

a conspiracy to alter, at minimum, 100 TracFone Prepaid Phones in furtherance of the Bulk Resale Scheme in violation of the DMCA. Final Judgment is hereby entered against Defendants Mithani, Big D Auto and QQ, jointly and severally, and in favor of the Plaintiff, in the principal amount of \$100,000.00 which shall bear interest at the legal rate, and for which let execution issue forthwith.

3. The Court also finds that Defendants Galaxy Global, Galaxy Wireless, Galaxy United, and Hung altered, or sold as part of a conspiracy to alter, at minimum, 5,578 TracFone Prepaid Phones in furtherance of the Bulk Resale Scheme in violation of the DMCA. Final Judgment is hereby entered against Defendants Galaxy Global, Galaxy Wireless, Galaxy United, and Hung, jointly and severally, and in favor of the Plaintiff, in the principal amount of \$2,789,000.00, which shall bear interest at the legal rate, and for which let execution issue forthwith.

4. Defendants are PERMANENTLY ENJOINED from:

- a. purchasing and/or selling any wireless mobile handset that they know, or should know, bears, or at one time bore, any TracFone, NET10, Straight Talk or SafeLink Trademark, any other trademark owned or used by TracFone, or any other model of wireless mobile phone sold or marketed by TracFone (“TracFone Handsets”). Specifically, the Defendants are enjoined from purchasing and/or selling all models of wireless phones 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, NET10’s, Straight Talk’s and SafeLink’s websites, www.tracfone.com,

www.net10.com, www.straighttalk.com and www.safelink.com,

respectively, and including without limitation the following TracFone

Handsets:

Kyocera K 126C	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 EM326g	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 W376g	
	Motorola W377g	

- b. rekitting, reflashing and/or unlocking of any TracFone Handset;
- c. accessing, altering, erasing, tampering with, deleting or otherwise disabling TracFone's proprietary prepaid cellular software contained within any model of TracFone Handsets;
- d.. facilitating or in any way assisting other persons or entities who Defendants know or should know are engaged in rekitting, reflashing

and/or unlocking TracFone Handsets and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in the TracFone Handsets;

- 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 TracFone Handsets; and
- f. knowingly using the TracFone, NET10, Straight Talk, or SafeLink trademarks or any other trademark owned or used by TracFone, or that is likely to cause confusion with the TracFone, Net10, Straight Talk, or SafeLink Trademarks, without TracFone'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.

6. If any Defendant to this action violates the terms of this Permanent Injunction TracFone shall be entitled to file an Affidavit or Declaration of Violation requesting that the Court order the payment of compensatory damages to TracFone in the amount of Five Thousand Dollars and No Cents (\$5,000.00 (U.S.)) for each Phone purchased, sold, unlocked, reflashed, altered, rekitted, advertised, solicited and/or shipped in violation of the Permanent Injunction, or a single damages award of One Million Dollars and No Cents (\$1,000,000.00 (U.S.)), whichever is greater. TracFone shall provide at least five (5) working days notice to Defendants after filing an Affidavit or Declaration of Violation. The Court finds that any amounts awarded under this paragraph are compensatory and reasonable estimations of the minimum damages suffered by

TracFone for such a breach and will serve to compensate TracFone for its losses in the event a Defendant violates the terms of this Permanent Injunction.

7. The last known address of Defendant, Kam Wong Hung, is 401 South Sherman Street, Richardson, Texas 75081.

8. The last known address of Defendant, Galaxy Global Development Ltd., is 401 South Sherman Street, Richardson, Texas 75081.

9. The last known address of Galaxy Wireless is 401 South Sherman Street, Richardson, Texas 75081.

10. The last known address of Galaxy United Technology, Inc. is 401 South Sherman Street, Richardson, Texas 75081.

11. The last known address of Q. Mithani, Inc. d/b/a Big D Auto is a Texas corporation with its principal place of business at 201 East Division Street, Arlington, Texas 76011.


12. The last known address of Qamruddin Mithani a/k/a Rahim Mithani a/k/a Rick Mithani, a citizen of the state of Texas, residing at 2730 Canyon Crest Court, Arlington, Texas 76006.

13. The last known address of QQ, Inc. is 6300 Stonewood Drive, Suite No. 308, Plano, Texas 75024-5289.

14. The address of Plaintiff, TracFone Wireless, Inc., is 9700 Northwest 112th Avenue, Miami, Florida 33178.

DONE AND ORDERED in Dallas, Texas this 10th day of March 2010.

Signed this 10th day of March 2010.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE