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**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.

TRANSATLANTIC-TRADE.COM,
LLC, a Florida Limited Liability
Company; GUNTER KREBS, an
Individual; and DOES 1-10, inclusive,

Defendants.

Case No.: 2:17-cv-00850-ODW-MRW

**PERMANENT
INJUNCTION AND DISMISSAL
WITH PREJUDICE**

HON. OTIS D. WRIGHT II

The Court, pursuant to the Stipulation for Entry of Permanent Injunction against Defendants and Dismissal (“Stipulation”) by and between BMW OF NORTH AMERICA, LLC, and BAYERISCHE MOTOREN WERKE AG (collectively “BMW”), and Defendants TRANSATLANTIC-TRADE.COM, LLC,

1 and GUNTER KREBS (collectively “Defendants”), filed concurrently herewith,
2 hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction
3 shall be and is hereby entered against Defendant in the above-referenced matter as
4 follows:

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

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

25 b. performing or allowing others employed by, under control of,
26 or representing any of the Defendants, or under any of their control, to perform
27 any act or thing which is likely to injure any of BMW’s Trademarks, specifically
28 including but not limited to the BMW®, M®, and MINI® marks;

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 damages or injures BMW;

4 d. owning, possessing, and/or controlling any Internet domain
5 name that includes any of BMW's Trademarks, including but not limited to
6 BMW®, M®, and MINI®; and

7 e. using any website that includes any unauthorized depictions of
8 BMW's Trademarks, including but not limited to the BMW® word and design
9 marks, the M® word and design marks and the MINI® word and design marks.

10 2. Defendants are immediately ordered to deliver to counsel for BMW
11 for destruction all unauthorized products, including counterfeit BMW®, M®-,
12 MINI®-branded products, apparel, stickers, labels, signs, prints, packages,
13 wrappers, receptacles and/or advertisements relating thereto in their possession or
14 under their control bearing any of BMW's Trademarks or any simulation,
15 reproduction, counterfeit, copy or colorable imitations thereof, and all plates,
16 molds, heat transfers, screens, matrices and other means of making the same, to
17 the extent that any of these items are in Defendants' possession.

18 3. This Permanent Injunction shall be deemed to have been served upon
19 Defendants 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, and, pursuant to Rule 54(a) of the Federal Rules of Civil
22 Procedure, the Court directs immediate entry of this Permanent Injunction against
23 Defendants.

24 5. Defendants will be making an agreed-upon payment to BMW, 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 Defendants or
2 any breach of the underlying Settlement Agreement.

3 7. **NO FEES AND COSTS.** BMW and Defendants shall bear their
4 own attorneys' fees and costs incurred in this matter.

5 8. **DISMISSAL WITH PREJUDICE.** Upon entry of this Permanent
6 Injunction against Defendants, this case shall be dismissed with prejudice.

7 IT IS SO ORDERED, ADJUDICATED and DECREED this _11th_ day of
8 May 2017.



HONORABLE OTIS D. WRIGHT II
United States District Judge
Central District of California