

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF ARIZONA

3 MDY INDUSTRIES, LLC,)

4 Plaintiff and Counter-Claim)
5 Defendant)

6 vs.)

7 BLIZZARD ENTERTAINMENT, INC.,)
8 and VIVENDI GAMES, INC.)

9 Defendants and)
10 Counter-Claim Plaintiffs.)

11 BLIZZARD ENTERTAINMENT, INC.,)
12 and VIVENDI GAMES, INC.)

13 Third-Party Plaintiffs,)

14 vs.)

15 MICHAEL DONNELLY,)

16 Third-Party Defendant.)

Case No.: CV06-02555-PHX-DGC

**PROPOSED PERMANENT
INJUNCTION**

The Honorable David G. Campbell

PROPOSED ORDER

17
18 WHEREAS, this Court has found that MDY Industries and Michael Donnelly
19 (collectively "MDY") are liable to Blizzard Entertainment, Inc. and Vivendi Games, Inc.
20 (collectively "Blizzard") for contributory and vicarious copyright infringement and tortious
21 interference with contractual relations; and

22 WHEREAS, good cause having been shown;

23 IT IS ON THIS _____ day of _____, 2008, ORDERED THAT:

24 1. MDY, and all persons and entities acting in concert with it, are hereby
25 permanently enjoined and restrained from knowingly:
26

27 (a) Marketing, selling, supporting, distributing or developing Glider or any
28 other automation (a/k/a "bot"), cheat, or circumvention software that may be used in
connection with World of Warcraft ("WoW");

1 (b) Infringing, or contributing to the infringement of, Blizzard's copyrights
2 in its "World of Warcraft" software, including but not limited to the copying of game
3 client program information in to RAM in conjunction with a breach of Section 4 of the
4 Terms of Use for the World of Warcraft Game Client as specified in the July 14, 2008
5 order of the United States District Court for the District of Arizona granting summary
6 judgment in Blizzard's favor;

7 (c) Operating or supporting any server that authenticates copies of Glider
8 or provides Glider with information about the memory addresses WoW uses to store
9 its game state information;

10 (d) Continuing developing, maintaining or updating Glider or other
11 automation (a/k/a "bot"), cheat or circumvention software, including but not limited to
12 the release of patches or information to facilitate the use of such software and/or to
13 circumvent existing or future security measures taken by Blizzard;

14 (e) Distributing, selling, providing access to, or otherwise making public or
15 known to any other party the source code for Glider or any part thereof, including
16 without limitation "Tripwire" or any other technology used to circumvent Blizzard's
17 security measures;

18 (f) Providing assistance in any form to third parties in developing their
19 own automation (a/k/a "bot"), cheat or circumvention software for use with WoW.

20 2. This Order shall apply to MDY's activities worldwide, and shall apply with the
21 same force and effect to any future release of the WoW Game Client in which Blizzard has
22 a financial or other interest, now or in the future, which interest is known to MDY.

23 3. MDY, and any persons or entities controlled directly or indirectly by it, are
24 hereby permanently enjoined and restrained from having any involvement with or holding
25 anything other than a passive investment or financial interest in any enterprise that it, he or she
26 knows is engaging in any of the activities prohibited by this Consent Order.
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28

4. In the event that MDY becomes aware that an enterprise in which it has more than a passive investment or financial interest is engaged in any of the activities prohibited by this Order, it must immediately divest itself of any such investment or financial interest and to promptly notify Blizzard of the same.

5. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Order.

IT IS SO ORDERED.

DATED this _____ day of _____, 200__.

David G. Campbell
United States District Judge