

The Honorable Robert S. Lasnik

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NINTENDO OF AMERICA INC.,

Plaintiff,

v.

GARY BOWSER,

Defendant.

NO. 2:21-cv-00519-RSL

CONSENT TO ENTRY OF JUDGMENT
AND PERMANENT INJUNCTION

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

1. The Defendant acknowledges that he has been properly and validly served with the Summons and Complaint in this action.
2. Defendant acknowledges and agrees that the award of monetary relief here bears a reasonable relationship to the range of damages and attorneys’ fees and full costs that the parties could have anticipated would be awarded at and following a trial of this action.

1 3. Defendant irrevocably and fully waives notice and service of this Consent to Entry
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3 of Judgment and Permanent Injunction, and notice and service of the Final Judgment and
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5 Permanent Injunction, once issued by this Court, and understands and agrees that violation of the
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7 Final Judgment and Permanent Injunction will expose the Defendant to all penalties provided by
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9 law, including for contempt of Court.

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

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

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

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

1 Defendant acknowledges and agrees that the Final Judgment and Permanent Injunction was not
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3 obtained by fraud, nor is it invalid as against public policy or lack of natural justice, and hereby
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5 waives any equitable argument against its enforcement.
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7 8. Nothing contained in the Final Judgment and Permanent Injunction shall limit the
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9 right of the Plaintiff to recover damages for any and all violations of the Digital Millennium
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11 Copyright Act (“DMCA”) and/or infringements of the Plaintiff’s copyrighted works by the
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13 Defendant and/or any other violations of the law, occurring after the date of filing of this Consent
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15 to Entry of Judgment and Permanent Injunction.
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17 9. The Defendant acknowledges that he has read this Consent to Entry of Judgment
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19 and Permanent Injunction, as well as the Final Judgment and Permanent Injunction attached as
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21 Exhibit A, has had those documents explained by counsel of this choosing, and fully understands
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23 them and agrees to be bound thereby—including and especially their worldwide application and
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25 enforceability, including in the courts of Canada—and will not deny the truth or accuracy of any
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27 term or provision herein.
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29 10. The Plaintiff shall not be required to post any bond or security, and the Defendant
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31 permanently, irrevocably, and fully waives any right to request a bond or any other security.
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33 11. The undersigned counsel represent that they have been authorized to execute this
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35 Consent to Entry of Judgment and Permanent Injunction on behalf of their respective clients as set
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37 forth below.
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39 [SIGNATURE BLOCK ON FOLLOWING PAGE.]
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DATED this 3rd day of December, 2021.

GORDON TILDEN THOMAS &
CORDELL LLP
Attorneys for Plaintiff Nintendo of America Inc

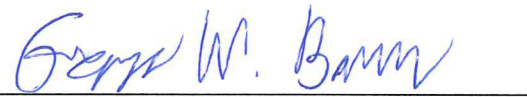
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GARY BOWSER

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