence of a special agreement as to who should become the authors of the plaintiffs' articles. Therefore, Plaintiff Shufu To Seikatsu Sha Co., Ltd. may be found to be the

author of Plaintiffs' Articles 1 to 10, Plaintiff FUSOSHA Publishing Inc. to be the author of Plaintiffs' Article 17, Plaintiff Gakken Co., Ltd. to be the author of Plaintiffs' Articles 11 to 14, and Plaintiff Magazine House, Ltd. to be the author of Plaintiffs' Articles 15 and 16.

4. As mentioned above (No. 2, II., 2.(I) (2)), the plaintiffs also alleged that the plaintiff individuals are the authors and copyright owners of the plaintiffs' articles as well. This allegation is examined below.

(I) Regarding Plaintiffs' Articles 5 and 9, in light of the style of those articles found in 2. (III) above, it is clear that the plaintiff individuals may be considered to be neither authors nor copyright owners.

(II) Any plaintiffs' articles other than those mentioned above may be found, from its format, to consist primarily of the oral statements of the plaintiff individuals. In the case of a text of a magazine article, etc. produced based on the oral statements made in an interview, etc., the person who made those oral statements could be regarded as one of the following, depending on to what extent and in what manner said person was involved in the process of creating the text: [i] a joint author of the text together with the writer, [ii] the author of the original work from which the text was created as a derivative work, or [iii] the author because he/she merely provided materials to create a text. In other words, only in the case where the person who made oral statements is creatively involved in the creation of expressions as a text, such as the case where the oral statements were directly turned into a text or the case where the person who made oral statements reads the manuscript created based on the oral statements and makes necessary modifications in the expressions used in the text, such as making additions to or deletions from those expressions, said person should be interpreted to be, independently or jointly with the writer, the author of the text. On the other hand, in the case where an interviewee answers already-prepared questions, if the writer selectively summarizes the interviewee's answers in accordance with the purpose, policy, etc. of the writer's project and makes modifications in the expressions used in the text, such as making additions to and deletions from those expressions, the interviewee may not be considered to have been creatively involved in the process of creating expressions used in the text as long as the interviewee has not been involved in the aforementioned modification process. Since the interviewee may be considered to have merely provided materials for creation of a text, the interviewee should not be interpreted to be the author of the text.

If this interpretation is applied to this case, there would be no evidence to indicate that the plaintiff individuals took part in the interview with any awareness that their oral

statements would be turned into a text without any modifications. Neither would there be any evidence to imply that plaintiff individuals have read the manuscript of the article and made modifications in the content thereof and the expressions used therein, such as making additions to and deletions from the manuscript. In light of the background circumstances that led to the creation of the plaintiffs' articles, the interviews with the plaintiff individuals may be considered to have been conducted solely for the purpose of collecting materials to be used for preparation of the plaintiffs' articles in accordance with the purposes of the projects of the plaintiff publishing companies.

(III) Thus, the plaintiff individuals may not be recognized as the authors of the plaintiffs' articles.

5. On these grounds, it may be found that Plaintiff Shufu To Seikatsu Sha Co., Ltd. has copyrights and moral rights of author for Plaintiffs' Articles 1 to 10, Plaintiff FUSOSHA Publishing Inc. for Plaintiffs' Article 17, Plaintiff Gakken Co., Ltd. for Plaintiffs' Articles 11 to 14, and Plaintiff Magazine House, Ltd. for Plaintiffs' Articles 15 and 16.

On the other hand, as described above, since the plaintiff individuals may not be found to have copyrights and moral rights of author for any of the plaintiffs' articles, it is reasonable to conclude that the claims of the plaintiff individuals may be considered to be groundless without needing to examine any other factors.

