Doc. 35 Att. 9

EXHIBIT I

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1st TECHNOLOGY LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

1ST TECHNOLOGY LLC,	2:06-cv-01110-RLH-GWF
Plaintiff, v. RATIONAL ENTERPRISES LTDA., RATIONAL POKER SCHOOL LIMITED, BODOG ENTERTAINMENT GROUP S.A., BODOG.NET, BODOG.COM, and FUTUREBET SYSTEMS LTD., Defendants.	[PROPOSED] ORDER GRANTING PLAINTIFF 1 ST TECHNOLOGY LLC'S MOTION FOR PERMANENT INJUNCTION AGAINST DEFENDANTS BODOG, ENTERTAINMENT GROUP, S.A. BODOG.NET, AND BODOG.COM

The Court has considered Plaintiff 1st Technology LLC's (hereinafter "1st Technology") Motion for Permanent Injunction Against Defendants Bodog Entertainment Group, S.A.; Bodog.Net; and Bodog.Com (hereinafter the "Bodog Entities"), including the affidavit and all exhibits attached thereto. Pursuant to 35 U.S.C. §283 and the standards enunciated in *eBay Inc. v. MercExchange, L.L.C.*, 126 S.Ct. 1837, 1839 (2006), the Court grants 1st Technology's motion as follows:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, or agencies, persons or entities are enjoined from conducting any further advertising accessible in the United States whether it is through websites, Internet transmissions, magazines, print, television, or other forms of advertising unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights. This Order must also enjoin any and all companies, entities, and individuals from accepting advertising from the Bodog Entities and/or continuing to advertise for the Bodog Entities or to incorporate and/or placing advertising featuring the Bodog Entities, Bodog trademarks, or Bodog products and services, and/or ads or graphics that link to the

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities are enjoined from downloading their infringing software into the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights. This Order must also enjoin any and all companies from enabling the downloading of said software into the U.S.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities are enjoined from the use of any infringing Bodog Entities products or services, including the infringing software, by any person or entity in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities are enjoined from the marketing and promotion of any infringing Bodog Entities products or services, including the infringing software, by any person or entity in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights. This shall include the participation of any entity or person in the U.S. in any Bodog Entity marketing or affiliate program.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities are enjoined from the importation, manufacture, development of any infringing Bodog Entities products or services, including the infringing software, by any person or entity in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities are enjoined from any and all transactions which are a part of infringing Bodog Entities products or services, including the infringing software, by any person or entity in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities, and all U.S. websites, internet service providers (ISPs), and domain registrars are enjoined from facilitating any infringing Bodog Entities products or services, and the

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27 28 associated U.S. traffic, or otherwise to redirect such traffic to a site specified by 1st Technology LLC unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their agents, persons or entities and any U.S. entity or person are enjoined from operating a website, web server, ISP, domain registrar from participating in web hosting, internet processing, transaction processing, or functioning as a domain registrar or anonymity proxy service for any infringing Bodog Entities products or services, including the infringing software, and the domains Bodog.com, and Bodog.net unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any payment processor, financial institution, or credit card company, are enjoined from processing or participating in transactions involving any infringing Bodog Entities products or services, including specifically Bodog.com and Bodog.net, with any person or entity in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights. This shall include but not be limited to payments to and accounts for U.S. players of infringing Bodog Entities games, and payments to Bodog advertisers, sponsors, and affiliates.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities, their officers, directors, employees, contractors, and agents are enjoined from continuing development of infringing Bodog Entities products or services, including the infringing software, operating any website offering said infringing products and services to the U.S., or taking any money from any person or entity in the U.S. using said infringing products and services unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any entity or person in the U.S. are enjoined from contributing to the development of Bodog Entities advertising campaign, or marketing campaign, or associated branded Bodog Entities material unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any entity of person in the U.S. is enjoined from providing customer service and associated communications services for any infringing Bodog Entities products or services, including the infringing software, Bodog.com 13

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and Bodog.net unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any Bodog Entities are enjoined from engaging in all customer loyalty and promotional events, new customer sign-up or registration, programs involving any persons or entities in the U.S. unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that any use in the U.S. of Bodog Entities trademarks in connection with advertising, promotion, marketing, or use, of any infringing Bodog Entities products or services is enjoined, unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Bodog Entities are enjoined from participating in any further sponsorship and from providing subsidies to any individuals or entities for any events whether live or recorded for later playback, and in person or via Internet, broadcast television, or other media, including but not limited the World Series of Poker unless the Bodog Entities take a license on 1st Technology LLC's intellectual property rights..events such as the World Series Poker. Any and all entities and individuals who are presently accepting such subsidies and sponsorships are immediately enjoined from obtaining any further monies from the Bodog Entities, their agents, or agencies, and from broadcasting past events incorporating said sponsorship or subsidies.

DATED:

UNITED STATES DISTRICT JUDGE

Respectfully Submitted by: 23

24 HUTCHISON & STEFFEN, LLC

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> Attorneys for Plaintiff 1st TECHNOLOGY LLC