

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 13-61836-CIV-COHN/SELTZER

SPRINT NEXTEL CORPORATION, SPRINT
COMMUNICATIONS COMPANY, L.P., and
BOOST WORLDWIDE, INC.,

Plaintiffs,

v.

LEVANA'S WHOLESALE, INC., LEVANA
COHEN, MOSHE WAHBA, CASH 4 PHONES,
INC., CORNEL WILLIAMS, and JAHREEM
ICKER SAMUELS,

Defendants.

**FINAL JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS
LEVANA'S WHOLESALE, INC., LEVANA COHEN, AND MOSHE WAHBA**

THIS CAUSE is before the Court upon the Stipulation for Entry of Final Judgment and Permanent Injunction Against Defendants Levana's Wholesale, Inc. and Levana Cohen [DE 28] ("Stipulation"), between Plaintiffs Sprint Nextel Corporation, Sprint Communications Company, L.P., and Boost Worldwide, Inc. (collectively "Sprint"), on the one hand, and Defendants Levana's Wholesale, Inc., Levana Cohen, and Moshe Wahba (collectively the "Levana's Defendants"), on the other. The Court has reviewed the Stipulation and the record in this case, and is otherwise advised in the premises.

Sprint commenced this action with the filing of the Complaint on August 23, 2013. DE 1. In the Complaint, Sprint alleged that Defendants carried out an unlawful scheme to profit by stealing and reselling subsidized Sprint wireless telephones ("Sprint Phones"). Id. ¶¶ 1–3. Sprint and the Levana's Defendants filed the Stipulation on January 3, 2014, seeking to resolve Sprint's claims only as among those parties. DE 28.

It is thereupon **ORDERED AND ADJUDGED** as follows:

1. The Stipulation for Entry of Final Judgment and Permanent Injunction Against Defendants Levana's Wholesale, Inc. and Levana Cohen [DE 28] is **GRANTED**.
2. The Court finds that Sprint has the right to use and enforce rights in the standard character and stylized Sprint trademarks ("Sprint Marks") depicted below:



3. Judgment is hereby entered in favor of Plaintiffs Sprint Nextel Corporation, Sprint Communications Company, L.P., and Boost Worldwide, Inc. and against Defendants Levana's Wholesale, Inc., Levana Cohen, and Moshe Wahba on the claims set forth in the Complaint.
4. Plaintiffs shall recover from Defendant Levana's Wholesale, Inc. the amount of \$5,000,000. This Judgment shall bear interest at the rate of 0.12% interest per annum from today, for which let execution issue.
5. Defendants Levana's Wholesale, Inc., Levana Cohen, and Moshe Wahba, and all of their past and present officers, directors, successors, assigns, parents, subsidiaries, affiliates, related companies, predecessors-in-interest, agents, employees, heirs, personal representatives, beneficiaries, relatives, and all other persons or entities acting or purporting to act for them or on their behalf, and any and all persons or entities in active concert and participation with Defendants Levana's Wholesale, Inc., Levana Cohen, or Moshe Wahba who receive notice of this Order, shall be and hereby are **PERMANENTLY ENJOINED** from:

- a. purchasing, selling, reflashing, altering, advertising, soliciting, 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 Levana's Wholesale, Inc., Levana Cohen, or Moshe Wahba 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";
 - d. supplying Sprint Phones to or facilitating or in any way assisting other persons or entities who Defendants Levana's Wholesale, Inc., Levana Cohen, or Moshe Wahba know or should know are engaged in any of the acts prohibited under this injunction, including, without limitation, the buying or selling of Sprint Phones; and
 - e. knowingly using the Sprint Marks or any other trademark, service mark, trade name, or trade dress owned or used by Sprint now or in the future, or that is likely to cause confusion with the Sprint Marks, without Sprint's prior written authorization.
6. Defendants Levana's Wholesale, Inc., Levana Cohen, or Moshe Wahba's purchase, sale, or shipment of any Sprint Phones without Sprint's prior written consent within or outside of the continental United States is and shall be deemed a presumptive violation of the afore-described permanent injunction.

7. Defendants Levana's Wholesale, Inc., Levana Cohen, and Moshe Wahba have waived their right of appeal from entry of this Final Judgment.
8. The Court retains jurisdiction over this matter and the parties herein to enforce compliance with the terms of the afore-described 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 the permanent injunction, and to enter an award of damages against Defendants Levana Cohen and Moshe Wahba. The Court finds that these amounts will serve to compensate Sprint for its losses in the event a Defendant violates the terms of this Final Judgment.
9. The Court finds pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay in entering a Final Judgment against Defendants Levana's Wholesale, Inc., Levana Cohen, and Moshe Wahba as set forth herein.
10. This case shall remain open with respect to the remaining Defendants.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this 17th day of March, 2014.



JAMES I. COHN
United States District Judge

Copies provided to:
Counsel of record via CM/ECF