III. Issue 3 (Infringement of copyrights and moral rights of author)

1. First, the following sections examine whether or not copyright infringement was committed.

(I) (1) The term "reproduction" is defined as "reproducing a work in a physical form through printing, photography, or replication, by recording its sound or visuals, or in any other way" (Article 2, paragraph (1), item (xv) of the Copyright Act). It means creating, based on an existing work, a production that makes viewers perceive the content and style of the existing work, in other words, in a way that is identical with said work in terms of the manner of expression. The scope of the term "reproduction" is not limited to the exact identical expression and should be considered to cover cases where some modifications, such as additions and deletions, are made in the specific manner of expression (in the case of literary work, this means written expressions such as the sequence of statements and the selection of words, phrases, etc.) as long as the manner of expression remains identical in substance. The scope of "identical expression" may be interpreted to be narrower in cases where a similar expression would be used no matter who writes it or where there is not so many ways to express the thought or sentiment in question.

(2) The term "adaptation" means an act of exercising the right to "translate that work, compose a musical arrangement of it, reformulate it, dramatize it, or make a film adaptation of it" as specified in Article 27 of the Copyright Act; or it can refer to any similar act of creating a work that is identical to the original work in terms of the essential content to such extent that any person who comes across either work would sense that they are identical. In other words, an act of adaptation means an act of creating a new work based on an existing work, but it is done by adopting a different manner of expression as one that is capable of making people directly perceive the essential characteristics of the original creation.

(3) Since a copyright is designed to protect creative expressions, the copyright for an existing work may be considered to have been infringed only if the creative manner of expressions presented in said work has been reproduced or adapted. The right of reproduction or the right of adaptation may not be considered to have been infringed in a case where only a non-creative part of an existing work is exploited, such as the case where only the fact described in an existing work is extracted and reproduced.

(II) If this interpretation is applied to the texts presented in Attachment 6 "Comparison Table," for which the plaintiffs alleged the defendants' infringement of their copyrights in this case, as far as the circled texts in the section titled "Reproduction" in Attachment 7 "List" are concerned, the defendants' book might be found to be identical with the plaintiffs' articles in terms of the manner of expression in substance. Since the defendants' book may be considered to be able to make readers perceive the content and style of the plaintiffs' articles, the plaintiffs' rights of reproduction for said articles should be considered to have been infringed. Meanwhile, as far as the circled texts in the section titled "Adaptation" in said list are concerned, since the readers of the corresponding texts in the defendants' book would be able to directly sense the essential characteristics of the creative expressions in the plaintiffs' articles, the defendants' book should be considered to have infringed the plaintiffs' rights of adaptation. On the other hand, concerning the texts evaluated as containing "identical facts only" in the section "Non-infringement" of said list, since the defendants' book is identical to the plaintiffs' articles only in terms of the facts described in the texts, which do not exhibit any creative characteristics, the defendants' book may not be considered to have infringed the plaintiffs' rights of reproduction or rights of adaptation. Moreover, as far as the texts evaluated as being "not identical" in said section are concerned, since the defendants' book may not be considered to be identical to the plaintiffs' articles to such extent that the defendants' book may be regarded as a reproduction or an adaptation of the plaintiffs' articles, the defendants' book may not be considered to have infringed the

plaintiffs' copyrights for the plaintiffs' articles.

(III) The defendants admitted that the defendants' book was written with reference to the plaintiffs' articles. As described above, since the defendants' book and the plaintiffs' articles share many identical expressions, the defendants' book may be found to have been produced based on the plaintiffs' articles.

(IV) Therefore, the defendants may be found to have infringed the plaintiffs' copyrights for the following parts of the plaintiffs' articles: 44 parts (infringement of the rights of reproduction for 30 parts and that of the rights of adaptation for 14 parts) of the articles authored by Plaintiff Shufu To Seikatsu Sha Co., Ltd., 2 parts (infringement of the rights of reproduction only) of the articles authored by Plaintiff FUSOSHA Publishing Inc., 2 parts (infringement of the rights of reproduction only) of the articles authored by Plaintiff Gakken Co., Ltd., and 20 parts (infringement of the rights of reproduction for 16 parts and that of the rights of adaptation for 4 parts) of the articles authored by Plaintiff Magazine House, Ltd.

2. Next, the following sections examine whether or not infringement of the moral rights of author was committed.

(I) As described above, the defendants infringed the plaintiffs' rights of reproduction and rights of adaptation for some parts of the plaintiffs' articles. The defendants' book, which contains statements created by reproducing or adapting some parts of the plaintiffs' articles, fails to indicate the names of the plaintiff publishing companies as the authors thereof (Exhibit Ko No. 1).

