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DOC #: _____
DATE FILED: 1/28/2015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SPRINT SOLUTIONS, INC. and SPRINT :
COMMUNICATIONS COMPANY L.P., :
 :
 Plaintiffs, :
 :
 -v - :
 :
 JOHN FERNANDEZ, :
 :
 Defendant. :
-----X

1:14-cv-5184-GHW

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Plaintiffs Sprint Solutions, Inc. and Sprint Communications Company L.P. (collectively “Sprint” or “Plaintiffs”), brought the above-captioned lawsuit against Defendant John Fernandez alleging that Defendant engaged in unlawful business practices involving the unauthorized and deceptive bulk acquisition and resale of new Sprint wireless telephones (collectively “Sprint Phones” or “Phones”) through various methods, including account fraud and insurance fraud; 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 trademark rights (collectively, the “Bulk Handset Theft and Trafficking Scheme” or the “Scheme”).

For the reasons stated on the record during the show cause hearing held on January 26, 2015, Sprint is entitled to a default judgment and permanent injunction against Defendant, and 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 Amended Complaint.
2. Sprint is awarded against Defendant \$1,765,269 in treble damages, \$50,454 in attorneys’ fees, \$4,273.09 in costs, and \$18,372.67 in investigation fees, for a total of \$1,838,368.76.

3. Final default judgment is hereby entered against Defendant John Fernandez and in favor of Sprint, on all of the claims set forth in Sprint's Amended Complaint in the principal amount of \$1,838,368.76 which shall bear interest at the legal rate, for which let execution issue forthwith.

4. Defendant and all of his agents, servants, and employees, and any other persons who are in active concert or participation with Defendant or his agents, servants, or employees and 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. engaging in any of the conduct described above as the "Bulk Handset Theft and Trafficking Scheme;"
- c. contacting Sprint Customer Service lines and/or Sprint Business Care (directly or indirectly) for the purposes of obtaining Sprint Phones and/or Products and/or Sprint services;
- d. contacting Asurion Protection Services, LLC or any other Sprint equipment insurance provider (directly or indirectly) for the purposes of obtaining Sprint Phones and/or Products and/or Sprint services; and,
- e. knowingly using the standard character Sprint® mark and stylized Sprint® Virgin Mobile, payLo, Assurance Wireless and Boost Mobile trademarks (collectively, 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.

5. Pursuant to the Lanham Act, Defendant shall deliver and turn over all Sprint Phones and Products in his possession, or subject to his custody or control, bearing or infringing any Sprint

trademark or confusingly similar copy thereof, to Sprint within ten (10) days of the date of this Final Default Judgment.

6. The acquisition, sale or shipment of any Sprint Phone or Product by Defendant without Sprint's prior written consent within or outside of the continental United States shall be deemed a presumptive violation of this injunction.

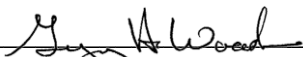
7. The Court retains jurisdiction to enforce any violation of the terms of this Default Judgment and Permanent Injunction. Any violation shall result in an order finding the Defendant in contempt and requiring payment of compensatory damages to Sprint in an amount to be determined in connection with any finding of contempt.

8. The address of Plaintiffs is 6200 Sprint Pkwy, Overland Park, Kansas 66251.

9. The last known address of Defendant John Fernandez is 2123 Tiebout Avenue, Apt. C5, Bronx, New York 10457.

SO ORDERED.

Dated: January 28, 2015
New York, New York



GREGORY H. WOODS
United States District Judge