

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

**T-MOBILE USA, INC., a
Delaware Corporation,**

Plaintiff,

v.

**JAMIE D. YOAK, GREGORY FERNANDEZ,
AND MEGA FINANCIAL, INC.**

Defendants.

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CASE NO.: 4:10CV02244 AGF

**PERMANENT INJUNCTION
AGAINST DEFENDANTS GREGORY FERNANDEZ AND MEGA FINANCIAL, INC.**

Plaintiff T-Mobile USA, Inc. ("T-Mobile") brought the above-captioned lawsuit against Jamie D. Yoak, Gregory Fernandez, and Mega Financial, Inc., (hereinafter "Defendants") alleging that Defendants are engaged in illegal business practices involving the unauthorized access and/or alteration of T-Mobile's customer accounts, the use of fraud and harassment to intimidate T-Mobile customers, and the conversion and transfer (or "porting") of those customers' unique and desirable "vanity" phone numbers for purposes of selling or leasing the phone numbers for profit (the "Porting Scheme").

T-Mobile has asserted claims against Defendants for violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4), violations of Missouri Revised Statutes §§ 537.525 and 569.095.1, violations of California Penal Code § 502, common law fraud, fraudulent misrepresentation, tortious interference with business relationships and prospective advantage, tortious interference with contract, civil conspiracy, and unjust enrichment.

T-Mobile has alleged that Defendants' conduct, together with that of currently unknown co-conspirators, is causing T-Mobile to suffer substantial losses, and has caused immediate and irreparable injury to T-Mobile. Defendants Gregory Fernandez and Mega Financial, Inc. (together, "Fernandez Defendants") do not admit to and emphatically deny engaging in the Porting Scheme, but they have agreed with T-Mobile to the entry of this Permanent Injunction in order to resolve this litigation.

Based on the agreement of the parties and having reviewed the Complaint, declarations and exhibits, motions, memoranda of law, further evidence submitted therewith, and the 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 Defendants and all of the claims set forth in T-Mobile's Complaint.
2. The Court finds that the conduct alleged in the Complaint would constitute violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4), Missouri Revised Statutes §§ 537.525 and 569.095.1, and California Penal Code § 502, common law fraud, fraudulent misrepresentation, tortious interference with business relationships and prospective advantage, tortious interference with contract, civil conspiracy, and unjust enrichment, and has caused substantial and irreparable harm to T-Mobile, and will continue to cause substantial and irreparable harm to T-Mobile unless enjoined.
3. On review and consideration of all relevant factors, including the agreement of Plaintiff T-Mobile and Defendants Gregory Fernandez and Mega Financial, Inc. to settle the instant action by entry of this injunction, the Court finds that T-Mobile is entitled to injunctive relief as hereinafter set forth.

4. Final judgment is hereby entered against Defendants Gregory Fernandez and Mega Financial, Inc. and in favor of the Plaintiff T-Mobile USA, Inc., as hereinafter set forth.

5. Defendants Gregory Fernandez and Mega Financial, Inc., and each and all of their past and present respective officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, companies, respective agents, employees, personal representatives, beneficiaries, relatives, and all other persons or entities acting or purporting to act for it/him or on its/his behalf, including but not limited to any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with either Defendant or their 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 either Defendant who receive notice of this Permanent Injunction, shall be and hereby are IMMEDIATELY and PERMANENTLY ENJOINED from:

- a. accessing, altering, changing, or modifying any T-Mobile account;
- b. purchasing, selling, trafficking, porting, transferring, converting, procuring, interfering with, and/or using, directly or indirectly, any telephone number of a T-Mobile customer;
- c. contacting or communicating with T-Mobile, its customers, or any other telecommunications company for the purpose of, or in any way related to, accessing or altering a T-Mobile customer's account, porting a telephone number related to a T-Mobile customer, or otherwise perpetrating a fraud or deception of any kind involving T-Mobile or a T-Mobile customer;
- d. harassing any T-Mobile customers or otherwise making any unsolicited contact with T-Mobile customers;

- e. making, encouraging, or permitting others to make false representations that Defendants or anyone working with or on their behalf is associated or affiliated in any way with T-Mobile; and
- f. assisting, encouraging, directing, facilitating, or condoning any other person or entity to engage in any conduct prohibited by this Injunction.

6. The address of Defendant Gregory Fernandez is 9222 Loma Street, Villa Park, CA 92861.

7. The address of Defendant Mega Financial, Inc. is 9222 Loma Street, Villa Park, CA 92861. The address of Plaintiff T-Mobile USA, Inc. is 12920 S.E. 38th Street, Bellevue, Washington 98006. Defendants Gregory Fernandez and Mega Financial, Inc. waive their right of appeal from the entry of this Injunction.

8. Any violation of the terms of this Injunction would result in a finding of contempt of court.

9. The Court retains jurisdiction over this matter and the parties to this action in order to enforce any violation of the terms of this Injunction by a finding of contempt and an order for payment of compensatory damages to T-Mobile in an amount of \$5,000 for each T-Mobile phone number that Defendants Gregory Fernandez and Mega Financial, Inc. are found to have attempted or succeeded to port, purchase or lease in violation of this Injunction. The Court finds that these amounts are compensatory and will serve to compensate T-Mobile for its losses in the event Defendants Gregory Fernandez and Mega Financial, Inc. violate the terms of this Injunction.

10. The prevailing party in any proceeding to enforce compliance with the terms of this Injunction shall be entitled to an award of its attorneys' fees and costs incurred thereby.

11. The Court hereby finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay and that this order shall be entered against Defendants as set forth herein. All claims in this case against Defendants Gregory Fernandez and Mega Financial, Inc. that are not resolved by this Injunction are hereby dismissed with prejudice.

DONE AND ORDERED in Chambers this ____ day of _____, 2011.


AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE

Copies furnished to:

All Counsel of Record and pro se parties


Agreement to and Stipulation by the Parties:

The parties hereby acknowledge that they have reviewed, conferred with counsel, fully understand, and agree to the terms set forth in this Permanent Injunction and stipulate to its entry.



Gregory Fernandez
Date: 3/24/11


T-Mobile USA, Inc.
Printed Name: _____
As its: _____
Date: _____



Mega Financial, Inc.
Gregory Fernandez
As its: PRESIDENT
Date: 3/24/11

11. The Court hereby finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay and that this order shall be entered against Defendants as set forth herein. All claims in this case against Defendants Gregory Fernandez and Mega Financial, Inc. that are not resolved by this Injunction are hereby dismissed with prejudice.

DONE AND ORDERED in Chambers this 1st day of April, 2011.



AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE


Copies furnished to:

All Counsel of Record and pro se parties

Agreement to and Stipulation by the Parties:

The parties hereby acknowledge that they have reviewed, conferred with counsel, fully understand, and agree to the terms set forth in this Permanent Injunction and stipulate to its entry.

Gregory Fernandez
Date: _____



T-Mobile USA, Inc.
Printed Name: Rachel W McCall
As its: Director, Legal Affairs
Date: 3-24-11

Mega Financial, Inc.
Gregory Fernandez
As its: _____
Date: _____