Therefore, when the defendants infringed the plaintiff publishing companies' copyrights for the aforementioned parts of the plaintiffs' articles, the defendant may be considered to have infringed the right of attribution of the plaintiff publishing companies as well (Article 19, paragraph (1) of the Copyright Act).

(II) Moreover, when the defendants reproduced or adapted the plaintiffs' articles, the defendants made some modifications, such as additions and deletions in the expressions used in the plaintiffs' articles as stated in Attachment 6 "Comparison Table." Therefore, the defendants may be considered to have infringed the right to integrity of the plaintiff publishing companies for the corresponding parts of the plaintiffs' articles (Article 20, paragraph (1) of the Copyright Act).

As described above (No.2, II., 3.(II)), the defendants alleged that, since their act may be considered to provide the grounds for exception as specified in Article 20, paragraph (2), item (iv) of the Copyright Act, said act does not constitute infringement of the plaintiffs' rights to integrity. However, the purpose of said provision is to impose exceptional limitations on the scope of the protection of the author's interests in

personality provided by the right to integrity. In consideration of the limitations imposed under items (i) to (iii) of said paragraph as exceptional cases where a modification is permitted, it is reasonable to interpret that the phrase "a modification (omitted) that is found to be unavoidable" specified in item (iv) of said paragraph means any modification of a work that is as inevitable as the exceptional modifications specified in items (i) to (iii) of said paragraph in light of the nature of the work and the purpose and manner of using said work. However, in this case, the modifications made to the plaintiffs' articles for the publication of the defendants' book may not be considered to be as inevitable as the modifications mentioned above, and thus the defendants' allegation mentioned above is unacceptable.

(III) Therefore, the defendants' act may be found to have infringed the plaintiff publishing companies' moral rights of author.

3. As described above, since the defendants' act of publishing the defendants' book may be found to have infringed the plaintiff publishing companies' copyrights and moral rights of author, the plaintiff publishing companies may seek an injunction against the defendants' infringement and demand precautionary measures to be taken by the defendants.

While only certain parts of the defendants' book infringed the plaintiff publishing companies' copyrights and moral rights of author, in consideration of the facts that those parts are spread throughout the defendants' book and are inseparable from the non-infringing parts, it is reasonable to interpret that the plaintiff publishing companies may seek an injunction, etc. against the publication of the defendants' book as a whole.

4. The defendants made an allegation as described above (No. 2, II., 3.(II)) and disputed the existence of the merit of an injunction. This issue is examined in the following section.

According to the [evidence (omitted)], the following facts may be found: [i] The defendants received a written warning from the attorney representing the plaintiffs' individuals to the effect that the defendants should cancel the scheduled publication of the defendants' book because a large part of the book infringed the plaintiffs' copyrights and rights to integrity. Despite the warning, the defendants published and sold the defendants' book; [ii] During the legal proceedings of the case where the plaintiffs requested provisional disposition by seeking an injunction against the sale, delivery, etc. of the defendants' book (Judgment of this court:1995 (Yo) 22052), Defendant Rokusaisha notified wholesale booksellers, etc. to the effect that it stopped printing the defendants' book and, at the same time, prepared a written statement that Defendant Rokusaisha would fight the plaintiffs, and distributed the statement to mass media

companies, etc.; [iii] After the request for provisional disposition was accepted, Defendant Rokusaisha published at least ten books about the office to which the plaintiff individuals belong; and for one of those books, the court accepted the plaintiffs' request for an injunction against the publication of said book on the grounds of infringement of privacy and issued a provisional disposition order; and [iv] Regarding the incidents including this case where an injunction was sought against the publication of the book, Defendant G mentioned that he would fight back if provoked.

Based on the aforementioned facts, it may be found that, although the defendants had infringed the copyrights and the moral rights of author for the plaintiffs' articles by way of issuing the defendants' book, the defendants actually disputed the plaintiffs' allegation of said infringement. Since the defendants may be considered to be likely to repeat a similar act of infringement in the future, it is impossible to deny the necessity of the injunction sought in this case.

