

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JS-6**

MICHAEL H. WEISS (State Bar No. 110148)  
mweiss@proskauer.com  
PROSKAUER ROSE LLP  
2049 Century Park East, 32nd Floor  
Los Angeles, CA 90067-3206  
Telephone: (310) 557-2900  
Facsimile: (310) 557-2193

JAMES B. BALDINGER (Florida Bar No. 869899)  
jbaldinger@carltonfields.com  
(admitted pro hac vice)  
Stacey K. Sutton (Florida Bar No. 0289530)  
ssutton@carltonfields.com  
(admitted pro hac vice)  
David B. Esau (Florida Bar No. 0650331)  
desau@carltonfields.com  
(admitted pro hac vice)  
CARLTON FIELDS, P.A.  
525 Okeechobee Blvd., Suite 1200, P.O. Box 150  
West Palm Beach, FL 33402-0150  
Telephone: (561) 659-7070  
Facsimile: (561) 659-7368

Attorneys for Plaintiff  
T-Mobile USA, Inc.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

14938640.1

1 T-MOBILE USA, INC., a Delaware Corporation  
 2  
 3 Plaintiff,  
 4 v.  
 5 PLATFORM ENTERPRISES, a California Corporation; HASSAN Y. ESSAYLI; and DOES 1-50,  
 6 Defendants.

) Case No. 08-cv-00444-SGL (SSx)  
 )  
 ) **FINAL JUDGMENT OF**  
 ) **PERMANENT INJUNCTION**  
 ) **AGAINST PLATFORM**  
 ) **ENTERPRISES AND HASSAN Y.**  
 ) **ESSAYLI**  
 )  
 )  
 )  
 )

9 Plaintiff T-Mobile USA, Inc. (“T-Mobile”), brought the above-captioned  
 10 lawsuit against Defendants Platform Enterprises and Hassan Y. Essayli  
 11 (“Defendants”) asserting that Defendants are engaged in an enterprise involving the  
 12 acquisition, sale, and alteration of large quantities of T-Mobile prepaid wireless  
 13 telephones (“T-Mobile Prepaid Handsets” or “Handsets”) purchased from various  
 14 retail outlets such as Wal-Mart, Target and Sam’s Club, the solicitation and  
 15 payment of others to bulk purchase T-Mobile Prepaid Handsets for Defendants’  
 16 benefit, disabling the prepaid software installed in the Handsets essential for  
 17 consumers to access T-Mobile’s prepaid wireless network, or reselling the Handsets  
 18 to others who disable the software, and ultimately selling the altered Handsets as  
 19 new under T-Mobile’s trademarks for the unauthorized use outside of the T-Mobile  
 20 prepaid wireless system for profit (the “Bulk Resale Enterprise”).

25 As a result of Defendants’ alleged involvement in the Bulk Resale Enterprise,  
 26 T-Mobile asserted claims against Defendants for breach of contract; federal  
 27 trademark infringement and false advertising under 15 U.S.C. § 1125(a)(1)(A) and  
 28

14938640.1

1 (B); unfair competition under California common law; contributory trademark  
2 infringement; tortious interference with business relationships and prospective  
3 advantage; harm to T-Mobile’s goodwill and business reputation; civil conspiracy;  
4 unjust enrichment; and conspiracy to induce a breach of contract. Accordingly, it is  
5 hereby:  
6

7  
8 **ORDERED, ADJUDGED and DECREED** that:

9 1. This Court has jurisdiction over all of the parties and all of the claims  
10 set forth in T-Mobile’s Complaint.  
11

12 2. The Court finds that T-Mobile has the right to use and enforce said  
13 rights in the standard character mark T-Mobile and a stylized T-Mobile Mark  
14 (collectively, the “T-Mobile Marks”), which are used in connection with  
15 telecommunications products and services, as depicted below:  
16



19  
20 T-Mobile uses the T-Mobile Marks on and in connection with its  
21 telecommunications products and services. The T-Mobile Marks are valid,  
22 incontestable, distinctive, protectable, famous, have acquired secondary meaning  
23 and are associated exclusively with T-Mobile.  
24

25 3. The Court finds that Defendants’ involvement in the Bulk Resale  
26 Enterprise, if proven as alleged, would constitute breach of contract; federal  
27 trademark infringement and false advertising under 15 U.S.C. § 1125(a)(1)(A) and  
28

