

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

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DRAFTKINGS INC.,

Plaintiff,

v.

MICHAEL HERMALYN,

Defendant.

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No. 1:24-cv-10299-JEK

**ORDER OF PRELIMINARY INJUNCTION**

**KOBICK, J.**

After considering the motion of plaintiff DraftKings, Inc., ECF 72, the opposition of defendant Michael Hermalyn, ECF 101, and the reply brief, ECF 114, and after holding hearings on April 2, 2024 and April 16, 2024, and for the reasons stated today in the Court's Memorandum and Order granting that motion, the Court now enters this Order, which shall remain in effect until further Order of this Court.

IT IS HEREBY ORDERED, pursuant to Federal Rule of Civil Procedure 65, that defendant Michael Hermalyn is enjoined as follows:

1. Hermalyn is enjoined from: (i) using any Confidential Information (as defined in the "Nonsolicitation, Nondisclosure & Assignment of Inventions Agreement" dated August 31, 2020, ECF 1-1)) for any purpose that is not authorized by the Company (as defined in the Nonsolicitation, Nondisclosure & Assignment of Inventions Agreement); (ii) disclosing any Confidential Information to any person or entity, except as authorized by the Company in connection with Hermalyn's job duties; or (iii) removing or transferring Confidential Information from the Company's premises or systems except as authorized by the Company;
2. Hermalyn is also enjoined for a period of twelve months starting on February 1, 2024, from directly or indirectly either for himself or for any other person, partnership, legal entity, or enterprise: (i) soliciting, in person

or through supervision or control of others, an employee, advisor, consultant or contractor of the Company (as defined in the Nonsolicitation, Nondisclosure & Assignment of Inventions Agreement) for the purpose of inducing or encouraging the employee, advisor, consultant or contractor to leave his or her relationship with the Company or to change an existing business relationship to the detriment of the Company; (ii) hiring away an employee, advisor, consultant or contractor of the Company; or (iii) helping another person or entity hire away a Company employee, advisor, consultant or contractor;

3. Hermalyn is further enjoined for a period of twelve months starting on February 1, 2024, anywhere within the United States of America, acting individually, or as an owner, shareholder, partner, employee, contractor, agent or otherwise (other than on behalf of Company (as defined in the “Noncompetition Covenant” dated August 16, 2023, ECF 1-2, at 11-17)) from: (1) providing services to a Competing Business (as defined in the Noncompetition Covenant, and to include Fanatics, Inc. and Fanatics, Inc.’s subsidiaries, affiliates, and joint ventures) that relate to any aspect of the Business of the Company (as defined in the Noncompetition Covenant) for which Hermalyn performed services or received Confidential Information at any time during the six-month period prior to February 1, 2024; or (2) committing a Threatened Breach (as defined in the Noncompetition Covenant) of the obligation set forth in the immediately preceding clause; and
4. Hermalyn is additionally enjoined from moving, destroying, deleting, altering, or otherwise disposing of any files, documents, and digital media that contain any Confidential Information (as defined in the Nonsolicitation, Nondisclosure & Assignment of Inventions Agreement) and/or that are derived from such information.

Pursuant to Fed. R. Civ. P. 65(c), DraftKings shall post an additional security bond in the amount of \$150,000 as soon as reasonably practicable after entry of this Order but in any event no later than close of business on Tuesday, May 7, 2024. *See* ECF 117, at 2.

SO ORDERED.

Dated: April 30, 2024

/s/ Julia E. Kobick  
Julia E. Kobick  
United States District Judge