

claims pursuant to 28 U.S.C. § 1367 because those claims are so related to the federal claims that they form part of the same case or controversy.

2. AT&T uses the stylized AT&T and GOPHONE marks in connection with telecommunications products and services, as depicted below:



3. Final judgment is hereby entered against Defendants and in favor of the Plaintiffs AT&T Mobility LLC and AT&T Intellectual Property II L.P., on all of the claims set forth in AT&T's complaint. Final Judgment is hereby entered against Defendant NRA Group, Inc., a Texas corporation and in favor of Plaintiffs, AT&T Mobility LLC and AT&T Intellectual Property II L.P., jointly and not separately, in the principal amount of FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00), which shall bear interest at the legal rate, and for which let execution issue forthwith.

4. Defendant NRA, and each and all of its respective officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, principals, agents, employees, consultants, and all other persons or entities acting or purporting to act for it or on 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, accountants, attorneys, associates, servants, affiliated entities, Sarah and Assem, and each of his/her employees, and all other persons and entities acting or purporting to act for them or on their 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, and any and all persons and entities in active concert and participation with any Defendant, are hereby PERMANENTLY ENJOINED from:

- a. purchasing, selling, unlocking, reflashing, altering, advertising, soliciting and/or shipping, directly or indirectly, any AT&T GoPhones as well as related "Activation Materials" which consist of SIM Cards, GoPhone airtime cards, PIN numbers, and/or other mechanism, process or materials used to activate service or acquire airtime in connection with a new activation;
- b. purchasing, selling, unlocking, reflashing, altering, advertising, soliciting and/or shipping, directly or indirectly, any prepaid 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 prepaid phones 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 and/or fraudulently activating Activation Materials;

- 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 fraudulently activating or selling Activation Materials for fraudulent activation; 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..

5. 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 or the parties' settlement. If any Defendant to this action violates the terms of this Permanent Injunction, the Court will, except as provided in the parties' settlement agreement, order the payment of liquidated damages to AT&T, jointly and not separately, in the amount of Five Thousand Dollars and No Cents (\$5,000.00 (U.S.)) for each AT&T GoPhone purchased, sold, unlocked, reflashed, altered, rekitted, advertised, solicited and/or shipped in violation of the Permanent Injunction.


6. The last known address of Defendant, NRA is 777 South Central Expressway, Richardson, Texas 75080.

7. The last known address of Defendant, Sarah is 540 Buckingham Road, Apartment 1036, Richardson, Texas 75081.

8. The last known address of Defendant, Assem is 540 Buckingham Road, Apartment 1036, Richardson, Texas 75081.

9. The address of Plaintiffs AT&T Mobility LLC and AT&T Intellectual Property II L.P. is 1025 Lenox Park Blvd., Atlanta, GA 30319.

Signed this 5th day of January, 2010.



ROYAL FURGESON
SENIOR UNITED STATES DISTRICT JUDGE