5. On these grounds the plaintiff publishing companies may seek an injunction against the defendants' act of infringement of the copyrights and the moral rights of author for the plaintiffs' articles, and they may also seek an injunction as a preventive measure against the defendants' act of reproducing the defendants' book under Article 112, paragraph (1) of the Copyright Act. Furthermore, since the defendants' act of infringing the copyrights and moral rights of author for the plaintiffs' articles and thereby publishing and distributing the defendants' book may be considered to constitute an act of infringing said copyrights and moral rights of author under Article 113, paragraph (1), item (ii) of said Act, the plaintiff publishing companies may seek an injunction against said act under Article 112, paragraph (1) of said Act. Moreover as measures to effect the cessation and prevention of said infringement, the plaintiff publishing companies may also request destruction of the book and the manuscripts, papier-mâché molds, and block copies thereof under paragraph (2) of said Article and seek an injunction against an act of displaying the defendants' book for sale.

IV. Issue 4 (Amount of damage)

1. First, the damage caused by the copyright infringement is examined below.

(I) There is agreement among the parties concerned that Defendant Rokusaisha has gained a profit of 15,609,171 yen from the publication of the defendants' book. Therefore, under Article 114, paragraph (1) of the Copyright Act, the plaintiff publishing companies may be deemed to have suffered an equivalent amount of damage. The plaintiffs alleged that about half of said amount may be considered to be the amount of damage, and they demand the payment of compensation for said damage.

On the other hand, while the main text of the defendants' book (excluding the title,

preface, table of contents, margin, etc.) consists of 210 pages (Exhibit Ko No. 1), the copyright-infringing parts of the defendants' book spread over about 90 pages thereof as shown in Attachment 7 "List." If the copyright-infringing statements were deleted from the defendants' book, the book would lose its function as a book. Therefore, said statements may be considered to be indispensable component parts of the defendants' book and to be important parts thereof.

The plaintiff publishing companies alleged that most of the plaintiffs' articles were jointly authored with plaintiff individuals and demanded payment of damages for the infringement of the 50% share of the copyrights for those articles. Based on a comprehensive evaluation of these facts, it is reasonable to uphold the plaintiffs' claim for compensation of damages suffered from the defendants' infringement of their copyrights to the extent that a total of four million yen shall be paid to the plaintiff publishing companies. If this total amount were divided according to the amount of the copyright-infringed parts of each of the plaintiff publishing companies, the damages of 2.5 million yen should be paid to Plaintiff Shufu To Seikatsu Sha Co., Ltd., 150,000 yen to Plaintiff FUSOSHA Publishing Inc., 150,000 yen to Plaintiff Gakken Co., Ltd., and 1.2 million yen to Plaintiff Magazine House, Ltd.

(II) Regarding the demand for payment of attorneys' fees, in consideration of various circumstances, including the amount found in (I) above and the details and past developments of this lawsuit, it is reasonable to find that the amount of attorneys' fees that has proximate causation with the copyright infringement and should be borne by the defendants as a part of the damages is 400,000 yen for Plaintiff Shufu To Seikatsu Sha Co., Ltd., 30,000 yen for Plaintiff FUSOSHA Publishing Inc., 30,000 yen for Plaintiff Gakken Co., Ltd., and 200,000 yen for Plaintiff Magazine House, Ltd.

(III) In view of the manner of the copyright infringement as described above, the defendants may, at least, be found to have been negligent about the infringement of the copyrights for the plaintiffs' articles.

(IV) Moreover, in consideration of the facts that Defendant Rokusaisha and Defendant G are the publishing office and the publisher of the defendants' book respectively, that Defendant G is the representative director of Defendant Rokusaisha, that Defendant Rokusaisha is a publishing company with fewer than 20 employees (Exhibit Otsu No. 2), and that the author of the defendants' book, "SMAP Kenkyūkai" (SMAP research group), is an unknown entity whose members, activities, and sheer existence have not been confirmed, the copyright infringement disputed in this case should be considered to be an act of tort jointly committed by the defendants. Thus, it may be interpreted that the defendants are obliged to jointly compensate the damage suffered by the plaintiff

publishing companies under Article 719, paragraph (1) of the Civil Code.

