

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
Miami Division

Case Number: 08-21245-CIV-MORENO

TRACFONE WIRELESS, INC., a Delaware
Corporation,

Plaintiff,

vs.

ALL PRO DISTRIBUTING, INC., a California
corporation, SHACHAR SHABTAY a/k/a
SHAWN SHABTAY, individually, JOHN DOES
1-50, and XYZ COMPANIES 1-50,

Defendant.



FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE came before the Court upon the parties' Stipulation for Entry of Final Judgment and Permanent Injunction Against Defendants (**D.E. No. 23**), filed on **November 26, 2008**.

It is **ADJUDGED** that TraceFone Wireless is entitled to injunctive relief and damages on the claims set forth in its Complaint. Final judgment is hereby entered, jointly and severally, against Defendants, All Pro Distributing, Inc., and Shachar Shabtay a/k/a Shawn Shabtay, individually, and in favor of the Plaintiff, TracFone Wireless, Inc., on all the claims set forth in the Complaint, in the principal amount of \$2,500,000.00, which shall bear interest at the legal rate, for which let execution issue forthwith. It is further

ADJUDGED that Defendants, and each and all of their respective officers, directors, successors, assigns, corporate parent, subsidiaries, affiliates, related companies, predecessors-in-

interest, agents, employees, attorneys, accountants, investigators, consultants, heirs, personal representatives, beneficiaries, immediate family and all other persons or entities acting or purporting to act for him/her/it or on his/her/its behalf, including but not limited to any corporation, partnership, proprietorship or entity of any type that is in any way affiliated or associated with any Defendant or any Defendant's representatives, agents, assigns, parent entities, employees, independent contractors, accountants, attorneys, associates, affiliated entities, and any and all persons or entities in active concert and participation with any Defendant who receive notice of this Order, shall be and hereby are PERMANENTLY ENJOINED from:

a. purchasing and/or selling any wireless mobile phone that they know or should know bears any TracFone Trademark, any other trademark owned or used by TracFone, or any other model of prepaid wireless mobile phone sold or marketed by TracFone ("TracFone/NET10 Handsets"). Specifically, the Defendants are enjoined from purchasing and/or selling all models of TracFone/NET10 Handsets currently offered for sale by TracFone, or that may be offered for sale in the future, as listed and updated from time to time on TracFone's and NET10's websites, http://tracfone.com/activation_pick_brand.jsp and www.net10.com, including without limitation the following TracFone/NET10 handsets:

MotorolaW175	Nokia 2126
MotorolaW260g	Nokia 2126i
Motorola W376g	Nokia 2600
Motorola W370R	Nokia 1100
Motorola W370	Nokia 1112
Motorola W375	Nokia 1221
Motorola C261	Nokia 1600
Motorola C139	Nokia 2285
PINK Motorola C139	LG 400G
Motorola V176	LG 3280
Motorola V170	LG CG225

Motorola V171
Motorola C155
Motorola V343
Motorola V60i

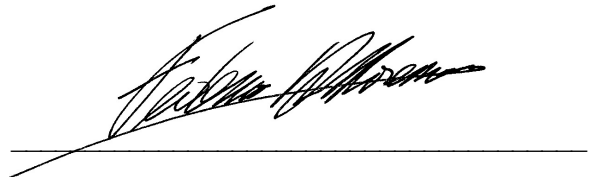
LG 1500
LG 200C
Kyocera K126C

- b. reflashing and/or unlocking of any TracFone/NET10 Handset;
- c. accessing, altering, erasing, tampering with, deleting or otherwise disabling TracFone's proprietary prepaid cellular software contained within any and all models of TracFone/NET10 Handsets;
- d. facilitating or in any way assisting other persons or entities who Defendants know or should know are engaged in reflashing and/or unlocking TracFone/NET10 Handsets and/or hacking, altering, erasing, tampering with, deleting or otherwise disabling the software installed in TracFone/NET10 Handsets;
- e. 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 unlocked TracFone/NET10 Handsets; and
- f. knowingly using the TracFone Trademarks or any other trademark owned or used by TracFone, or that is likely to cause confusion with TracFone's Trademarks, without TracFone's prior written authorization.

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 TracFone Wireless, Inc. in an amount of \$5,000 for each TracFone/NET10 Handset that a Defendant is found to have purchased, sold, or

unlocked in violation of this injunction. The Court finds that these amounts are compensatory and will serve to compensate TracFone for its losses in the event a Defendant violates the terms of this Order.

DONE AND ORDERED in Chambers at Miami, Florida, this 3rd day of December, 2008.

A handwritten signature in black ink, appearing to read "Federico A. Moreno", is written over a horizontal line.

FEDERICO A. MORENO

UNITED STATES DISTRICT JUDGE

Copies provided to:

Counsel of Record