

EXHIBIT 1-A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

SPRINT SOLUTIONS, INC. and)	
SPRINT COMMUNICATIONS)	
COMPANY L.P.,)	
)	2:14-cv-13327-AC-MJH
Plaintiffs,)	
)	
v.)	
)	
BRIAN KEITH WILSON, WHITNEY)	
JAMEDITH WILSON, CHARLES)	
FRIDAY, WANDA STEPHENS and)	
JEREL DILLARD,)	
)	
Defendants.)	
)	

FINAL JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANT JEREL DILLARD

Plaintiffs Sprint Solutions, Inc. and Sprint Communications Company L.P. (collectively, “Sprint” or “Plaintiffs”) brought the above-captioned lawsuit against Defendants Brian Keith Wilson, Whitney Jamedith Wilson, Charles Friday, Wanda Stephens, and Jerel Dillard (collectively, “Defendants”), alleging that Defendants 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").

The Court previously entered a detailed final judgment and permanent injunction against Defendants Brian Keith Wilson, Whitney Jamedith Wilson, Charles Friday, and Wanda Stephens on February 25, 2015 awarding damages to Sprint in the amount of \$9,195,702.07 [DE 30]. The case remained pending against Defendant Jerel Dillard (hereinafter "Defendant").

Based on the stipulation and agreement of Sprint and Defendant Dillard, 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 Complaint.
2. The Court finds that Sprint has the right to use and enforce rights in the standard character Sprint® mark and stylized Sprint® Virgin Mobile, payLo, Assurance Wireless and Boost Mobile trademarks (collectively, the "Sprint Marks"), as depicted below:



Sprint uses the Sprint Marks on and in connection with its telecommunications products and services. The Sprint Marks are valid, distinctive, protectable, famous, have acquired secondary meaning, and are associated exclusively with Sprint.

3. The Court finds that the Terms and Conditions and the language in and on the packaging constitute a valid and binding contract enforceable between Sprint and each of its customers. The Court finds the Terms and Conditions set forth certain rights and restrictions on the use of Sprint Phones. Among other things, the Terms and Conditions: (a) require that the customer pay applicable service charges and other related fees; (b) indicate that the Phone is designed to be activated on the Sprint CDMA network; (c) prohibit resale of Sprint Phones and related products and services; and (d) prohibit using the Phones for a purpose that could damage or adversely affect Sprint, for which Sprint is entitled to relief.

4. The Court finds that the conduct set forth in the Complaint constitutes the following violations: trafficking in computer passwords, 18 U.S.C. § 1030(a)(6) (Count 1); unauthorized access, 18 U.S.C. § 1030(a)(5)(C) (Count 2); unauthorized access with intent to defraud, 18 U.S.C. § 1030(a)(4) (Count 3); federal trademark infringement, 15 U.S.C. § 1114 (Count 4); federal common law trademark infringement and false advertising, 15 U.S.C. § 1125(a)(1)(A) and (B) (Count 5); contributory trademark infringement (Count 6); common law unfair competition (Count 7); tortious interference with business relationships and prospective advantage (Count 8); tortious interference with contractual relations (Count 9); conspiracy to commit fraud and fraudulent misrepresentation (Count 10); unjust enrichment (Count 11); common law fraud and fraudulent misrepresentation (Count 12); conversion (Count 13); violations of the Michigan Consumer Protection Act, M.C.L. § 455.901 (Count 14); statutory conversion under M.C.L. § 600.2919a (Count 15); and for an accounting (Count 16); and such conduct has caused substantial and irreparable harm to Sprint, and will continue to cause substantial and irreparable harm to Sprint unless enjoined.

5. Sprint has suffered damages, including loss of goodwill and damage to its reputation, as a result of Defendants' conduct that far exceeds the \$5,000 aggregate annual damages under the Computer Fraud and Abuse Act.

6. On review and consideration of all relevant factors and as agreed by the Parties, Sprint is entitled to damages and injunctive relief on the claims as set forth in the Complaint.

7. Final default judgment is hereby entered against Defendant Jerel Dillard and in favor of Sprint on all of the claims set forth in Sprint's Complaint in the principal amount of One Million Dollars and No Cents (\$1,000,000.00), which shall bear interest at the legal rate, for which let execution issue forthwith.

8. Defendant and all of his past and present agents, employees, heirs, personal representatives, beneficiaries, relatives, and all other persons or entities acting or purporting to act for him or on his 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, employees, independent contractors, associates, servants, 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. 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 Defendant knows or

should know are engaged in the purchase or sale of Sprint Phones or Products 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 Theft and Trafficking Scheme;”
- d. supplying Sprint Phones or Products 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 acquisition, buying and/or selling of Sprint Phones;
- e. 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;
- f. 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,
- g. 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.

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

10. The Court retains jurisdiction to enforce any violation of the terms of this Final 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 of \$5,000 for each Sprint Phone or Product that Defendants are found to have acquired, sold or unlocked in violation of this Injunction. The Court finds that these amounts are compensatory and will serve to compensate Sprint for its losses in the event Defendant violates the terms of this Order.

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

12. The last known address of Defendant Jerel Dillard is Prisoner Number 4386313855, Charlers E. Egeler Reception & Guidance Center, Cooper Street Jackson, Michigan 49201-7517.

13. 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.

DONE AND ORDERED this 3rd day of June, 2015.

s/Avern Cohn
UNITED STATES DISTRICT JUDGE

Copies furnished to:
All Parties of Record