

which conspicuously restrict and limit the sale and use of the GoPhones. These Terms and Conditions are set forth in printed inserts that are included in the packaging with every AT&T GoPhone and are posted on AT&T's website. The Terms and Conditions and language on the GoPhone packaging constitute a valid binding contract.

AT&T asserts that Defendants have violated the Terms and Conditions by, *inter alia*, purchasing AT&T GoPhones with the intent that such phones will not be activated and used on AT&T's service, but instead with the intent to improperly unlock, repackage, and resell the phones, and by otherwise using the GoPhones.

As a result of Defendants' alleged involvement in the Illicit Bulk Retail Scheme, AT&T asserted claims against Defendants for breach of contract; infringement of federally registered trademarks under 15 U.S.C. § 1114; federal trademark dilution; federal trademark infringement and false advertising under 15 U.S.C. § 1125(a)(1)(A) and (B); unfair competition under Texas common law; contributory trademark infringement; tortious interference with business relationships and prospective advantages; tortious interference with contract; harm to AT&T's goodwill and business reputation; civil conspiracy; and unjust enrichment.

Based on the respective positions advocated by the parties and having reviewed the Complaint and file and being otherwise duly and fully advised in the premises, it is hereby

ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over all the parties and all of the claims set forth in AT&T's complaint.

2. The Court finds that AT&T has the right to use and enforce said rights in the stylized AT&T and GOPHONE marks, which are used in connection with telecommunications products and services, as depicted below:



AT&T uses the AT&T Marks on and in connection with its telecommunications products and services. The AT&T and GOPHONE marks are valid, distinctive, protectable, famous, have acquired secondary meaning, and are associated exclusively with AT&T.

3. The Court finds that Defendants' involvement in the Illicit Bulk Retail Scheme constitutes breach of contract; infringement of federally registered trademarks under 15 U.S.C. § 1114; federal trademark dilution; federal trademark infringement and false advertising under 15 U.S.C. § 1125(a)(1)(A) and (B); unfair competition under Texas common law; contributory trademark infringement; tortious interference with business relationships and prospective advantages; tortious interference with contract; harm to AT&T's goodwill and business reputation; civil conspiracy; and unjust enrichment.

4. The Court finds that the Terms and Conditions and the language on the GoPhone packaging constitute a valid binding contract enforceable against Defendants. The Court finds that (a) facilitating others to use GoPhones in conjunction with service providers other than AT&T, and (b) tampering with or altering, or facilitating or assisting others to tamper with or alter, GoPhones or the GoPhones' software constitute independent breaches of contract for which AT&T is entitled to relief.

5. The Court further finds that Defendants' participation in the Illicit Bulk Retail Scheme has caused substantial and irreparable harm to AT&T for which there is no adequate

remedy at law, and will continue to cause substantial and irreparable harm to AT&T unless enjoined.

6. On review and consideration of all relevant factors, AT&T is entitled to damages and injunctive relief on the claims as set forth in the Complaint.

7. Final judgment is hereby entered, jointly and severally, against Defendants, Aminabana M. Hussain, a.k.a. Aminabanu M. Hussain, individually, and d.b.a. Wireless Supply, Mansoor Ali M. Hussain, and Navroz Ali Hussain and in favor of the Plaintiffs AT&T Mobility LLC and AT&T Intellectual Property II L.P., on all claims set forth in AT&T's complaint in the principal amount of FIVE MILLIONS DOLLARS AND ZERO CENTS (\$5,000,000.00 (U.S.)), which shall bear interest at the legal rate, for which let execution issue forthwith.

8. If, after the Judgment is entered, it is discovered that either Defendant to this action have violated the terms of this Permanent Injunction, the Court will order the payment of compensatory damages to AT&T in the amount of Five Thousand Dollars and No Cents (\$5,000.00 (U.S.)) for each AT&T phone and/or item of GoPhone-related materials or accessories purchased, sold, unlocked, reflashed, altered, advertised, solicited and/or shipped. The Court finds that these amounts are compensatory and reasonable estimations of the minimum damages suffered by AT&T for such a breach and will serve to compensate AT&T for its losses in the event a Defendant violates the terms of this Permanent Injunction.

