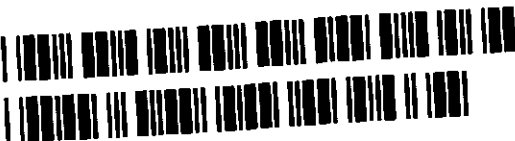


THE HONORABLE THOMAS S. ZILLY



09-CV-00459-APPR

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-

~~PROPOSED~~ CONSENT JUDGMENT (C09-0459) - 1

23652-0037/LEGAL16760631 3

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

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

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

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

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

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

30 5. Defendant Nolan further consents to entry of injunctive relief ordering him to
31 destroy immediately all unauthorized copies of *Player's Handbook 2* and any other unauthorized
32 copies of Wizards' copyrighted works in his possession, custody, or control, including, but not
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(PROPOSED)  CONSENT JUDGMENT (C09-0459) - 2

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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.
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5 6. Defendant Nolan agrees and stipulates that this Final Judgment on Consent is
6 final and may not be appealed by either party.
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9 DATED this 3rd day of September, 2009.
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13 THOMAS PATRICK NOLAN
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18 **II. VERIFICATION**

19 I, Thomas Patrick Nolan, verify under oath that the above Confession of Judgment is
20 agreed to, and stipulated to, by me.
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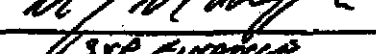
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24 THOMAS PATRICK NOLAN
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30 **III. ASSENT BY PLAINTIFF**

31 Plaintiff Wizards of the Coast LLC assents to the entry of this Final Judgment on Consent
32 agreed to, stipulated to, and authorized by Defendant Thomas Patrick Nolan.
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35 DATED this 12th day of September, 2009.
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38 12. October
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40 **WIZARDS OF THE COAST LLC**

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42 By 
43 Its SVP FINANCE
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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 communication system.
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5 6. Each party shall bear its or his own attorneys' fees, costs, and expenses.
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7 7. Given Defendant Nolan's confession of judgment, there is no just reason to delay
8 entry of final judgment against Defendant Nolan,
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11 8. This Final Judgment on Consent may not be appealed by either party.
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14 DATED this 16 day of October, 2009.
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HONORABLE THOMAS S. ZILLY

Presented by:

PERKINS COIE LLP

s/ Jeffrey M. Hanson

Elizabeth M. McDougall, WSBA # 27026

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