2. Furthermore, regarding the damage caused by infringement of the moral rights of author, all of the plaintiff publishing companies are corporations and may not be considered to have suffered any particular psychological damage; but while both the infringement of the copyrights and that of the moral rights of author were caused by the same act by the defendants, the court upheld the plaintiff publishing companies' claim for damages as described above for the damage caused by the aforementioned act of copyright infringement. In light of these facts, it would suffice to uphold the plaintiff publishing companies' claim for damages for the infringement of their copyrights in order to recover the damage they suffered. It may, however, be interpreted to be unnecessary to uphold their claim for damages for the infringement of their moral rights of author in addition to the aforementioned damages.

3. As described above, the plaintiff publishing companies may demand from the defendants, under Article 709 and Article 719, paragraph (1) of the Civil Code and Article 114, paragraph (1) of the Copyright Act, payment of 2.9 million yen to Plaintiff Shufu To Seikatsu Sha Co., Ltd., 180,000 yen to Plaintiff FUSOSHA Publishing Inc., 180,000 yen to Plaintiff Gakken Co., Ltd., and 1.4 million yen to Plaintiff Magazine House, Ltd. as well as delay damages accrued thereon at a rate of 5% per annum as specified in the Civil Code from June 12, 1995, on which the act of tort was committed (the defendants' book was published), until the date of full payment.

V. Issue 5 (Apology advertisement)

1. If any person infringes the moral rights of author for a work either intentionally or negligently, the author of the work may demand that said person take appropriate measures to restore the honor and reputation of the author (Article 115 of the Copyright Act). The term "appropriate measures" includes the publication of an apology. It may be interpreted that the term "honor or reputation" mentioned above means the objective evaluation that the author receives from the society about the value of his/her character, such as his/her honor and reputation, in other words, social honor and reputation, and therefore that the term "honor or reputation" does not include the author's subjective evaluation of the value of his/her personality, in other words, the sense of honor.

2. If this interpretation is applied to this case, since there is no evidence to prove that the publication of the defendants' book damaged the social reputation of the plaintiff publishing companies, the publication of an apology may not be found to be necessary.

VI. Therefore, all of the claims of the plaintiff individuals are groundless, while the claims of the plaintiff publishing companies are well-grounded to the extent described above. In conclusion, the judgment shall be rendered in the form of the main text.

(Since the request for the court's declaration of provisional execution of paragraph 2 of the main text is unreasonable, such declaration is not made in this judgment.)

Tokyo District Court

Judges: MIMURA Ryoichi, HASEGAWA Koji, NAKAYOSHI Tetsuro

(Attachment 5) Plaintiffs' Articles List

No.	Publishing company	Name of magazine	Issue	Publication Date	Relevant pages	Person(s) featured	Evidence No.
①	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	March 1993	March 1, 1993	158–161	(Omitted)	Exhibit Ko No. 2-1
②	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	May 1993	May 1, 1993	103–106	(Omitted)	Exhibit Ko No. 2-2
③	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	December 1993	December 1, 1993	118–121	(Omitted)	Exhibit Ko No. 2-3
④	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	April 1994	April 1, 1994	96–99	(Omitted)	Exhibit Ko No. 2-4
⑤	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	July 1994	July 1, 1994	25–30	(Omitted)	Exhibit Ko No. 2-5
⑥	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	September 1994	September 1, 1994	27–32	(Omitted)	Exhibit Ko No. 2-6
⑦	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	December 1994	December 1, 1994	36–43	(Omitted)	Exhibit Ko No. 2-7
⑧	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	January 1995	January 1, 1995	156–159	(Omitted)	Exhibit Ko No. 2-8
⑨	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	February 1995	February 1, 1995	50–57	(Omitted)	Exhibit Ko No. 2-9
⑩	Plaintiff Shufu To Seikatsu Sha Co., Ltd.	<i>JUNON</i>	March 1995	March 1, 1995	40–43	(Omitted)	Exhibit Ko No. 2-10
⑪	Plaintiff Gakken Co.,	<i>POTATO</i>	September 1991	September 1, 1991	12–16	(Omitted)	Exhibit Ko No.

