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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

BMW OF NORTH AMERICA, LLC, a
Delaware Limited Liability Company;
and BAYERISCHE MOTOREN
WERKE AG, a German Corporation,

Plaintiffs,

v.

AUTOSPORTS EUROPEAN, INC., a
California Corporation; EG SAVINGS,
INC., a California Corporation d/b/a
AUDIOCITYWHEELS; SPORTRAK,
INC., a California Corporation d/b/a
WHEEL PLUS; TOMMY TIM, an
Individual d/b/a SD TIRES;
UNLIMITED AUTOMOBILE
PRODUCTS, LLC, a California Limited
Liability Company; NAM NGOC
TRAN, an Individual d/b/a SD TIRES
a/d/b/a NCW TIRES; EUDM
AUTOSPORTS, INC., a New York
Corporation; RUBEN ACEVES, an
Individual d/b/a UNLEASHED
WHEELS; INOVIT, INC., a California
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No.: 2:14-cv-07961 SJO (PJWx)

**PERMANENT
INJUNCTION AND DISMISSAL
AS TO DEFENDANT
AUTOSPORTS EUROPEAN, INC.,
A CALIFORNIA CORPORATION**

Hon. S. James Otero

1 The Court, pursuant to the Stipulation for Entry of Permanent Injunction
2 and Dismissal (“Stipulation”), by and between Plaintiffs BMW OF NORTH
3 AMERICA, LLC (“BMW NA”), and BAYERISCHE MOTOREN WERKE AG
4 (“BMW AG”) (collectively “Plaintiffs”), and Defendant AUTOSPORTS
5 EUROPEAN, INC. (“Defendant”) filed concurrently herewith, hereby ORDERS,
6 ADJUDICATES and DECREES that a permanent injunction and dismissal shall
7 be and hereby is entered against Defendant in the above-referenced matter as
8 follows:

9 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
10 acting in concert with, or at the direction of Defendant, including any and all
11 agents, servants, employees, partners, assignees, distributors, suppliers, resellers
12 and any others over which Defendant may exercise control, are hereby restrained
13 and enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a) and 35
14 U.S.C. §283, from engaging in, directly or indirectly, or authorizing or assisting
15 any third party to engage in, any of the following activities in the United States
16 and throughout the world:

17 i. copying, manufacturing, importing, exporting, purchasing,
18 marketing, selling, offering for sale, distributing or dealing in any product or
19 service that uses, or otherwise making any use of, any of BMW’s intellectual
20 properties, including but not limited to, BMW® and M® trademarks and/or
21 design patents D493,404; D499,681; D504,382; D515,491; D516,989; D526,948;
22 D527,334; D551,149; D558,114; D560,585; D584,210; D593,022; D597,015;
23 D615,018 C1; D617,243; D620,862; D628,527; D635,078; D643,794; D645,389;
24 D660,771; D671,473; D671,477; and D675,144 (collectively hereinafter “BMW’s
25 Intellectual Properties”), and/or any intellectual property that is confusingly or
26 substantially similar to, or that constitutes a colorable imitation of, any BMW
27 Intellectual Properties, whether such use is as, on, in or in connection with any
28 trademark, service mark, trade name, logo, design, Internet use, website, domain

1 name, metatags, advertising, promotions, solicitations, commercial exploitation,
2 television, web-based or any other program, or any product or service, or
3 otherwise;

4 ii. advertising or displaying images and/or photographs of non-
5 genuine BMW automobile wheel rims with a BMW® and/or M® center cap or
6 badge;

7 iii. advertising or selling non-genuine BMW automobile rims,
8 center caps, or badges;

9 iv. using BMW Intellectual Properties, including but not limited
10 to the BMW® and M® trademarks in advertising to suggest that non-genuine
11 BMW products being advertised are sponsored by, endorsed by, or are otherwise
12 affiliated with BMW and/or advertising non-genuine BMW automobile wheel
13 rims and other non-genuine BMW automotive parts using descriptions that imply
14 that the products are genuine BMW products;