14938640.1

1 (B); unfair competition under California common law; contributory trademark  
2 infringement; tortious interference with business relationships and prospective  
3 advantage; harm to T-Mobile's goodwill and business reputation; civil conspiracy;  
4 unjust enrichment; and conspiracy to induce a breach of contract.  
5

6 4. The Court further finds that Defendants' participation in the Bulk  
7 Resale Enterprise, if proven as alleged, would have caused substantial and  
8 irreparable harm to T-Mobile, and would continue to cause substantial and  
9 irreparable harm to T-Mobile unless enjoined.  
10

11 5. T-Mobile is entitled to injunctive relief on the claims set forth in the  
12 Complaint.  
13

14 6. Final judgment of permanent injunction is hereby entered against  
15 Defendants Hassan Y. Essayli, individually, and Platform Enterprises, a California  
16 corporation, and in favor of the Plaintiff, T-Mobile USA, Inc.  
17

18 7. Defendants Platform Enterprises and Hassan Y. Essayli, and each and all  
19 of their representatives, agents, employees and any and all persons and entities who  
20 Defendants control shall be and hereby are **PERMANENTLY ENJOINED** from:  
21

- 22 (A) purchasing, selling, unlocking, reflashing, altering, advertising,  
23 soliciting and/or shipping, directly or indirectly, any T-Mobile  
24 Prepaid Handsets as well as "Activation Materials," which  
25 consist of SIM cards, activation numbers and/or other materials  
26 packaged with T-Mobile prepaid phones that are used to activate  
27  
28

14938640.1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

service or acquire airtime from T-Mobile, currently offered for sale by T-Mobile or that may be offered for sale in the future, as listed and updated from time to time on T-Mobile’s website, <http://www.tmobile.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;

(B) accessing, altering, erasing, tampering with, deleting or otherwise disabling the software contained in any T-Mobile Prepaid Phone;

(C) facilitating or assisting other persons or entities who Defendant(s) know or should know are engaged in unlocking T-Mobile Prepaid Handsets and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in T-Mobile Prepaid Handsets or fraudulently activating SIM cards;

(D) facilitating or assisting in any way assisting, 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 locked or unlocked T-Mobile Prepaid Handsets and/or Activation Materials; and

(E) knowingly using the T-Mobile Marks or any other trademark, service mark, trade name and/or trade dress owned or used by T-

14938640.1

1 Mobile now or in the future, for the purpose of selling T-Mobile  
2 Prepaid Handsets and/or Activation Materials without T-  
3 Mobile's prior written authorization.  
4

5 8. The last known address of Defendant Hassan Y. Essayli is 18572  
6 Paseo Pizarro, Irvine, California 92603.  
7

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

10 10. The address of Plaintiff, T-Mobile USA, Inc. is 12920 S.E. 38th Street,  
11 Bellevue, Washington 98006.  
12

13 11. The Court retains jurisdiction over this matter and the parties to this  
14 action in order to enforce any violation of the terms of this Permanent Injunction by  
15 a finding of contempt and a payment of damages to T-Mobile in an amount of  
16 \$5,000 for each T-Mobile Prepaid Handset that Defendants are found to have  
17 purchased, sold, or unlocked in violation of this injunction. The Court finds that  
18 these amounts are compensatory and will serve to compensate T-Mobile for its  
19 losses in the event Defendants violate the terms of this Order.  
20  
21

22 12. The prevailing party in any proceeding to enforce compliance with the  
23 terms of this Permanent Injunction shall be entitled to an award of its attorneys'  
24 fees and costs.  
25

26 13. The Stipulated Protective Order and Order Thereon entered July 9,  
27 2008 [D.E. 56] are hereby VACATED. The Court further orders that the parties  
28

14938640.1

1 will keep all documents exchanged between them as confidential and will not share  
2 or use these documents in any way except as agreed to in writing by the parties.  
3

4 DONE AND ORDERED in Chambers in Los Angeles, California this 13th  
5 day of May, 2009.



6  
7 JUDGE, UNITED STATES DISTRICT COURT

8 Copies furnished to:  
9 Counsel and pro se litigants of record.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

14938640.1