

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No. 06-20011-CIV-ALTONAGA/Turnoff

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NOKIA CORPORATION, :

a Finnish corporation, :

Plaintiff, :

v. :

SOL WIRELESS GROUP, INC., :

a Florida corporation, CARLOS PINO, :

an individual, and JORGE ROMERO, :

an individual, :

Defendants. :

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FINAL JUDGMENT AND PERMANENT INJUNCTION

Plaintiff Nokia Corporation (“Nokia”), filed a Complaint on January 4, 2006 asserting that Defendants Sol Wireless Group, Inc., Carlos Pino, and Jorge Romero (collectively “the Sol Wireless Defendants”) are purchasing NOKIA 1100 and 2600 TracFone prepaid wireless telephones from retail stores such as Wal-Mart, Target or Sam’s Club, hacking into and erasing or disabling the TracFone proprietary prepaid software that enables consumers to access TracFone’s prepaid wireless service, and then reselling the wireless telephones as new for use on other wireless carriers’ networks/systems and, in some cases, re-packaging the phones in packaging bearing the NOKIA trademark that is intended for use solely in the Latin American market. Based on that conduct, the Complaint asserts claims against the Sol Wireless Defendants for federal trademark infringement and unfair competition under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.*, injury to business reputation and dilution of mark under Fla. Stat. § 495.151 *et seq.*, and unfair competition and deceptive

trade practices under Fla. Stat. § 501.204 *et seq.* Together with the filing of the Complaint, on January 4, 2006, Nokia filed a motion for preliminary injunction and expedited discovery with supporting declarations and exhibits and accompanying memoranda of law. The Sol Wireless Defendants have denied the allegations of Nokia's Complaint. The Court having considered the Complaint, declaration and exhibits, memoranda of law, and further evidence submitted therewith, it is hereby:

ORDERED, ADJUDGED, and DECREED that:

1. This Court has jurisdiction over all the parties and all of the claims for trademark counterfeiting, trademark infringement, false designation of origin, and trademark dilution under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051, *et seq.*; and the related causes of action under the common law and statutory law of the State of Florida, namely, Fla. Stat. § 495.151 *et seq.*, and Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.204 *et seq.*, asserted in the above action.

2. Plaintiff owns all right, title, and interest in and to the trademark NOKIA, including U.S. Trademark Registration Nos. 2,676,153 and No. 1,570,492 for the mark NOKIA, among other registrations.

3. Defendants and any of their representatives, subsidiaries, related or affiliated entities, agents, servants, and employees, and any and all persons and entities in active concert and participation with them who receive notice of this order by personal service or otherwise, shall be and hereby are permanently enjoined from:

- i. engaging in the alteration or unlocking of any new wireless mobile phone manufactured by Nokia ("Nokia phone");

- ii. facilitating or in any way assisting other persons or entities that the Sol Wireless Defendants knew or should have known were engaged in altering or unlocking any new Nokia wireless phone;
- iii. using the trademark NOKIA, or any other mark that is likely to cause confusion therewith, without authorization;
- iv. misrepresenting the nature or quality of any Nokia products offered, marketed, or sold by the Sol Wireless Defendants;
- v. selling used and/or reconditioned Nokia mobile phones that do not comply with the legal parameters set forth in *Prestonettes, Inc. v. Coty*, 264 U.S. 359 (1924) and its progeny, to wit: the packaging and/or labeling for the used and/or reconditioned phones must clearly state (1) that the trademarked product has been re-packed; (2) that the re-packer is wholly separate and distinct from the original manufacturers; (3) the name of the re-packer; and (4) that the label not emphasize the original manufacturer's trademark. Sol Wireless shall be deemed to have complied with this section (v) by affixing to each used and/or reconditioned phone and the packaging in which they are sold and/or shipped a label that contains the following language:

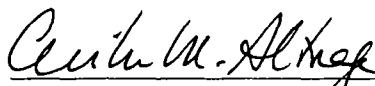
"This package contains used/re-conditioned phones that have been re-packaged by Sol Wireless, Inc. who is not affiliated with the manufacturer or authorized by the manufacturer to resell these phones. No manufacturers' warranties of any kind are provided with any of the phones contained herein."

vi. misrepresenting any used products as new or in any way infringing on Nokia's trademarks or misrepresenting that Nokia warrants the used and/or re-conditioned phones.

4. This Court hereby retains jurisdiction over this matter and the parties to this action in order to punish any violations of the terms of this Final Judgment and Permanent Injunction by a finding of contempt and a payment of damages to Nokia in an amount of not less than \$5,000.00 for each wireless phone that the Sol Wireless Defendants are found to have purchased, sold, or unlocked in violation of this injunction.

5. The prevailing party in any proceeding to enforce compliance with the terms of this Final Judgment and Permanent Injunction shall be entitled to an award of its attorneys' fees and costs incurred thereby.

DONE AND ORDERED in chambers at Miami, Florida, this 1 day of March, 2006.



HON. CECILIA M. ALTONAGA
United States District Judge