9. Aminabana M. Hussain, a.k.a. Aminabanu M. Hussain, individually, and d.b.a. Wireless Supply, Mansoor Ali M. Hussain, and Navroz Ali Hussain, and each and all of his, her and its past and present respective officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, agents, employees, heirs, personal representatives, beneficiaries, relatives, and all other persons or entities acting or purporting to

act for him/her/it or on his/her/its behalf, including but not limited to any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with any Defendant or any Defendant's representatives, agents, assigns, parent entities, employees, independent contractors, associates, servants, affiliated entities, and any and all persons and entities in active concert and participation with any Defendant who receive notice of this Order, shall be and hereby are PERMANENTLY ENJOINED from:

- a. purchasing, selling, unlocking, reflashing, altering, advertising, soliciting and/or shipping, directly or indirectly, any AT&T GoPhones or GoPhone-related materials or accessories, including activation kits, PIN numbers, user guides, and SIM cards;
- b. purchasing, selling, unlocking, reflashing, altering, advertising, soliciting and/or shipping, directly or indirectly, any AT&T wireless handset that Defendants know or should know bears any AT&T or GoPhone Trademark, any other trademark owned or used by AT&T. Unless expressly authorized by AT&T in writing, Defendants are enjoined from purchasing and/or selling, directly or indirectly, all models of GoPhones currently offered for sale by AT&T or that may be offered for sale in the future, as listed and updated from time to time on AT&T's website: <http://www.att.com>, regardless of whether such devices are in or out of their original packaging, or whether "locked," "unlocked," or otherwise modified in any way by any person;
- c. accessing, altering, erasing, tampering with, deleting or otherwise disabling the software contained in any GoPhone;

- d. facilitating or in any way assisting other persons or entities who Defendants know or should know are engaged in unlocking GoPhones and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in GoPhones;
- e. facilitating or in any way assisting other persons or entities who Defendants know or should know are engaged in any of the acts prohibited under this Permanent Injunction, including, without limitation, the buying and/or selling of unlocked GoPhones; and
- f. knowingly using the AT&T or GoPhone Marks or any mark owned or used by AT&T, or that is likely to cause confusion with AT&T's marks, without AT&T's prior written authorization.

10. The address of Defendant Aminabanu M. Hussain is 4320 Fairway Drive # 4202, Carrollton, Texas, 75010.

11. The address of Defendant Wireless Supply is 4320 Fairway Drive # 4202, Carrollton, Texas, 75010.

12. The address of Defendant Mansoor Ali M. Hussain is 4320 Fairway Drive # 4202, Carrollton, Texas, 75010.

13. The address of Defendant Navroz Ali Hussain is 4320 Fairway Drive # 4202, Carrollton, Texas, 75010.

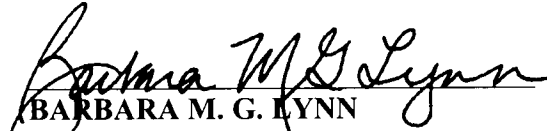
14. The address of Plaintiffs AT&T Mobility LLC and AT&T Intellectual Property II L.P. is 5565 Glenridge Connector, Suite 1700, Atlanta, GA 30342.

15. The Court retains jurisdiction over this matter and the parties to this action in order to enforce any violation of the terms of this Permanent Injunction by a finding of contempt

and an order for payment of compensatory damages to AT&T in accordance with paragraph 8 of this Judgment.

16. The prevailing party in any proceeding to enforce compliance with the terms of this Permanent Injunction shall be entitled to an award of its attorneys' fees and costs.

DONE AND ORDERED in Dallas, Texas, this 3rd day of October, 2008.


BARBARA M. G. LYNN
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS

Copies furnished to:

James B. Baldinger, *counsel for Plaintiffs AT&T Mobility LLC and AT&T Intellectual Property II L.*

David R. Gibson, *counsel for Defendants, Aminabanu M. Hussain, individually, and d.b.a. Wireless Supply, Mansoor Ali M. Hussain, and Navroz Ali Hussain*

CASE CLOSED

CASE NUMBER: 3:08-CV-1462-M

DATE: October 3, 2008

TRIAL: YES _____ NO xxxxx