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

BMW OF NORTH AMERICA, LLC, a Delaware Limited Liability Company; BAYERISCHE MOTOREN WERKE AG, a German Corporation; and ROLLS-ROYCE MOTOR CARS LIMITED, a United Kingdom Corporation,

Plaintiffs,

v.

MOOVIT INC., a California Corporation; JOHNATHAN CHONG-HAU GINGRAS a/k/a JOHNNY GINGRAS, an Individual; CARY KUO, an Individual; WILLIAM HO, an Individual; YUE X. LO, an Individual; ENOCH WONG, an Individual; KA KWAN LO SZE, an Individual; YUEN LO, an Individual; HUNG LO, an Individual; XIAO YUE LIANG, an Individual; and DOES 1-10, inclusive,

Defendants.

Case No.: 2:15-cv-06157 JAK (MRWx)

**FINAL JUDGMENT,  
INCLUDING PERMANENT  
INJUNCTION, AGAINST  
DEFENDANTS MOOVIT INC.  
AND JOHNATHAN CHONG-HAU  
GINGRAS A/K/A JOHNNY  
GINGRAS ONLY**

**JS-6: Defendants Moovit, Inc. and  
Johnathan Chong-Hau Gringras  
Only**

Plaintiffs BMW OF NORTH AMERICA, LLC (“BMW NA”), BAYERISCHE MOTOREN WERKE AG (“BMW AG”), and ROLLS-ROYCE MOTOR CARS LIMITED (“RRMC”) (collectively “Plaintiffs”), are hereby awarded final judgment on their claims for relief against Defendants MOOVIT INC. (“Moovit”) and JOHNATHAN CHONG-HAU GINGRAS a/k/a JOHNNY

1 GINGRAS (“Gingras”) (collectively “Defendants”), as set forth in Plaintiffs’  
2 First Amended Complaint (“Complaint”) as the prevailing parties in this action.

3 IT IS HEREBY ORDERED that Defendants are entitled to an award of  
4 damages in the sum of \$75,000 (15 *U.S.C.* §1117 (c)(2)) pursuant to Rule 55(b)  
5 of the *Federal Rules of Civil Procedure* and under Local Rule 55-1. Under Local  
6 Rule 55-3, Plaintiffs are awarded attorneys’ fees of \$4600. Pursuant to 15 *U.S.C.*  
7 §1117(a), Plaintiffs are entitled to judgment against said Defendants for recovery  
8 of total costs Plaintiffs have incurred in this action due to Defendants’ violation  
9 of 15 *U.S.C.* §1125(a), and willful violation of 15 *U.S.C.* §1125(c) in the amount  
10 of \$727.82. Thus, Defendants will be jointly and severally liable for the total  
11 judgment amount for this action of \$80,327.82. Plaintiffs are further awarded  
12 any interest accrued from the date of entry of this judgment until full satisfaction  
13 thereof.

14 Furthermore, IT IS HEREBY ORDERED, that Defendants and their agents,  
15 employees, officers, directors, owners, attorneys, representatives, successor  
16 companies, related companies, and all persons acting in concert or participation  
17 with Defendants, and each of them, shall be permanently restrained from:

18 a. The import, export, making, manufacture, reproduction, assembly,  
19 use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
20 distribution, shipment, licensing, development, display, delivery, marketing,  
21 advertising or promotion of counterfeit products bearing the BMW®-family of  
22 related trademarks (“Plaintiffs’ Trademarks”) identified in the Complaint and all  
23 supporting documents and any other unauthorized BMW®-branded products, or  
24 products bearing Plaintiffs’ Trademarks (including any non-genuine reproduction,  
25 counterfeit, copy or colorable imitation thereof).

26 b. The import, export, making, manufacture, reproduction, assembly,  
27 use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
28 distribution, shipment, licensing, development, display, delivery, marketing,

1 advertising or promotion of the infringing and diluting product identified in the  
2 Complaint and any other product which infringes or dilutes any Plaintiffs'  
3 Trademarks, trade name and/or trade dress including, but not limited to, any of  
4 Plaintiffs' Trademarks at issue in this action.

5 c. The unauthorized use, in any manner whatsoever, of any Plaintiffs'  
6 Trademarks, trade name and/or trade dress including, but not limited to, the  
7 Plaintiffs' Trademarks at issue in this action, any variants, colorable imitations,  
8 translations and/or simulations thereof and/or any items that are confusingly  
9 similar thereto, including specifically:

10 i. on or in conjunction with any product or service; and

11 ii. on or in conjunction with any advertising, promotional  
12 materials, labels, hangtags, packaging, or containers.

13 d. The use of any trademark, trade name, or trade dress that falsely  
14 represents, or is likely to confuse, mislead or deceive purchasers, customers, or  
15 members of the public to believe that unauthorized product imported, exported,  
16 manufactured, reproduced, distributed, assembled, acquired, purchased, offered,  
17 sold, transferred, brokered, consigned, distributed, stored, shipped, marketed,  
18 advertised and/or promoted by Defendants originate from Plaintiffs, or that said  
19 merchandise has been sponsored, approved, licensed by, or associated with  
20 Plaintiffs or is, in some way, connected or affiliated with Plaintiffs.

21 e. Engaging in any conduct that falsely represents that, or is likely to  
22 confuse, mislead, or deceive purchasers, customers, or members of the public to  
23 believe that Defendants are connected with, or is in some way sponsored by or  
24 affiliated with Plaintiffs, purchases product from or otherwise has a business  
25 relationship with Plaintiffs.

26 f. Affixing, applying, annexing, or using in connection with the  
27 manufacture, distribution, advertising, sale, and/or offering for sale or other use of  
28 any goods, a false description or representation, including words or symbols,

1 tending to falsely describe or represent such goods as being those of Plaintiffs.

2 g. Hiding, disposing of, destroying, moving, relocating or transferring  
3 any and all products, advertising, promotional materials, labels, hangtags,  
4 packaging or containers bearing any of Plaintiffs' Trademarks; and/or

5 h. Disposing of, destroying, moving, relocating or transferring any  
6 documents or things, including electronic records, pertaining to the purchase,  
7 procurement, development, making, manufacture, use, display, advertisement,  
8 marketing, licensing, sale, offer for sale, distribution, shipping, or delivery of any  
9 products or services bearing any Plaintiffs' Trademarks or which otherwise refer  
10 to or relate to Plaintiffs or any of Plaintiffs' Trademarks.

11 IT IS SO ORDERED, ADJUDICATED and DECREED this 14th day of  
12 June, 2016.

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15 HON. JOHN A. KRONSTADT  
16 United States District Judge  
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