

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WIZARDS OF THE COAST LLC, a Delaware
limited liability company,

Plaintiff,

v.

THOMAS PATRICK NOLAN, an individual,
and STEFAN OSMENA, an individual,

Defendants.

No. C09-0459 TSZ

**[PROPOSED] FINAL JUDGMENT ON
CONSENT**

NOTED FOR CONSIDERATION: October 13,
2009

1. CONFESSION OF JUDGMENT

Defendant Thomas Patrick Nolan confesses and consents to judgment in favor of Plaintiff Wizards of the Coast LLC ("Wizards") and authorizes the Court to enter judgment granting monetary and permanent injunctive relief in favor of Wizards and against Defendant Nolan as set forth below.

Defendant Nolan unlawfully acquired an unprotected copy of Wizards' publication of 4th Edition Dungeons & Dragons® *Player's Handbook*® 2 ("*Player's Handbook 2*") through a peer-to-peer network. Defendant Nolan then made and distributed unauthorized copies of *Player's Handbook 2* by uploading an unprotected copy to his account on Scribd, a third-party file-

1 sharing site. Defendant Nolan's unlawful copying and distribution of *Player's Handbook 2* has
2 caused significant damage to Wizards.
3

4
5 Defendant Nolan confesses and consents to judgment as follows:
6

7 1. Defendant Nolan consents to this Court's jurisdiction over the subject matter at
8 issue in this action.
9

10 2. Defendant Nolan consents to this Court's personal jurisdiction over him for the
11 purposes of entry and enforcement of this Final Judgment on Consent and all related matters.
12

13 3. Defendant Nolan consents to entry of this judgment for monetary relief against
14 him and in favor of Wizards as a remedy for Defendant Nolan's copyright infringement, as
15 alleged in the Complaint. Defendant Nolan consents to entry of such judgment in the total
16 amount of One Hundred Twenty-Five Thousand Dollars (\$125,000).
17

18 4. Defendant Nolan consents to entry of this judgment for permanent injunctive
19 relief against him and in favor of Plaintiff Wizards immediately, permanently, and forever
20 enjoining Defendant Nolan, his agents, representatives, and any other persons in active concert
21 or participation with him who receive actual notice of this Final Judgment on Consent by
22 personal service or otherwise from directly or indirectly infringing Wizards' (including its
23 parent's, subsidiaries', or affiliates') rights in any copyrighted work, whether now in existence or
24 later created, including, without limitation, by unlawfully copying, reproducing, displaying,
25 creating derivative works, or distributing such works. By way of example, such prohibited
26 conduct includes, but is not limited to, copying, reproducing, uploading, downloading,
27 distributing, or making available for copying or distribution by any online media distribution
28 system, such as file-sharing websites, peer-to-peer networks, and other online communication
29 systems.
30

31 5. Defendant Nolan further consents to entry of injunctive relief ordering him to
32 destroy immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized
33 copies of Wizards' copyrighted works in his possession, custody, or control, including, but not
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

1 limited to, any such copies uploaded or otherwise made available on any file-sharing site, peer-
2 to-peer network, or other online communication system.

3
4
5 6. Defendant Nolan agrees and stipulates that this Final Judgment on Consent is
6
7 final and may not be appealed by either party.

8
9 DATED this ~~3rd~~ day of September, 2009.

10
11
12
13 
14 THOMAS PATRICK NOLAN

15
16
17
18 **II. VERIFICATION**

19
20 I, Thomas Patrick Nolan, verify under oath that the above Confession of Judgment is
21 agreed to, and stipulated to, by me.


22
23
24
25 
26 THOMAS PATRICK NOLAN

27
28
29
30
31 **III. ASSENT BY PLAINTIFF**

32
33 Plaintiff Wizards of the Coast LLC assents to the entry of this Final Judgment on Consent
34 agreed to, stipulated to, and authorized by Defendant Thomas Patrick Nolan.

35
36 DATED this ~~12th~~ day of ~~September~~, 2009.
37
38 ~~12th~~ ~~September~~ ~~2009~~
39 ~~12th~~ ~~October~~

40
41 **WIZARDS OF THE COAST LLC**

42
43 By 
44 Its SVP FINANCE

IV. JUDGMENT

Having reviewed this [Proposed] Final Judgment on Consent granting monetary and injunctive relief in favor of Wizards of the Coast LLC against Defendant Thomas Patrick Nolan, based on the foregoing Confession of Judgment, Verification, and Assent by Plaintiff, the Court enters judgment as follows:

1. The Court has jurisdiction over the subject matter at issue in this action.
2. The Court has personal jurisdiction over Defendant Nolan for the purposes of entry and enforcement of this Final Judgment on Consent and enforcement of all related matters.
3. Judgment for monetary relief is awarded against Defendant Nolan and in favor of Plaintiff Wizards of the Coast LLC in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) for Defendant Nolan's copyright infringement of Plaintiff's copyrighted work.
4. Judgment for permanent injunctive relief is awarded against Defendant Nolan and in favor of Plaintiff Wizards of the Coast LLC. Defendant Nolan, his agents, representative, and any other persons in active concert or participation with him who receive actual notice of this Final Judgment on Consent by personal service or otherwise are immediately and permanently and forever enjoined from directly or indirectly infringing Plaintiff's (including its parent's, subsidiaries', and affiliates') rights in any copyrighted work, whether now in existence or later created, including, without limitation, by unlawfully copying, reproducing, displaying, creating derivative works, or distributing such works. By way of example, such prohibited conduct includes, but is not limited to, copying, reproducing, uploading, downloading, distributing, or making available for copying or distribution by any online media distribution system, such as file-sharing websites, peer-to-peer networks, and other online communication systems.
5. Defendant Nolan is further ordered to destroy immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized copies of Wizards' copyrighted works in his possession, custody, or control, including, but not limited to, any such copies uploaded or

1 otherwise made available on any file-sharing site, peer-to-peer network, or other online
2
3 communication system.
4

5 6. Each party shall bear its or his own attorneys' fees, costs, and expenses.
6

7 7. Given Defendant Nolan's confession of judgment, there is no just reason to delay
8
9 entry of final judgment against Defendant Nolan.
10

11 8. This Final Judgment on Consent may not be appealed by either party.
12
13

14 DATED this ____ day of October, 2009.
15
16
17
18

19 _____
20 HONORABLE THOMAS S. ZILLY
21
22
23

24 Presented by:
25

26 **PERKINS COIE LLP**
27
28
29

30 s/ Jeffrey M. Hanson
31

32 Elizabeth M. McDougall, WSBA # 27026
33

34 Jeffrey M. Hanson, WSBA # 34871
35

36 Perkins Coie LLP
37

38 1201 Third Avenue, Suite 4800
39

40 Seattle, WA 98101-3099
41

42 Telephone: 206-359-8000
43

44 Fax: 206-359-9000
45
46
47
48
49
50
51

Attorneys for Plaintiff

Wizards of the Coast LLC