	Ltd.						2-11
⑫	Plaintiff Gakken Co., Ltd.	<i>POTATO</i>	January 1992	January 1, 1992	24-27	(Omitted)	Exhibit Ko No. 2-12
⑬	Plaintiff Gakken Co., Ltd.	<i>POTATO</i>	May 1992	May 1, 1992	11-16	(Omitted)	Exhibit Ko No. 2-13
⑭	Plaintiff Gakken Co., Ltd.	<i>POTATO</i>	June 1992	June 1, 1992	12-15	(Omitted)	Exhibit Ko No. 2-14
⑮	Plaintiff Magazine House, Ltd.	<i>anan</i>	May 6 & 13, 1994	May 6, 1994	18-21	(Omitted)	Exhibit Ko No. 2-15
⑯	Plaintiff Magazine House, Ltd.	<i>anan</i>	December 16, 1994	December 16, 1994	104-114	(Omitted)	Exhibit Ko No. 2-16
⑰	Plaintiff FUSOSHA Publishing Inc.	<i>SPA!</i>	July 6, 1994	July 6, 1994	122-126	(Omitted)	Exhibit Ko No. 2-17

(Attachment 7) List

No. in comparison table	Plaintiffs' articles		Defendants' book		Court decision		
	No.	Publication company	Page(s)	Line(s)	Reproduction	Adaptation	Non-infringement
1	①	Shufu To Seikatsu Sha Co., Ltd.	13	8	○		
2	①	Shufu To Seikatsu Sha Co., Ltd.	19,20	10	○		
3	①	Shufu To Seikatsu Sha Co., Ltd.	20–22	20	○		
4A	①	Shufu To Seikatsu Sha Co., Ltd.	22, 23	7			Identical facts only
4B	①	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
5	①	Shufu To Seikatsu Sha Co., Ltd.	24	2			Identical facts only
6	⑬	Gakken Co., Ltd.	24, 27	5	○		
7	⑯	Magazine House, Ltd.	27, 28	12	○		
8	⑧	Shufu To Seikatsu Sha Co., Ltd.	38–40	27		○	
9	⑧	Shufu To Seikatsu Sha Co., Ltd.	41	2	○		
10	⑧	Shufu To Seikatsu Sha Co., Ltd.	41	5			Identical facts only
11	⑧	Shufu To Seikatsu Sha Co., Ltd.	42	4			Not identical
12	②	Shufu To Seikatsu Sha Co., Ltd.	45	3			Not identical
13	②	Shufu To Seikatsu Sha Co., Ltd.	48, 49	2	○		
14	②	Shufu To Seikatsu Sha Co., Ltd.	49	6	○		
15	②	Shufu To Seikatsu Sha Co., Ltd.	50, 51	4			Identical facts only
16	⑦	Shufu To Seikatsu Sha	50, 51	15		○	

		Co., Ltd.					
17	②	Shufu To Seikatsu Sha Co., Ltd.	54	9			Identical facts only
18	②	Shufu To Seikatsu Sha Co., Ltd.	55	6		○	
19	⑧	Shufu To Seikatsu Sha Co., Ltd.	56	3			Not identical
20	⑩	Magazine House, Ltd.	57	7		○	
21	⑬	Gakken Co., Ltd.	57	1			Not identical
22A	⑬	Gakken Co., Ltd.	58	5			Not identical
22B	⑬	Gakken Co., Ltd.					Not identical
23	⑩	Magazine House, Ltd.	59	3	○		
24	⑩	Magazine House, Ltd.	60	4	○		
25	⑦	Shufu To Seikatsu Sha Co., Ltd.	66	2			Not identical
26	⑦	Shufu To Seikatsu Sha Co., Ltd.	68	6			Not identical
27	⑮	Magazine House, Ltd.	74, 75	8	○		
28	⑩	Magazine House, Ltd.	75, 76	7			Not identical
29A	⑩	Magazine House, Ltd.	78	10	○		
29B	⑩	Magazine House, Ltd.			○		
30	⑩	Magazine House, Ltd.	78, 79	5	○		
31	⑩	Magazine House, Ltd.	79	8	○		
32A	⑮	Magazine House, Ltd.	91	3	○		
32B	③	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
33	③	Shufu To Seikatsu Sha Co., Ltd.	91, 92	4			Identical facts only
34	③	Shufu To Seikatsu Sha Co., Ltd.	96	8		○	
35	③	Shufu To Seikatsu Sha	98	3			Identical facts only

