

FILED

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS

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CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____
COUNTY

METROPCS, a brand of T-MOBILE USA,)
Inc., a Delaware Corporation)

Plaintiff,)

v.)

YOCELYN RAYMOND, a/k/a YOCELYN)
YULIMAR RAYMOND, a/k/a YOCELYN)
VILLAPAREDES RAYMOND,)

Defendant.)

Civil Action No: 1:15-CV-01062

FINAL JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANT

Plaintiff T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”), for itself and its MetroPCS brand (collectively referred to hereafter as “MetroPCS”) brought the above-captioned lawsuit against Defendant, YOCELYN RAYMOND, a/k/a YOCELYN YULIMAR RAYMOND, a/k/a YOCELYN VILLAPARDES RAYMOND (“Defendant”), alleging that Defendant is engaged in an unlawful enterprise involving the unauthorized and deceptive acquisition and bulk resale overseas of specially-manufactured handsets designed for use on MetroPCS’s wireless service (collectively, “MetroPCS Handsets”), the theft of MetroPCS’s subsidy investment in the Handsets, the unlawful access of MetroPCS’s protected computer systems and wireless network, the trafficking of MetroPCS’s protected and confidential computer passwords, and the willful infringement of MetroPCS’s trademarks (collectively, the “Handset Theft and Trafficking Scheme” or the “Scheme”).

MetroPCS asserted claims against Defendant for unfair competition, tortious interference with business relationships and prospective advantage, conspiracy, unjust enrichment, common



law fraud, and fraudulent misrepresentation, violations of the federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.*, 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), and contributory trademark infringement.

Having reviewed the Complaint and all documents on 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 the parties and the claims set forth in MetroPCS's Complaint.

2. On review and consideration of all relevant factors, MetroPCS is entitled to damages and injunctive relief on the claims as set forth in the Complaint.

3. For T-Mobile USA, Inc. and all of its subsidiaries or brands, now or in the future, including MetroPCS, Defendant and all of her past and present agents, 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 her or on her behalf, including, but not limited to, any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with Defendant or Defendant's 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 Defendant who receive notice of this Order, shall be and hereby are PERMANENTLY ENJOINED from:

- a. acquiring, purchasing, selling, unlocking, reflashing, altering, advertising, soliciting and/or shipping, directly or indirectly, any new MetroPCS or T-Mobile Handsets;
- b. supplying MetroPCS or T-Mobile Handsets to or facilitating or in any way assisting other persons or entities who Defendant know or should know are engaged in the purchase or sale of MetroPCS or T-Mobile Handsets or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in MetroPCS or T-Mobile Handsets;
- c. acquiring, advertising or reselling MetroPCS or T-Mobile services;
- d. engaging in any of the conduct described in the Complaint as the “Handset Theft and Trafficking Scheme;”
- e. accessing MetroPCS’s or T-Mobile’s computer networks either directly or through a MetroPCS or T-Mobile representative or customer or a third-party;
- f. supplying MetroPCS or T-Mobile Handsets to or facilitating or in any way assisting other persons or entities who Defendant knows or should know are engaged in any of the acts prohibited under this Permanent Injunction, including, without limitation, the buying and/or selling of MetroPCS or T-Mobile Handsets; and knowingly using the MetroPCS Marks or any other trademark, service mark, trade name and/or trade dress owned or used by MetroPCS now or in the future, or that is likely to cause confusion with MetroPCS’s Marks, without MetroPCS’s prior written authorization;
- g. knowingly using the MetroPCS Marks or any other trademark, service mark, trade name and/or trade dress owned or used by MetroPCS now or in the

future, or that is likely to cause confusion with MetroPCS's Marks, without MetroPCS's prior written authorization;

- h. holding herself out as being associated with, employed by or on behalf of, or acting as an agent, representative or authorized partner of MetroPCS; and
- i. advertising any products or services that have any purported connection to MetroPCS or any of MetroPCS's affiliates.

4. The acquisition, sale or shipment of any new MetroPCS or T-Mobile Handsets without MetroPCS'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. Final judgment is hereby entered against Defendant YOCELYN RAYMOND, a/k/a YOCELYN YULIMAR RAYMOND, a/k/a YOCELYN VILLAPARDES RAYMOND and in favor of the Plaintiff, on all of the claims set forth in Plaintiff's Complaint in the amount of One Million Two Hundred and Five Thousand Two Hundred and Nine Dollars and Thirty Cents (\$1,205,209.30 (U.S.)), consisting of damages in the amount of \$1,200,472.00, along with attorney's fees in the amount of \$4,068.00 and \$669.30 in costs, which shall bear interest at the legal rate, for which let execution issue forthwith.

6. The address of Defendant Yocelyn Raymond is 11113 Volare Drive, El Paso, Texas 79936.

7. 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 Defendant as set forth herein.

DONE AND ORDERED this 1st day of April, 2016.


UNITED STATES DISTRICT JUDGE

Copies furnished to:
All Pro Se Parties and Counsel of Record