

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

TRACFONE WIRELESS, INC.,
a Delaware corporation,

Plaintiff,

v.

SARAH TARIQ a/k/a SARAH SYED a/k/a
NIDA TARIQ, individually; ASSEM A.
AICHA a/k/a ESSEM ASSEM, individually;
SLYVIA GARCIA; JOHN DOES 1-50 and
XYZ COMPANIES 1- 50;

Defendants.

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CA # 3:08-CV-1501-P

**FINAL JUDGMENT AND PERMANENT
INJUNCTION AGAINST DEFENDANT SYLVIA GARCIA**

This judgment is issued in accordance with the court’s order dated March 19, 2009, in which the court determined that Plaintiff TracFone Wireless, Inc. had satisfied the requirements of Rule 55 of the Federal Rules of Civil Procedure related to the entry of a default judgment.

It is therefore ORDERED, ADJUDGED, and DECREED that a default judgment be entered against Sylvia Garcia, individually (“Defendant”) and in favor of Plaintiff TracFone Wireless, Inc.

It is also ORDERED, ADJUDGED, and DECREED that Plaintiff is entitled to and shall recover **\$101,000** from Defendant; post-judgment interest at the applicable federal rate from the date judgment is entered until it is paid in full; and reasonable attorney’s fees, which will be determined in accordance with Fed. R. Civ. P. 54, for all of which let execution issue.

It is further ORDERED, ADJUDGED, and DECREED that Defendant, and each and all of his past, present and future respective officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors in interest, agents, employees, attorneys, accountants, investigators, consultants, heirs, personal representatives, beneficiaries, relatives, and all other persons or entities acting or purporting to act for her or on her 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 of Defendant's representatives, agents, assigns, parent entities, employees, independent contractors, accountants, attorneys, associates, servants, affiliated entities, and any and all persons and entities in active concert and participation with any Defendant who receives notice of this Order, shall be and hereby are PERMANENTLY ENJOINED and PROHIBITED from:


a. purchasing and/or selling any wireless mobile phone that they know or should know bears any TracFone Trademark, any other trademark owned or used by TracFone, or any other model of wireless mobile phone sold or marketed by TracFone ("TracFone/NET10 Handsets"). Specifically, the Defendant is enjoined from purchasing and/or selling all models of TracFone/NET10 Handsets currently offered for sale by TracFone, or that may be offered for sale in the future, as listed and updated from time to time on TracFone's and NET10's websites, http://tracfone.com/activation_pick_brand.jsp and www.net10.com, including without limitation the following TracFone/NET10 handsets:

Kyocera K126C	Motorola C139	Nokia 1100
LG 100C	Motorola C155	Nokia 1112
LG 220C	Motorola C261	Nokia 1600
LG 290C	Motorola C343	Nokia 2126
LG 1500	Motorola EM 326g	Nokia 2126i
LG 200C	Motorola RAZR V3a	Nokia 2285
LG 200CM	Motorola V170	Nokia 2600
LG 300G	Motorola V171	Nokia 3390
LG 3280	Motorola V176	Samsung R451C
LG 400G	Motorola W175g	Samsung T101G
LG 410G	Motorola W260g	Samsung T201G
LG 600G	Motorola W370	Samsung T301G
LG CG225	Motorola W375	Samsung T401G
Motorola C139	Motorola W376g	
Motorola C155	Motorola W377g	
Motorola C261	Motorola W385	

- b. reflashing and/or unlocking of any TracFone/NET10 Handset;
- c. accessing, altering, erasing, tampering with, deleting or otherwise disabling TracFone’s proprietary prepaid cellular software contained within any and all models of TracFone/NET10 Handsets;
- d. facilitating or in any way assisting other persons or entities who Defendant knows or should know are engaged in reflashing and/or unlocking TracFone/NET10 Handsets and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in TracFone/NET10 Handsets;
- e. facilitating or in any way assisting other persons or entities who Defendant knows 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 TracFone/NET10 Handsets; and,
- f. knowingly using the TracFone Trademarks or any other trademark owned or used by TracFone, or that is likely to cause confusion with TracFone’s Trademarks, without TracFone’s prior written authorization.

It is further ORDERED, ADJUDGED, and DECREED that all relief not expressly granted herein is **denied**; and that all allowable and reasonable costs are taxed against Defendant Sylvia Garcia.

SIGNED AND ORDERED in Dallas, Texas, this 2nd day of February, 2010.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel and *pro se* parties of record