		Co., Ltd.					
36	③	Shufu To Seikatsu Sha Co., Ltd.	99, 100	8		○	
37	③	Shufu To Seikatsu Sha Co., Ltd.	100–102	26		○	
38A	③	Shufu To Seikatsu Sha Co., Ltd.	103	4	○		
38B	⑭	Gakken Co., Ltd.					Not identical
39A	③	Shufu To Seikatsu Sha Co., Ltd.	104, 105	4			Identical facts only
39B	③	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
40	③	Shufu To Seikatsu Sha Co., Ltd.	105–108	41		○	
41	⑮	Magazine House, Ltd.	108, 109	12	○		
42	⑩	Shufu To Seikatsu Sha Co., Ltd.	113	11			Identical facts only
43	④	Shufu To Seikatsu Sha Co., Ltd.	117	8	○		
44	⑩	Shufu To Seikatsu Sha Co., Ltd.	118	2			Identical facts only
45	⑯	Magazine House, Ltd.	119, 123	7			Not identical
46	⑯	Magazine House, Ltd.	123	5		○	
47	⑯	Magazine House, Ltd.	124	12		○	
48	⑩	Shufu To Seikatsu Sha Co., Ltd.	125–127	18		○	
49A	⑩	Shufu To Seikatsu Sha Co., Ltd.	127–129	25	○		
49B	⑩	Shufu To Seikatsu Sha Co., Ltd.				○	
50	⑩	Shufu To Seikatsu Sha Co., Ltd.	130	5	○		
51	④	Shufu To Seikatsu Sha Co., Ltd.	130	5	○		

52A	⑩	Shufu To Seikatsu Sha Co., Ltd.	132–134	16		○	
52B	⑩	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
53	④	Shufu To Seikatsu Sha Co., Ltd.	134	5			Identical facts only
54A	⑮	Magazine House, Ltd.	135, 136	14			Identical facts only
54B	④	Shufu To Seikatsu Sha Co., Ltd.				○	
55	⑮	Magazine House, Ltd.	136, 137	2	○		
56	⑥	Shufu To Seikatsu Sha Co., Ltd.	141, 142	4			Identical facts only
57A	⑤	Shufu To Seikatsu Sha Co., Ltd.	149–151	12			Identical facts only
57B	⑤	Shufu To Seikatsu Sha Co., Ltd.			○		
57C	⑤	Shufu To Seikatsu Sha Co., Ltd.			○		
58A	⑤	Shufu To Seikatsu Sha Co., Ltd.	152–154	9	○		
58B	⑤	Shufu To Seikatsu Sha Co., Ltd.			○		
59	⑤	Shufu To Seikatsu Sha Co., Ltd.	158, 159	12	○		
60	⑯	Magazine House, Ltd.	160, 161	15	○		
61	⑯	Magazine House, Ltd.	161–163	22		○	
62	⑯	Magazine House, Ltd.	163, 164	6	○		
63	⑮	Magazine House, Ltd.	164, 165	17	○		
64	⑤	Shufu To Seikatsu Sha Co., Ltd.	166	8	○		
65	⑨	Shufu To Seikatsu Sha Co., Ltd.	166, 167	6	○		
66	⑤	Shufu To Seikatsu Sha	167	3			Identical facts only

