

9
10
11
12 UNITED STATES DISTRICT COURT
13 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

14
15 NINTENDO OF AMERICA INC.,

16
17 Plaintiff,

18 v.

19
20 GARY BOWSER,

21
22 Defendant.

NO. 2:21-cv-00519-RSL

CONSENT TO ENTRY OF JUDGMENT
AND PERMANENT INJUNCTION

23
24
25 Plaintiff Nintendo of America Inc. (“Plaintiff” or “Nintendo”) and Defendant Gary Wayne
26 Bowser (“Defendant” or “Bowser”), by and through their undersigned counsel, hereby consent to
27 judgment in favor of Nintendo and authorize the Court to enter monetary relief in the sum of
28
29 US\$10,000,000.00 in favor of Nintendo and against Defendant. Bowser and Nintendo jointly
30
31 move the Court to enter the Final Judgment and Permanent Injunction, filed contemporaneously
32
33 herewith as Exhibit A, and pursuant to the following terms:
34
35

36
37 1. The Defendant acknowledges that he has been properly and validly served with the
38
39 Summons and Complaint in this action.

40
41 2. Defendant acknowledges and agrees that the award of monetary relief here bears a
42
43 reasonable relationship to the range of damages and attorneys’ fees and full costs that the parties
44
45 could have anticipated would be awarded at and following a trial of this action.

CONSENT TO ENTRY OF JUDGMENT AND PERMANENT
INJUNCTION - 1
Case No. 2:21-cv-00519-RSL

GORDON | 600 University Street
TILDEN | Suite 2915
THOMAS | Seattle, WA 98101
CORDELL | 206.467.6477

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

law, including for contempt of Court.

4. This Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in this Court. Defendant consents to the jurisdiction of this Court for the purpose of entering the Final Judgment and Permanent Injunction.

5. The Court's Final Judgment and Permanent Injunction shall be incorporated into and made a part of this Consent to Entry of Judgment and Permanent Injunction as if it were set forth verbatim herein. Defendant consents to the continuing jurisdiction of this Court for purposes of enforcement of the Final Judgment and Permanent Injunction, and irrevocably and fully waives and relinquishes any argument that venue or jurisdiction by this Court is improper or inconvenient.

6. Defendant irrevocably and fully waives any and all right to appeal the Final Judgment and Permanent Injunction, to have it vacated or set aside, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Defendant further consents to be bound by the terms of the Final Judgment and Permanent Injunction worldwide, regardless of the territorial scope of the specific intellectual property rights enumerated in the Complaint of the above-captioned case. Defendant agrees that the Final Judgment and Permanent Injunction may be enforced either in this Court or wherever Defendant or his assets may be found, including and especially in the courts of Canada, and hereby waives any objection to personal jurisdiction or venue in any enforcement action filed by Plaintiff against Defendant in a court with territorial authority over Defendant's then-place of residence.

CONSENT TO ENTRY OF JUDGMENT AND PERMANENT
INJUNCTION - 2
Case No. 2:21-cv-00519-RSL

GORDON TILDEN THOMAS CORDELL	600 University Street Suite 2915 Seattle, WA 98101 206.467.6477
---	--

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

right of the Plaintiff to recover damages for any and all violations of the Digital Millennium Copyright Act (“DMCA”) and/or infringements of the Plaintiff’s copyrighted works by the Defendant and/or any other violations of the law, occurring after the date of filing of this Consent to Entry of Judgment and Permanent Injunction.

9. The Defendant acknowledges that he has read this Consent to Entry of Judgment and Permanent Injunction, as well as the Final Judgment and Permanent Injunction attached as Exhibit A, has had those documents explained by counsel of this choosing, and fully understands them and agrees to be bound thereby—including and especially their worldwide application and enforceability, including in the courts of Canada—and will not deny the truth or accuracy of any term or provision herein.

10. The Plaintiff shall not be required to post any bond or security, and the Defendant permanently, irrevocably, and fully waives any right to request a bond or any other security.

11. The undersigned counsel represent that they have been authorized to execute this Consent to Entry of Judgment and Permanent Injunction on behalf of their respective clients as set forth below.

[SIGNATURE BLOCK ON FOLLOWING PAGE.]

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

By: /s/ Michael Rosenberger
Michael Rosenberger, WSBA #17730
600 University Street, Suite 2915
Seattle, WA 98101
(206) 467-6477
mrosenberger@gordontilden.com

By: 
Michael Filipovic, WSBA #12319
1601 Fifth Avenue, Suite 700
Seattle, WA 98101
(206) 553-1100
Michael_Filipovic@fd.org

JENNER & BLOCK LLP
Attorneys for Plaintiff Nintendo of America Inc

By: /s/ Alison I. Stein
Alison I. Stein (*Pro Hac Vice*)
Cayman C. Mitchell (*Pro Hac Vice*)*
919 Third Avenue, 38th Floor
New York, NY 10022
Telephone: (212) 891-1600
Facsimile: (212) 891-1699
astein@jenner.com
cmitchell@jenner.com


GARY BOWSER

**Admitted only in Massachusetts, not admitted in
New York. Practicing under the supervision of the
Partnership of Jenner & Block LLP*

CONSENT TO ENTRY OF JUDGMENT AND PERMANENT
INJUNCTION - 4
Case No. 2:21-cv-00519-RSL

**GORDON
TILDEN
THOMAS
CORDELL** | 600 University Street
Suite 2915
Seattle, WA 98101
206.467.6477