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NOTE: CHANGES MADE BY THE COURT

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

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

Plaintiff,

v.

AYAD MCTAR a/k/a ED MCTAR, an
Individual; and DOES 1-10, inclusive,

Defendants.

Case No.: 2:16-cv-4593 GHK (MRWx)

**PERMANENT
INJUNCTION AND DISMISSAL
OF ACTION**

HON. GEORGE H. KING

The Court, pursuant to the Stipulation for Entry of Permanent Injunction
against Defendant and Dismissal (“Stipulation”) by and between BMW OF
NORTH AMERICA, LLC, and BAYERISCHE MOTOREN WERKE AG
(collectively “BMW”), and Defendant AYAD MCTAR (“Defendant”), filed

1 concurrently herewith, hereby ORDERS, ADJUDICATES and DECREES as
2 between these stipulating parties only that a permanent injunction shall be and is
3 hereby entered against Defendant in the above-referenced matter as follows:

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

12 a. copying, manufacturing, purchasing, importing, exporting,
13 marketing, selling, offering for sale, distributing or dealing in any product or
14 service that uses, or otherwise making any use of, any of BMW’s trademarks,
15 including but not limited to, the BMW® word and design marks, and/or any
16 intellectual property that is confusingly or substantially similar to, or that
17 constitutes a colorable imitation of, any of BMW’s trademarks (collectively
18 “BMW’s Trademarks’), whether such use is as, on, in or in connection with any
19 trademark, service mark, trade name, logo, design, Internet use, website, domain
20 name, metatags, advertising, promotions, solicitations, commercial exploitation,
21 television, web-based or any other program, or any product or service, or
22 otherwise;

23 b. performing or allowing others employed by, under control of,
24 or representing Defendant, or under his control, to perform any act or thing which
25 is likely to unlawfully injure BMW, any of BMW’s Trademarks, including but not
26 limited to the BMW® trademarks.

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1 c. engaging in any acts of federal and/or state trademark
2 infringement, false designation of origin, unfair competition, dilution, or other act
3 which would tend to unlawfully damage or injure BMW; and/or

4 d. using, owning, possessing, and/or controlling any Internet
5 domain name or website that includes any of BMW's Trademarks including but
6 not limited to the BMW® word and design marks.

7 2. Defendant is immediately ordered to deliver to counsel for BMW for
8 destruction all unauthorized products, including counterfeit BMW® emblems,
9 roundels, labels, signs, prints, packages, wrappers, receptacles and/or
10 advertisements relating thereto in his possession or under his control bearing any
11 of BMW's Trademarks or any simulation, reproduction, counterfeit, copy or
12 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices
13 and other means of making the same, to the extent that any of these items are in
14 Defendant's possession.

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

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

21 5. Defendant will be making agreed-upon payment to BMW and have
22 agreed to more specific terms of settlement, as more particularly described in a
23 separate Confidential Settlement Agreement ("Agreement").

24 6. The Parties have stipulated to and the Court consents to retaining
25 exclusive jurisdiction to implement and enforce the terms of the Agreement, and
26 agree that the Parties will present any disputes under the Agreement, including,
27 without limitation, any claims for breach or enforcement of the Agreement,
28 exclusively to this Court.

1 7. Upon entry of the [Proposed] Permanent Injunction against
2 Defendant and Dismissal of Action filed concurrently herewith by the Court as a
3 final Order, the case shall be dismissed with prejudice as to Defendant.

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

8 9. **NO FEES AND COSTS.** BMW and Defendant shall bear their own
9 attorneys' fees and costs incurred in this matter.

10 10. **DISMISSAL.** Upon entry of this Permanent Injunction against
11 Defendant, this case shall be dismissed in its entirety.

12 IT IS SO ORDERED, ADJUDICATED and DECREED this 29th day of
13 August, 2016.



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15 HON. GEORGE H. KING
16 United States District Court Judge
17 Central District of California
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