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 7 UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 8 WESTERN DIVISION

9 BMW of North America, LLC and
 Bayerische Motoren Werke AG,
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 Plaintiffs,
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 v.
 12 Shahin Safaini d/b/a Super European
 Automotive,
 13
 Defendant.
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Case No. CV09-5234 (SVW)(FMOX)

**CONSENT FINAL JUDGMENT OF
 PERMANENT INJUNCTION**

Date: November 16, 2009
 Time: 1:30 p.m.
 Dept.: 6

No Hearing Requested

16 This matter was opened to the Court upon the filing of the Complaint of Plaintiffs
 17 BMW of North America, LLC and Bayerische Motoren Werke AG, seeking relief
 18 against Defendant Shahin Safaini d/b/a Super European Automotive for, among other
 19 things, a permanent injunction based on the allegations of the Complaint, including
 20 claims of trademark infringement, unfair competition, and breach of contract.

21 Defendant, having been served with the Complaint herein and having waived the
 22 entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules
 23 of Civil Procedure, and without admitting any of the allegations of the Complaint, and
 24 without trial, argument or adjudication of any issue of fact or law, having consented to
 25 the entry of this Final Judgment of Permanent Injunction (the "Final Judgment")
 26 permanently restraining and enjoining Defendant from violating the Trademark Act of
 27 1946 as amended, 15 U.S.C. § 1125 *et seq.* (the "Lanham Act"), and the laws of the
 28

1 State of California, and it further appearing that this Court has jurisdiction over
2 Defendant and the subject matter hereof, and the Court being fully advised in the
3 premises;

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant, his
5 agents, servants, employees, attorneys-in-fact, and all those persons in active concert or
6 participation with any of them who receive actual notice of this Final Judgment by
7 personal service or otherwise, and each of them, be and hereby are:

8 a) permanently enjoined from:

9 1) displaying BMW's Roundel logo in connection with
10 Defendant's business, including but not limited to any display on
11 Defendant's building or on Defendant's website or in any other
12 advertisement;

13 2) displaying the "BMW" word mark in a standalone fashion on
14 Defendant's building or anywhere else in connection with
15 Defendant's business;

16 3) making any other trademark use of the "BMW" word mark in
17 connection with Defendant's business; and

18 4) using any other name or mark that is similar to
19 BMW's Roundel logo or "BMW" word mark, or any other mark or
20 designation of BMW or its affiliates, including but not limited to use
21 of these marks on business signs, display windows, telephone
22 directory advertisements, web sites, marketing materials, stationery
23 and business cards.

24 b) indicating or suggesting in any manner that Defendant's business is
25 or was somehow sponsored by or affiliated with BMW, or otherwise passing off,
26 promoting or selling any product or service as a product or service authorized by
27 or under the supervision or control of BMW.

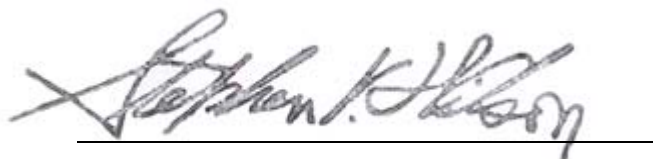
1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant, his
2 agents, servants, employees, attorneys-in-fact, and all those persons in active concert or
3 participation with any of them who receive actual notice of the Final Judgment by
4 personal service or otherwise, and each of them, be and hereby are permanently
5 enjoined and restrained from violating Cal. Bus. & Prof. Code § 17200 *et seq.* or the
6 common law of California by committing any act of trademark infringement or unfair
7 competition with respect to BMW's Roundel logo or "BMW" mark;

8 IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter
9 for the purpose of enforcing the terms of this Final Judgment. The parties acknowledge
10 that a breach of this Final Judgment by Defendant or his agents would result in
11 immediate and irreparable injury to BMW, that it would be difficult or impossible to
12 establish the full monetary value of such damage, and that BMW would be entitled to
13 immediate injunctive relief to enforce this consent judgment and to reimbursement of its
14 reasonable attorney's fees and costs arising from enforcement of such a breach.

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17 The Clerk of this Court is hereby directed to enter this Final Judgment forthwith.

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19 **IT IS SO ORDERED.**

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21 Dated: November 13, 2009



22 Judge Stephen V. Wilson
23 United States District Judge