		Co., Ltd.					
67	⑨	Shufu To Seikatsu Sha Co., Ltd.	171, 175	4	○		
68A	⑨	Shufu To Seikatsu Sha Co., Ltd.	172, 173	6			Identical facts only
68B	⑨	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
69	⑨	Shufu To Seikatsu Sha Co., Ltd.	175	5	○		
70	⑫	Gakken Co., Ltd.	181–182	7			Not identical
71	⑪	Gakken Co., Ltd.	188, 189	7			Identical facts only
72	⑨	Shufu To Seikatsu Sha Co., Ltd.	189, 190	12	○		
73	⑨	Shufu To Seikatsu Sha Co., Ltd.	190	6	○		
74	⑤	Shufu To Seikatsu Sha Co., Ltd.	197–199	24		○	
75	⑨	Shufu To Seikatsu Sha Co., Ltd.	199, 200	10	○		
76A	⑨	Shufu To Seikatsu Sha Co., Ltd.	200, 201	12			Identical facts only
76B	⑨	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
77	⑨	Shufu To Seikatsu Sha Co., Ltd.	202	6	○		
78A	⑨	Shufu To Seikatsu Sha Co., Ltd.	203, 204	9	○		
78B	⑨	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only
79	⑨	Shufu To Seikatsu Sha Co., Ltd.	204	6			Identical facts only
80A	⑨	Shufu To Seikatsu Sha Co., Ltd.	205	7			Identical facts only
80B	⑤	Shufu To Seikatsu Sha Co., Ltd.					Identical facts only

81	⑤	Shufu To Seikatsu Sha Co., Ltd.	206	5	○		
82	⑨	Shufu To Seikatsu Sha Co., Ltd.	207	2			Identical facts only
83	⑤	Shufu To Seikatsu Sha Co., Ltd.	207	6	○		
84	⑨	Shufu To Seikatsu Sha Co., Ltd.	207	2			Identical facts only
85	⑯	Magazine House, Ltd.	208	4	○		
86	⑦	Shufu To Seikatsu Sha Co., Ltd.	211	3	○		
87	⑦	Shufu To Seikatsu Sha Co., Ltd.	215	6			Identical facts only
88	⑦	Shufu To Seikatsu Sha Co., Ltd.	215, 216	11		○	
89	⑦	Shufu To Seikatsu Sha Co., Ltd.	216, 217	15		○	
90	⑨	Shufu To Seikatsu Sha Co., Ltd.	219	3			Identical facts only
91	③	Shufu To Seikatsu Sha Co., Ltd.	219, 220	9	○		
92	⑨	Shufu To Seikatsu Sha Co., Ltd.	220, 221	12	○		
93	⑯	Magazine House, Ltd.	221, 222	6	○		
94	⑰	FUSOSHA Publishing Inc.	222	7			Identical facts only
95	⑰	FUSOSHA Publishing Inc.	224	3	○		
96	③	Shufu To Seikatsu Sha Co., Ltd.	225	1			Identical facts only
97	⑧	Shufu To Seikatsu Sha Co., Ltd.	226	1			Identical facts only
98	⑪	Gakken Co., Ltd.	226	2			Identical facts only
99	⑰	FUSOSHA Publishing Inc.	227	1			Identical facts only
100	⑰	FUSOSHA Publishing Inc.	227	2			Identical facts only

101	⑮	Magazine House, Ltd.	227	1			Identical facts only
102	⑮	Magazine House, Ltd.	227	1			Identical facts only
103	⑰	FUSOSHA Publishing Inc.	228	1			Identical facts only
104	⑰	FUSOSHA Publishing Inc.	228	1			Identical facts only
105	⑰	FUSOSHA Publishing Inc.	229	1			Identical facts only
106	⑰	FUSOSHA Publishing Inc.	229	1			Identical facts only
107	⑰	FUSOSHA Publishing Inc.	229	1	○		
108	⑭	Gakken Co., Ltd.	230	1			Identical facts only
109	⑫	Gakken Co., Ltd.	230	1			Identical facts only
110	⑬	Gakken Co., Ltd.	230	1			Identical facts only
111	⑯	Magazine House, Ltd.	231	1			Identical facts only
112	⑰	FUSOSHA Publishing Inc.	231	2			Identical facts only
113	⑰	FUSOSHA Publishing Inc.	232	1			Identical facts only
114	⑰	FUSOSHA Publishing Inc.	232	1			Identical facts only
115	⑰	FUSOSHA Publishing Inc.	232	1			Identical facts only
116	⑰	FUSOSHA Publishing Inc.	234	1			Identical facts only
117	③	Shufu To Seikatsu Sha Co., Ltd.	235	1			Identical facts only
118	⑬	Gakken Co., Ltd.	235	1	○		
119	⑪	Gakken Co., Ltd.	236	1			Identical facts only