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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

BMW OF NORTH AMERICA, LLC.
and BAYERISCHE MOTOREN
WERKE AG,

Plaintiffs,

v.

HAMLET SAHAKYAN, d/b/a
HAMLET'S BMW SERVICE,

Defendant

Case No: 2:15-CV-03690-AB-JPR

Hon. Andre Birotte Jr.

**~~[PLAINTIFFS' PROPOSED]~~ CIVIL
CONTEMPT ORDER**

1 On December 17, 2015, this Court entered a Default Judgment and
2 Permanent Injunction against Hamlet Sahakyan, d/b/a Hamlet’s BMW Service
3 (“Defendant”). Docket No. 25. This Court’s Permanent Injunction enjoined
4 Defendant and its agents from “(a) using BMW’s Roundel logo, or any other name
5 or mark that is confusingly similar to this mark, . . . on signs, flags, banners,
6 websites, photographs, advertisements, coupons, marketing materials, stationary,
7 business cards, and in oral and written communications;” and from “(b) making
8 any trademark use of the “BMW” mark, including but not limited to the trade
9 names Hamlet’s BMW Service, Hamlet’s BMW, Hamlet BMW Inc., and Hamlet
10 BMW.” Docket No. 25, at 2:17-3:4.

11 Despite being served with and bound by the Permanent Injunction,
12 Defendant continues prominently to display BMW’s Roundel logo in his business,
13 and on a sign outside his building with “BMW” highlighted by large, raised text;
14 and to advertise and otherwise use “BMW” without authorization in the trade
15 name Hamlet BMW. Docket No. 28-1 at Ex. C.

16 On June 9, 2017, Plaintiffs BMW of North America, LLC and Bayerische
17 Motoren Werke AG (“Plaintiffs”) filed a Motion and Incorporated Memorandum
18 for Order to Show Cause Why Defendant Should Not Be Held In Contempt,
19 presenting evidence to this Court of Defendant’s failure to comply with the
20 Permanent Injunction. Docket No. 28.

21 Defendant Hamlet Sahakyan, d/b/a Hamlet’s BMW Service is hereby found
22 in civil contempt for violating this Court’s December 17, 2015 Permanent
23 Injunction.

24 IT IS HEREBY ORDERED THAT:

25 1. Defendant shall immediately and permanently remove or destroy all
26 advertising and other uses of the Roundel logo and trademark uses of the “BMW”
27 mark, including the name “Hamlet BMW” in connection with his business—
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1 including removal of “BMW” on the infringing billboard sign outside his building,
2 and of all Roundel logos affixed to Defendant’s building, and cessation of all
3 display of the Roundel logo and use of “BMW” in “Hamlet BMW” or otherwise as
4 part of Defendant’s trade name on all websites, advertisements, marketing
5 materials, stationary, business cards, and written communications.

6 2. A U.S. Marshal is authorized to gain access to the interior and exterior
7 business premises of Defendant, accompanied by an agent for Plaintiffs, and to
8 communicate with Defendant to assist and ensure that Defendant complies with
9 paragraph 1 of this Order.

10 3. Defendant shall provide BMW and this Court with evidence sufficient
11 to demonstrate its full compliance within 15 days of this Order.

12 4. Defendant is also to reimburse BMW’s reasonable attorneys’ fees
13 incurred in pursuing this motion, such attorneys’ fees to be determined following
14 submission of the amount of such fees to this Court.

15 5. Defendant is under a continuing obligation to abide by all terms of the
16 December 17, 2015 Permanent Injunction.

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18 IT IS SO ORDERED.

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20 DATED: August 22, 2017

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22 _____
23 Hon. André Birotte Jr.
24 United States District Judge

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