15 v. using, advertising or displaying BMW's trademarks, including
16 but not limited to BMW®- or M®-trademarks, to suggest that non-genuine BMW
17 products being advertised are manufactured, sponsored or endorsed by BMW or
18 advertising non-genuine BMW automobile parts or related products using
19 descriptions that imply the products are genuine BMW products. Defendant may,
20 however, use "BMW" or other BMW wordmarks to advertise non-BMW products
21 with fair use descriptions such as 'for BMW automobiles' or 'fits BMW model
22 _____,' or similar language, provided that "BMW" and any other BMW
23 wordmarks that are used are in the identical font, format, size, and color as, and no
24 more prominently displayed than the surrounding text. In no event may any
25 BMW logos, design marks, or other graphical trademarks be used under this
26 exception;

27 vi. performing or allowing others employed by or representing
28 Defendant, or under Defendant's control, to perform any illegal act calculated to

1 injure Plaintiffs, any BMW Intellectual Properties, including but not limited to the
2 BMW® and M® trademarks and/or Plaintiffs’ design patents, and/or Plaintiffs’
3 business reputation or goodwill, including making disparaging, negative, or
4 critical comments regarding Plaintiffs or their products and services;

5 vii. engaging in any acts of trademark infringement, false
6 designation of origin, dilution, unfair competition, design patent infringement, or
7 other illegal act which would tend damage or injure Plaintiffs; and/or

8 viii. owning or controlling any Internet domain name or website
9 that includes any of Plaintiffs’ trademarks or design patents, including but not
10 limited to the BMW® and M® marks and/or design patents D493,404; D499,681;
11 D504,382; D515,491; D516,989; D526,948; D527,334; D551,149; D558,114;
12 D560,585; D584,210; D593,022; D597,015; D615,018 C1; D617,243; D620,862;
13 D628,527; D635,078; D643,794; D645,389; D660,771; D671,473; D671,477; and
14 D675,144.

15 2. Defendant is ordered to deliver immediately for destruction all
16 counterfeit, infringing or otherwise unauthorized products, including automobile
17 wheel rims, center caps, emblems, badges, labels, signs, prints, packages,
18 wrappers, receptacles and advertisements relating thereto, in its possession and/or
19 under its control embodying, comprised, utilizing and/or bearing any BMW
20 Intellectual Properties, or any simulation, reproduction, counterfeit, copy or
21 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices
22 and other means of making the same, to the extent that any of these items are in
23 Defendant’s possession. For the purposes of this injunction, the term “non-
24 genuine” does not include non-counterfeit, non-infringing products or designs.

25 3. This Permanent Injunction shall be deemed to have been served upon
26 Defendant at the time of its execution by the Court.

27 4. The Court finds there is no just reason for delay in entering this
28 Permanent Injunction against Defendant, and, pursuant to Federal Rule of Civil

1 Procedure 54(a), the Court directs immediate entry of this Permanent Injunction
2 against Defendant.

3 5. Defendant will be making agreed-upon payments to Plaintiffs, as
4 more particularly described in a separate Confidential Settlement Agreement.

5 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
6 appeals shall be taken from this Permanent Injunction, and the parties waive all
7 rights to appeal. This Court expressly retains jurisdiction over this matter to
8 enforce any violation of the terms of this Permanent Injunction.

9 7. **NO FEES AND COSTS.** Each party shall bear their own attorneys'
10 fees and costs incurred in this matter.

11 8. **DISMISSAL.** Upon entry of this Permanent Injunction against
12 Defendant, the case shall be dismissed as to Defendant only, without prejudice.

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14 IT IS SO ORDERED, ADJUDICATED and DECREED this 17TH day of
15 June, 2015.



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17 HON. S. JAMES OTERO
18 District Court Judge of the United States
19 Central District of California
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