

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

SPRINT NEXTEL CORPORATION and)
SPRINT COMMUNICATIONS COMPANY,)
L.P.,)

Plaintiffs,)

v.)

Civil Action No: 1:12-cv-09095

AU ELECTRONICS, INC. d/b/a A-U)
ELECTRONICS, INC., an Illinois)
corporation, GLOBAL MOBILE TRADING,)
INC. d/b/a AU EXPRESS CASH 4)
ELECTRONICS d/b/a A-U EXPRESS d/b/a)
AU, INC., an Illinois corporation, UMAIR)
YASIN, individually, and ADNAN)
VADRIA, individually,)

Defendants.)

FINAL JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS

Plaintiffs Sprint Nextel Corporation and Sprint Communications Company, L.P. (“Plaintiffs”) brought the above-captioned lawsuit against Defendants AU Electronics, Inc. d/b/a A-U Electronics, Inc. (“AU Electronics”), Global Mobile Trading, Inc. d/b/a AU Express Cash 4 Electronics d/b/a A-U Express d/b/a AU, Inc. (“Global Mobile”), Umair Yasin, and Adnan Vadria (collectively, “Defendants”), alleging that Defendants are engaged in an unlawful enterprise involving the unauthorized and deceptive bulk purchase and resale overseas of specially-manufactured wireless telephones designed for use on Sprint’s wireless service, including the Sprint iPhone (collectively, “Sprint Phones” or “Sprint Handsets” or “Phones” or “Handsets”), the theft of Sprint’s subsidy investment in the Phones, the unlawful access of Sprint’s protected computer systems and wireless network, the trafficking of Sprint’s protected

and confidential computer passwords, and the willful infringement of Sprint's trademarks (collectively, the "Bulk Handset Trafficking Scheme" or the "Scheme").

Sprint alleges Defendants and their co-conspirators perpetrate the Bulk Handset Trafficking Scheme by acquiring large quantities of Sprint Phones from Sprint and/or Sprint authorized retailers and dealers, and by soliciting others to purchase Sprint Phones in large quantities for the benefit of Defendants. Sprint further alleges that Defendants and their co-conspirators acquire the Sprint Phones with the knowledge and intent that the Phones will not be used on the Sprint wireless network (as required by the Sprint contracts). Instead, Sprint alleges that the Phones are trafficked and the vast majority are resold as new overseas where the Phones are not subsidized by wireless carriers (as they are in the United States) and where the Phones are not as readily available. Sprint also alleges that, in some cases, Defendants and their co-conspirators acquire the Sprint Phones with the knowledge and intent that the Phones will be computer-hacked. The purpose of this alleged hacking, known as "unlocking," is to disable software installed in the Phones by the manufacturers at the request and expense of Sprint, which enables the activation of the Sprint Phones exclusively on Sprint's wireless system. The purpose of the software is to allow Sprint to offer the Phones at a discount to the consumer while protecting Sprint's subsidy investment in the Phone. The allegedly illegally unlocked Phones are allegedly trafficked and resold as new by Defendants and their co-conspirators, at a premium, under the Sprint trademarks.

Sprint Phones are sold subject to terms and conditions ("Terms and Conditions") which conspicuously restrict and limit the sale and use of the Phones. These Terms and Conditions are set forth in printed inserts that are packaged with each Phone and are posted on Sprint's website. Pursuant to the Terms and Conditions of Sprint Phones, purchasers agree, among other things:

(a) to pay the monthly service charges and other related fees; (b) to pay an Early Termination Fee (“ETF”) for each line of service that is terminated before the contract term is concluded; (c) to activate the Sprint Phones on the Sprint CDMA network; (d) not to resell the Sprint Phones and related products and services; and (e) not to use the Phones for a purpose that could damage or adversely affect Sprint.

As a result of Defendants’ alleged involvement in the Bulk Handset Trafficking Scheme, Sprint has asserted claims against Defendants for breach of contract, common law unfair competition, tortious interference with business relationships and prospective advantage, civil conspiracy, unjust enrichment, conspiracy to induce breach of contract, violation of 15 U.S.C. §§ 1114 and 1125(a)(1)(A) and (B), contributory trademark infringement, violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/1, *et seq.*, and violations of the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.* Based on the respective positions advocated by the parties, and having reviewed the Complaint and file and being otherwise duly and fully advised in the premises, it is hereby

ORDERED, ADJUDGED and DECREED that:

1. This Court has jurisdiction over all the parties and all of the claims set forth in Sprint’s Complaint.
2. The Court finds that Sprint has the right to use and enforce rights in the standard character Sprint® mark and stylized Sprint® trademarks (collectively, the “Sprint Marks”), as depicted below:



Sprint uses the Sprint Marks on and in connection with its telecommunications products and services. The Sprint Marks are valid, distinctive, protectable, famous, have acquired secondary meaning, and are associated exclusively with Sprint.

