



**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 08-21558-CIV-MORENO

AT&T MOBILITY LLC and AT&T MOBILITY
II LLC,

Plaintiffs,

vs.

PLATFORM ENTERPRISES; HASSAN Y. ESSAYLI,
JOHN DOES 1-50; XYZ COMPANIES 1-50,

Defendants.

_____ /

**FINAL JUDGMENT OF PERMANENT INJUNCTION
AGAINST DEFENDANTS PLATFORM ENTERPRISES AND HASSAN Y. ESSAYLI**

Plaintiffs AT&T Mobility LLC and AT&T Mobility II LLC (collectively "AT&T"), brought the above-captioned lawsuit against Defendants Platform Enterprises and Hassan Y. Essayli (the "Defendants"), asserting that Defendants are engaged in an enterprise involving the acquisition, sale, and alteration of large quantities of AT&T wireless devices sold for the purpose of use with AT&T's prepaid service (referred to herein as "GoPhones") purchased from various retail outlets, the solicitation and payment of others to bulk purchase GoPhones for Defendants' benefit, disabling the prepaid software installed in the GoPhones essential for consumers to access AT&T's prepaid wireless network, or reselling the GoPhones to others who disable the software, and ultimately selling the altered GoPhones as new under AT&T's trademarks and selling the GoPhone SIM cards and/or PIN numbers in bulk for the purpose of unlawfully acquiring free airtime minutes (the "Bulk Resale Enterprise").

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

1. The Court finds that Defendants' involvement in the Bulk Resale Enterprise, if proven as alleged, would constitute breach of contract; infringement of federally registered trademarks under 15 U.S.C. 1114; federal trademark infringement and false advertising under 15 U.S.C. § 1125(a)(1)(A) and (B); federal trademark dilution under 15 U.S.C. 1125(c); unfair competition under Florida common law; contributory trademark infringement; tortious interference with business relationships and prospective advantages; tortious interference with contract; civil conspiracy; unjust enrichment; and conspiracy to induce breach of contract.

2. The Court further finds that Defendants' participation in the Bulk Resale Enterprise, if proven as alleged, would have caused substantial and irreparable harm to AT&T, and would continue to cause substantial and irreparable harm to AT&T unless enjoined.

3. AT&T is entitled to injunctive relief on the claims set forth in the Complaint.

4. Final judgment of permanent injunction is hereby entered against Defendants Hassan Y. Essayli, individually, and Platform Enterprises, a California corporation, and in favor of Plaintiffs, AT&T Mobility LLC and AT&T Mobility II LLC.

5. Defendants Platform Enterprises and Hassan Y. Essayli, and each and all of their representatives, agents, employees, and any and all persons and entities who Defendants control 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 as well as "Activation Materials," which consist of SIM Cards, GoPhone Airtime cards, PIN numbers, and/or other materials packaged with GoPhones that are used to activate service or acquire airtime, 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 unless otherwise agreed to by AT&T in writing;

- b. accessing, altering, erasing, tampering with, deleting or otherwise disabling the software contained in any GoPhone;
- c. facilitating or 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 or fraudulently activating SIM cards;
- d. facilitating or 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/or Activation Materials; and
- e. knowingly using the AT&T or GoPhone Trademarks or any other trademark, service mark, trade name and/or trade dress owned or used by AT&T now or in the future, for the purpose of selling GoPhones and/or Activation Materials without AT&T’s prior written authorization

6. The last known address of Defendant Hassan Y. Essayli is 18572 Paseo Pizarro, Irvine, California 92603.

7. The last known address of Defendant Platform Enterprises is 23102 Terra Drive, Laguna Hills, California 92653.

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

9. 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 a payment of damages to AT&T in an amount of \$5,000 for each AT&T GoPhone that Defendants are found to have purchased, sold, or unlocked in violation of this Injunction. The Court finds that these amounts are compensatory and will serve to compensate AT&T for its losses in the event Defendants violate the terms of this Order.

10. 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 Miami, Florida, this 15 day of March, 2009


FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of record.