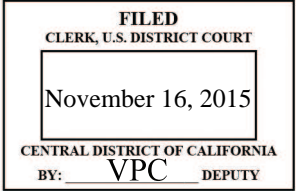


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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

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; MAI LE-TRAN, an Individual d/b/a SD TIRES; THANH NGUYEN, an Individual d/b/a SD TIRES; NAM NGOC TRAN, an Individual d/b/a SD TIRES and 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
AGAINST DEFENDANT EUDM
AUTOSPORTS, INC., A NEW
YORK CORPORATION, AND
DISMISSAL**

Hon. S. James Otero

1
2 The Court, pursuant to the Stipulation for Entry of Permanent Injunction
3 and Dismissal (“Stipulation”), by and between Plaintiffs BMW OF NORTH
4 AMERICA, LLC (“BMW NA”), and BAYERISCHE MOTOREN WERKE AG
5 (“BMW AG”) (collectively “Plaintiffs”), and Defendant EUDM AUTOSPORTS,
6 INC. (“Defendant”) filed concurrently herewith, hereby ORDERS,
7 ADJUDICATES and DECREES that a permanent injunction shall be and hereby
8 is entered against Defendant in the above-referenced matter as 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/or M® trademarks and/or
21 design patents D504,382, D515,491, D551,149, D635,078, and D671,477
22 (collectively hereinafter “BMW’s Intellectual Properties”), and/or any intellectual
23 property that is confusingly or substantially similar to, or that constitutes a
24 colorable imitation of, any BMW Intellectual Properties, whether such use is as,
25 on, in or in connection with any trademark, service mark, trade name, logo,
26 design, Internet use, website, domain name, metatags, advertising, promotions,
27 solicitations, commercial exploitation, television, web-based or any other
28 program, or any product or service, or otherwise;

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

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

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

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

24 vi. performing or allowing others employed by or representing
25 Defendant, or under Defendant’s control, to perform any act or thing which is
26 likely to injure Plaintiffs, any BMW Intellectual Properties, including but not
27 limited to the BMW® and M® trademarks and/or Plaintiffs’ design patents,
28 and/or Plaintiffs’ business reputation or goodwill, including making disparaging,

1 negative, or critical comments regarding Plaintiffs or their products and services;

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

5 viii. using any Internet domain name or website that includes any of
6 Plaintiffs' trademarks or design patents, including but not limited to the BMW®,
7 M®, and MINI® marks and/or design patents D504,382, D515,491, D551,149,
8 D635,078, and D671,477.

9 2. Defendant is ordered to deliver immediately for destruction all
10 counterfeit, infringing or otherwise unauthorized products, including automobile
11 wheel rims, center caps, emblems, badges, labels, signs, prints, packages,
12 wrappers, receptacles and advertisements relating thereto, in its possession and/or
13 under its control embodying, comprised, utilizing and/or bearing any BMW
14 Intellectual Properties, or any simulation, reproduction, counterfeit, copy or
15 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices
16 and other means of making the same, to the extent that any of these items are in
17 Defendant's possession.

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

20 4. The Court finds there is no just reason for delay in entering this
21 Permanent Injunction against Defendant, and, pursuant to Federal Rule of Civil
22 Procedure 54(a), the Court directs immediate entry of this Permanent Injunction
23 against Defendant.

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

26 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
27 appeals shall be taken from this Permanent Injunction, and the parties waive all
28 rights to appeal. This Court expressly retains jurisdiction over this matter to

1 enforce any violation of the terms of this Permanent Injunction by Defendant.

2 7. **NO FEES AND COSTS.** Plaintiffs and Defendant shall each bear
3 their own attorneys' fees and costs incurred in this matter.

4 8. **DISMISSAL.** Upon entry of this Permanent Injunction against
5 Defendant, the case shall be dismissed as to Defendant only.

6

7 IT IS SO ORDERED, ADJUDICATED and DECREED this 16th day of
8 November, 2015.



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

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