3. The Court finds that the Terms and Conditions and the language in and on the packaging constitute a valid and binding contract enforceable against Defendants. The Court finds that (a) failing to pay for monthly service charges; (b) failing to pay ETF fees; (c) failing to activate the Phones on the Sprint wireless network; (d) reselling and exporting the Sprint Phones and related products and services; and (e) using the Phones for a purpose that could damage or adversely affect Sprint, constitute independent breaches of contract for which Sprint is entitled to relief.

4. The Court finds that Defendants' alleged conduct, if proven, constitutes violations of 15 U.S.C. §§ 1114 and 1125(a)(1)(A) and (B). The Court further finds that Defendants' alleged conduct, if proven, constitutes violations of the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.*, common law unfair competition, tortious interference with business relationships and prospective advantage, civil conspiracy, unjust enrichment, conspiracy to induce breach of contract, contributory trademark infringement, and violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/1, *et seq.*,

5. The Court finds that Sprint has suffered substantial and irreparable harm, and will continue to suffer substantial and irreparable harm unless an injunction is issued.

6. On review and consideration of all relevant factors, Sprint is entitled to damages and injunctive relief on the claims as set forth in the Complaint.

7. Final judgment is hereby entered against Defendant AU Electronics, Inc. d/b/a A-U Electronics, Inc., , and in favor of Sprint, on all of the claims set forth in Sprint's Complaint

in the principal amount of \$[redacted], which shall bear interest at the legal rate, for which let execution issue forthwith.

8. Defendants Umair Yasin and Adnan Vadria, and each of their respective partners, agents, representatives, employees, servants, heirs, personal representatives, beneficiaries, relatives, contractors, companies, corporations, and each and all of AU Electronics and Global Mobile's past and present respective officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, companies, respective agents, and employees, and all other persons acting on behalf of or for the benefit of any Defendant or who are in active concert or participation with any Defendant, including but not limited to any corporation, partnership, association, proprietorship or entity of any type that is in any way affiliated or associated with a Defendant or a Defendant's representatives, agents, assigns, employees, servants, affiliated entities, 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 Sprint Phones;
- b. supplying Sprint Phones to or facilitating or in any way assisting other persons or entities who Defendant knows or should know are engaged in the purchase or sale of Sprint Phones or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in Sprint Phones;
- c. engaging in any of the conduct described in the Complaint as the "Bulk Handset Trafficking Scheme;"

- d. supplying Sprint Phones to or 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 Sprint Phones; and
- e. knowingly using the Sprint Marks or any other trademark, service mark, trade name and/or trade dress owned or used by Sprint now or in the future, or that is likely to cause confusion with Sprint's Marks, without Sprint's prior written authorization.

9. The purchase, sale or shipment of any Sprint Phones without Sprint'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.

10. The last known address of AU Electronics is 6600 N. Lincoln Avenue, Suite 314, Lincolnwood, Illinois 60712.

11. The last known address of Global Mobile is 2622 W. Peterson Avenue, Suite 1A, Chicago, Illinois 60659.

12. The last known address of Umair Yasin is 3 Prairie Pointe Lane, Streamwood, Illinois 60107.

13. The last known address of Adnan Vadria is 3 Prairie Pointe Lane, Streamwood, Illinois 60107.

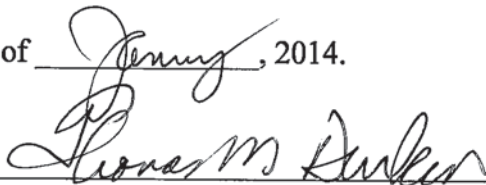
14. The address of Plaintiffs is 6200 Sprint Pkwy, Overland Park, Kansas 66251.

15. Defendants waive their right of appeal from the entry of this Final Judgment.

16. 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 by a finding of contempt and an order for payment of compensatory damages to Plaintiffs in an amount of \$[redacted] for each Sprint Phone that a Defendant is found to have purchased, sold or unlocked in violation of this Injunction and to enter an award of damages against Defendants Global Mobile Trading, Inc. d/b/a AU Express Cash 4 Electronics d/b/a A-U Express d/b/a AU, Inc., Umair Yasin, and Adnan Vadria. The Court finds that these amounts are compensatory and will serve to compensate Sprint for its losses in the event any Defendant violates the terms of this Order.

17. The Court hereby finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay and orders that Judgment shall be entered against Defendants as set forth herein.

DONE AND ORDERED this 23 day of January, 2014.



UNITED STATES DISTRICT JUDGE