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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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

Plaintiffs,

v.

**DISCOUNT CELLULAR PLUS, INC., a New
York corporation, CHAIM WEISS,
individually, YANKY KATZ, individually,
and YOEL STOSSEL, individually,**

Defendants.
_____x

BROOKLYN OFFICE

**FINAL JUDGMENT AND PERMANENT
INJUNCTION AGAINST DEFENDANTS
DISCOUNT CELLULAR PLUS, INC. AND
YOEL STOSSEL**

CASE NO.: 1:12-cv-04068-ARR-RML

Plaintiff Sprint Communications Company, L.P. and Sprint Nextel Corporation (“Plaintiffs”) brought the above-captioned lawsuit against Defendants Discount Cellular Plus, Inc. and Yoel Stossel (“Defendants”), alleging that Defendants have engaged in an unlawful enterprise involving the wrongful and fraudulent misuse of Sprint’s education rate plans and 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”). Defendants Discount Cellular Plus, Inc. and Yoel Stossel (“Defendants”) have denied Plaintiffs’ allegations. The Parties have agreed to the entry of this Final Judgment and Permanent Injunction.

Accordingly, 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. Final judgment is hereby entered against Defendant Discount Cellular Plus, Inc., and in favor of the Plaintiffs, in the principal amount of One Million Dollars and Zero Cents (\$1,000,000.00 (U.S.)), which shall bear interest at the legal rate, for which let execution issue forthwith.

3. Defendants and all of their past and present officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, companies, agents, employees, heirs, personal representatives, beneficiaries, relatives, and all other persons or 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 Defendants or Defendants' representatives, agents, assigns, parent entities, employees, independent contractors, associates, servants, affiliated entities, and any and all persons and entities in active concert and participation with Defendants 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 Defendants know 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” including but not limited to misuse of any Sprint service plans including any and all education rate plans;
- d. supplying Sprint Phones to or 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 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.

4. 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.

5. The last known address of address of Defendant Discount Cellular Plus, Inc. is 777 Kent Avenue, Brooklyn, New York 11205.

6. Defendants waive any and all rights to challenge the validity of this Final Judgment in this Court or in any other court, and specifically waive their right of appeal from the entry of this Final Judgment.

7. 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 \$5,000 for each Sprint Phone that a Defendant is found to have purchased, sold or unlocked in violation of this Injunction. The Court finds that these amounts are compensatory and will serve to compensate Sprint for its losses in the event Defendants violate the terms of this Order.

8. 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.

9. The case shall remain open with respect to the other Defendants, namely Chaim Weiss and Yanky Katz.

DONE AND ORDERED this 21st day of May, 2014.

/s/(ARR)

~~UNITED STATES DISTRICT JUDGE~~

Copies furnished to:

All Counsel of Record