

EXHIBIT 2-A

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SPRINT SOLUTIONS, INC.
and SPRINT COMMUNICATIONS
COMPANY L.P.,

Case No.: 5:14-cv-202-VAP-SP

Plaintiffs,

v.

SHIVA TELECOM USA LLC,
PINNACLE WORLDWIDE, INC.
individually and d/b/a PINNACLE
WORLDWIDE (MIAMI), INC.,
TOMMY JAMES CHAMBERS,
NIRMALA UTTAMCHANDANI
a/k/a NICK UTTAM and VISHAL
UTTAMCHANDANI a/k/a VISHAL
UTTAM

Defendants.

FINAL JUDGMENT OF DAMAGES AGAINST DEFENDANTS
NIRMALA UTTAMCHANDANI a/k/a NICK UTTAM AND
VISHAL UTTAMCHANDANI a/k/a VISHAL UTTAM

Plaintiffs Sprint Solutions, Inc. and Sprint Communications Company L.P.
(collectively, "Sprint" or "Plaintiffs") brought the above-captioned lawsuit against

1 Defendants Shiva Telecom USA LLC, Pinnacle Worldwide, Inc. d/b/a Pinnacle
2 Worldwide (Miami), Inc., Nirmala Uttamchandani a/k/a Nick Uttam, and Vishal
3 Uttamchandani a/k/a Vishal Uttam (collectively, “Defendants”), alleging that
4 Defendants are engaged in an unlawful enterprise involving the unauthorized and
5 deceptive bulk purchase and resale overseas of specially-manufactured wireless
6 telephones designed for use on Sprint’s wireless service, including the Sprint
7 iPhone (collectively, “Sprint Phones” or “Sprint Handsets” or “Phones” or
8 “Handsets”), the theft of Sprint’s subsidy investment in the Phones, the unlawful
9 access of Sprint’s protected computer systems and wireless network, the trafficking
10 of Sprint’s protected and confidential computer passwords, and the willful
11 infringement of Sprint’s trademarks (collectively, the “Bulk Handset Trafficking
12 Scheme” or the “Scheme”).

14 The Court previously entered a Final Judgment and Permanent Injunction in
15 Plaintiffs’ favor awarding damages against Defendants Shiva Telecom USA LLC
16 and Pinnacle Worldwide, Inc. d/b/a Pinnacle Worldwide (Miami), Inc. A
17 Permanent Injunction but no Judgment awarding money damages was entered
18 against Defendants Nirmala Uttamchandani a/k/a Nick Uttam and Vishal
19 Uttamchandani a/k/a Vishal Uttam. The Court retained jurisdiction to enter a
20 judgment of damages against Defendants Nirmala Uttamchandani a/k/a Nick
21 Uttam and Vishal Uttamchandani a/k/a Vishal Uttam.

22 As a result of Defendants’ breach of the parties’ settlement agreement and/or
23 the Permanent Injunction, and by agreement of the parties, the Court has been
24 asked to enter a Final Judgment awarding Sprint damages in the amount of One
25 Million Dollars and Zero Cents (\$1,000,000.00) against Defendants Nirmala
26 Uttamchandani a/k/a Nick Uttam and Vishal Uttamchandani a/k/a Vishal Uttam,
27 jointly and severally.
28

1 The Court, having reviewed the file, being advised of the agreement of the
2 parties, and being otherwise duly advised in the premises, it is hereby

3 **ORDERED, ADJUDGED and DECREED that:**

4 1. This Court has jurisdiction over all the parties and all of the claims set
5 forth in Sprint's Complaint.

6 2. Pursuant to the Court's previous findings in this case, as documented
7 in the Final Judgment and Permanent Injunction entered against Defendants Shiva
8 Telecom USA LLC, Pinnacle Worldwide, Inc. d/b/a Pinnacle Worldwide (Miami),
9 Inc., Nirmala Uttamchandani a/k/a Nick Uttam, and Vishal Uttamchandani a/k/a
10 Vishal Uttam, and the agreement of the parties, the Court hereby enters a Final
11 Judgment of Damages Against Defendants Nirmala Uttamchandani a/k/a Nick
12 Uttam and Vishal Uttamchandani a/k/a Vishal Uttam , jointly and severally, and in
13 favor of Sprint in the amount of One Million Dollars and Zero Cents
14 (\$1,000,000.00), that shall bear interest at the legal rate, and for which let
15 execution issue forthwith.

16 3. Defendants Nirmala Uttamchandani a/k/a Nick Uttam and Vishal
17 Uttamchandani a/k/a Vishal Uttam stipulated to waive any and all rights to
18 challenge the validity of this Final Judgment of Damages in this Court or in any
19 other court, and specifically waived their right of appeal from the entry of this
20 Final Judgment of Damages.

21 4. The Court retains jurisdiction over this matter and the parties to this
22 action in order to enforce the terms of this Final Judgment of Damages Against
23 Defendants Nirmala Uttamchandani a/k/a Nick Uttam and Vishal Uttamchandani
24 a/k/a Vishal Uttam.

25 5. This Judgment of Damages in no way affects the previously entered
26 Final Judgment and Permanent Injunction against Defendants Shiva Telecom USA
27 LLC, Pinnacle Worldwide, Inc. d/b/a Pinnacle Worldwide (Miami), Inc., Nirmala
28

1 Uttamchandani a/k/a Nick Uttam, and Vishal Uttamchandani a/k/a Vishal Uttam,
2 which remains in full force and effect.

3 6. The address of Defendant Shiva Telecom USA LLC is 3389 NW
4 107th Court, Unit 208, Miami, Florida 33178.

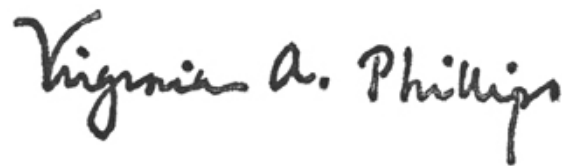
5 7. The address of Defendant Pinnacle Worldwide, Inc. d/b/a Pinnacle
6 Worldwide (Miami), Inc. is 3873 Schaefer Avenue, Unit A, Chino California
7 91710.

8 8. The address of Defendant Nirmala Uttamchandani a/k/a Nick Uttam is
9 435 South Detroit Street, Unit 209, Los Angeles, California 90036.

10 9. The address of Vishal Uttamchandani a/k/a Vishal Uttam is 13439
11 Peyton Drive, Unit 230, Chino Hills, California 91709.

12 10. The Court hereby finds, pursuant to Fed. R. Civ. P. 54(b), that there is
13 no just reason for delay and orders that Judgment for damages shall be entered
14 against Defendants Nirmala Uttamchandani a/k/a Nick Uttam and Vishal
15 Uttamchandani a/k/a Vishal Uttam, as set forth herein.
16

17
18 DONE AND ORDERED this 4th_ day of March, 2015.
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23
24 **UNITED STATES DISTRICT JUDGE**

25 Copies furnished to:
26 All Counsel of Record
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