

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

T-MOBILE USA, INC., a Delaware Corporation,	§	
	§	
	§	
Plaintiffs,	§	
	§	Civil Action No: 3:08-CV-00341
v.	§	
	§	
SHAZIA & NOUSHAD CORPORATION	§	
doing/business/as SAM’S ONE DOLLAR	§	
STORE, a Texas Corporation; NOUSHAD A.	§	
MIAN; SHAZIA NOUSHAD MIAN a/k/a	§	
HINA SHAZIA MIAN; and various XYZ	§	
COMPANIES 1-50 and JOHN OR JANE	§	
DOES 1-50 (UNIDENTIFIED),	§	
	§	
Defendants.	§	
	§	

**FINAL JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANTS SHAZIA & NOUSHAD CORPORATION
D/B/A SAM’S ONE DOLLAR STORE; NOUSHAD A. MIAN;
AND SHAZIA NOUSHAD MIAN A/K/A HINA SHAZIA MIAN**

The Court entered its Memorandum Opinion and Order granting Plaintiffs’ Motion for Default Judgment on July 13, 2009. Doc. # 24.

Consistent with the Court’s Memorandum Opinion and Order, it is **ORDERED, ADJUDGED** and **DECREED** that:

1. This Court has jurisdiction over all the parties and all of the claims set forth in T-Mobile’s Complaint.
2. The Court finds that T-Mobile has the right to use and enforce said rights in the standard character mark T-Mobile and a stylized T-Mobile Mark (collectively, the “T-Mobile Marks”) as depicted below:



T-Mobile uses the T-Mobile Marks on and in connection with its telecommunications products and services. Defendants' use of the T-Mobile Marks without authorization in connection with the Subsidy Theft Scheme has caused, and will further cause, a likelihood of confusion, mistake and deception as to the source of origin of the counterfeit products, and the relationship between T-Mobile and Defendants. Defendants' activities constitute false designation of origin, false descriptions and representations, and false advertising in commerce in violation of § 43(a) of the Lanham Act, 15 U.S.C. §1125(a)(1)(A) and (B). Defendants knew or should have known that T-Mobile is the exclusive licensee of the T-Mobile Marks, and that Defendants had no legal right to use the T-Mobile Marks on infringing products.

3. The Court finds that the Terms and Conditions and the language on the packaging constitute a valid binding contract enforceable against Defendants. The Court finds that facilitating others to use T-Mobile Prepaid Handsets in conjunction with service providers other than T-Mobile; tampering with or altering T-Mobile Prepaid Handsets or the Handsets' software; and/or entering unauthorized PIN numbers in the Handsets for purposes of unlocking the Handsets or facilitating others in such acts, constitute independent breaches of contract for which T-Mobile is entitled to relief.

4. The Court finds that the conduct set forth in the Complaint constitutes breach of contract, federal unfair competition under 15 U.S.C. 1125(a), unfair competition under the common law of the State of Texas, contributory trademark infringement, tortious interference with business relationships and prospective advantage, harm to T-Mobile's goodwill and business reputation, civil conspiracy, unjust enrichment, and conspiracy to induce breach of

contract, and has caused substantial and irreparable harm to T-Mobile, and would continue to cause substantial and irreparable harm to T-Mobile unless enjoined.

5. T-Mobile has suffered damages as a result of Defendants' conduct. On review and consideration of all relevant factors, and concluding that there is no just reason for delay, the Court finds that T-Mobile is entitled to damages and injunctive relief on the claims set forth in the Complaint.

6. Final judgment is hereby entered jointly and severally against Defendants SHAZIA & NOUSHAD CORPORATION d/b/a SAM'S ONE DOLLAR STORE; NOUSHAD A. MIAN; and SHAZIA NOUSHAD MIAN a/k/a HINA SHAZIA MIAN, (collectively "Defendants") and in favor of the Plaintiff, T-Mobile USA, Inc., and Plaintiff shall recover from Defendants **\$49,451.72**, which consists of \$25,500.00 in treble damages plus \$23,951.72 in attorneys' fees and costs. Interest on the judgment shall accrue at the rate of 0.40% per annum.

7. Defendants Shazia & Noushad Corporation d/b/a Sam's One Dollar Store, Noushad A. Mian, and Shazia Noushad Mian a/k/a Hina Shazia Mian, and each and all of their past, future, and present officers, directors, successors, predecessors, assigns, parents, subsidiaries, affiliates, related companies, agents, employees, attorneys, accountants, investigators, consultants, heirs, personal representatives, beneficiaries, relatives, independent contractors, and all other persons or entities acting or purporting to act for him/her/its behalf, 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 T-Mobile Phones or 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 T-Mobile wireless handset that Defendants know or should know bears any T-Mobile Mark, any other trademark owned or used by T-Mobile. Unless expressly authorized by T-Mobile in writing, Defendants are enjoined from purchasing and/or selling, directly or indirectly, all models of T-Mobile Phones currently offered for sale by T-Mobile, or that may be offered for sale in the future, 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 T-Mobile Phone;
- d. facilitating or in any way assisting other persons or entities who Defendants know or should know are engaged in unlocking T-Mobile Phones and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in T-Mobile Phones;
- 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 T-Mobile Phones; and
- f. knowingly using the T-Mobile Marks or any mark owned or used by T-Mobile, or that is likely to cause confusion with T-Mobile Marks, without T-Mobile’s prior written authorization.

8. The purchase, sale or shipment of any T-Mobile Phones without T-Mobile's prior written consent within and/or outside of the continental United States is and shall be deemed a presumptive violation of this permanent injunction.

9. The last known address of Shazia & Noushad Corporation d/b/a Sam's One Dollar Store is 935 E. Irving Boulevard, Irving, Texas 75060.

10. The last known address of Noushad A. Mian is 5800 Logan Drive, Plano, Texas 75094.

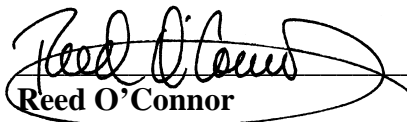
11. The last known address of Shazia Noushad Mian a/k/a Hina Shazia Mian is 5800 Logan Drive, Plano, Texas 75094.

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

13. The Court retains jurisdiction over this matter and the parties to this action in order to enforce the terms of this Permanent Injunction by a finding of contempt and an order for payment of compensatory damages to T-Mobile in an amount of not less than \$5,000 for each T-Mobile Handset that a Defendant is found to have purchased, sold, altered, unlocked or shipped in violation of this injunction.

14. All relief not specifically granted herein is denied. All pending motions not previously ruled on are denied. This is a Final Judgment and is appealable. Pursuant to FED. R. Civ. P. 54(b), the Court expressly determines that there is no just reason for delay and directs the Clerk of the Court to enter this Final Judgment.

So ORDERED this 3rd day of November, 2009.


Reed O'Connor
UNITED STATES DISTRICT JUDGE