

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

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

Plaintiffs,

v.

JASCO TRADING, INC., a New York
corporation, Y R B TRADING CORP., a New
York corporation, ALAN SAVDIE,
individually, YEHUDAH BODEK,
individually,

Defendants.
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**STIPULATED FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST
DEFENDANTS JASCO TRADING, INC.
AND ALAN SAVDIE**

CASE NO. 1:12-cv-05048-MKB-RER

JURY TRIAL DEMANDED

Plaintiffs Sprint Communications Company, L.P., Sprint Nextel Corporation, Boost
Worldwide, Inc., and Virgin Mobile USA, L.P. and Defendants Jasco Trading, Inc. and Alan
Savdie hereby stipulate and agree as follows:

Plaintiff Sprint Communications Company, L.P., Sprint Nextel Corporation, Boost
Worldwide, Inc., and Virgin Mobile USA, L.P. ("Plaintiffs") brought the above-captioned
lawsuit against Defendants Jasco Trading, Inc. and Alan Savdie ("Jasco 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 under the
Sprint, Sprint Nextel, Boost Mobile, and Virgin Mobile brands, as well as other 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 contends that Defendants and their co-conspirators perpetrate the Bulk Handset Trafficking Scheme by acquiring large quantities of Sprint Phones from Sprint and/or Sprint authorized 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 claims 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. In some cases, Sprint alleges, 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 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. Sprint claims the illegally unlocked Phones are trafficked and resold as new by Defendants and their co-conspirators, at a premium, under the Sprint trademarks.

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, federal trademark infringement under 15 U.S.C. § 1114, federal common law trademark infringement and false

advertising under 15 U.S.C. § 1125(a)(1)(A) and (B), contributory trademark infringement, false advertising in violation of New York General Business Law §350, *et seq.*, deceptive acts and practices in violation of New York General Business Law §349, conversion, common law fraud, and violations of the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.*

Plaintiffs and the Jasco Defendants further stipulate 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 Jasco Trading, Inc., and in favor of the Plaintiffs, on all of the claims set forth in Plaintiffs' Complaint in the principal amount of Five Million Dollars and Zero Cents (\$5,000,000.00 (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;”
- 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 address of Defendant Jasco Trading, Inc. is 140 58th Street, Building A, Suite 3K, Brooklyn, New York 11220.

6. The last known address of Alan Savdie is 1518 E 8th Street, Apt. 1, Brooklyn, New York 11220.

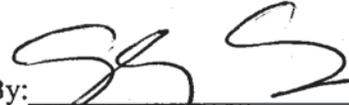
7. The address of Plaintiff Sprint Nextel is 6200 Sprint Pkwy, Overland Park, Kansas 66251.

8. Plaintiffs and the Jasco Defendants waive their right of appeal from the entry of this Final Judgment.

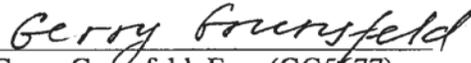
9. The Court retains jurisdiction over this matter and the parties to this action in order to enforce any violation of the terms of this Permanent Injunction by a finding of contempt and an order for payment of compensatory damages to Plaintiffs in an amount of \$5,000 for each Sprint Phone that a Defendant is found to have purchased, sold or unlocked in violation of this Injunction. These amounts are compensatory and will serve to compensate Sprint for its losses in the event Defendants violate the terms of this Order.

10. 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.

11. The case shall remain open with respect to the other Defendants, namely YRB Trading Corp. and Yehudah Bodek.

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*Counsel for Defendants Jasco Trading, Inc.
 and Alan Savdie*

SO ORDERED:
 s/ MKB 3/31/2014

 MARGO K. BRODIE
 United States District Judge

*Attorneys for Sprint Communications Company,
L.P., Sprint Nextel Corporation, Boost Worldwide,
Inc., and Virgin Mobile USA, L.P.*

Copies furnished to:

All Counsel of Record