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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,

Plaintiffs,

v.

AUTOTEC IMPORT, a California
Corporation; BLUE DREAMS AUTO,
INC., a California Corporation; CHRIS
CHENG, SR., aka Chao Chun Cheng, Sr.
aka Chow Cheng Sr., an Individual; WEI
MIN CHOU, an Individual; LAURA LE-
GIA CHUNG, an Individual; MAGGIE
CHEN FEI HSU, an Individual; JL
CONCEPTS, INC., a California
Corporation; KWAN YIN LEI, an
Individual; BREWIN LUN LIU, an
Individual; MOTION DEPO, INC., a
California Corporation; MIKE SIU, an
Individual; WAI KIN TANG, an
Individual; MIN HAN TSAI aka
Raymond Tsai, an Individual;
YONGTAO WANG, an Individual; KEN
SHAO XU, an Individual; KING TING
YAU, an Individual; ZOKU RACING, a
Business Entity of Unknown Status, and
DOES 1-10, Inclusive,

Defendants.

Case No.: EDCV13-823-JGB (SPx)

**PERMANENT INJUNCTION
AGAINST DEFENDANT KING
TING YAU**

1 The Court, pursuant to the Stipulation for Permanent Injunction
2 (“Stipulation”), and separate Confidential Settlement Agreement between
3 Plaintiffs BMW OF NORTH AMERICA, LLC (“BMW NA”), and
4 BAYERISCHE MOTOREN WERKE AG (“BMW AG”) (collectively
5 “Plaintiffs”), and Defendant KING TING YAU (“Defendant”), hereby ORDERS,
6 ADJUDICATES and DECREES that a permanent injunction shall be and hereby
7 is entered against Defendant in the above-referenced matter as follows:

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

15 a. copying, manufacturing, importing, exporting, marketing,
16 selling, offering for sale, distributing or dealing in any product or service that
17 uses, or otherwise making any use of, any of Plaintiffs’ trademarks, including but
18 not limited to, the trademarks with the United States Patent and Trademark Office
19 Registration Numbers referenced in Exhibits “A” – “Q” of the Complaint filed by
20 Plaintiffs’ in this action, and/or any intellectual property that is confusingly or
21 substantially similar to, or that constitutes a colorable imitation of, any of
22 Plaintiffs’ trademarks, whether such use is as, on, in or in connection with any
23 trademark, service mark, trade name, logo, design, Internet use, website, domain
24 name, metatags, advertising, promotions, solicitations, commercial exploitation,
25 television, web-based or any other program, or any product or service, or
26 otherwise;

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1 b. performing or allowing others employed by, under control of,
2 or representing Defendant, or under his control, to perform any act or thing which
3 is likely to injure Plaintiffs, any of Plaintiffs' trademarks, including but not limited
4 to the trademarks with the United States Patent and Trademark Office Registration
5 Numbers referenced in Exhibits "A" – "Q" of the Complaint filed by Plaintiffs' in
6 this action.

7 c. engaging in any acts of federal and/or state trademark
8 infringement, false designation of origin, unfair competition, dilution, or other act
9 which would tend damage or injure Plaintiffs; and/or

10 d. using any Internet domain name or website that includes any of
11 Plaintiffs' trademarks including but not limited to the trademarks with the United
12 States Patent and Trademark Office Registration Numbers referenced in Exhibits
13 "A" – "Q" of the Complaint filed by Plaintiffs' in this action.

14 2. Defendant is ordered to deliver immediately for destruction all
15 allegedly unauthorized products, including counterfeit BMW® or M®-branded
16 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
17 relating thereto in his possession or under his control bearing any of Plaintiffs'
18 intellectual property or any simulation, reproduction, counterfeit, copy or
19 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices
20 and other means of making the same, to the extent that any of these items are in
21 Defendant's possession.

22 3. This Permanent Injunction shall be deemed to have been served upon
23 Defendant at the time of its execution by the Court, and the case shall be
24 dismissed as to Defendant upon entry of this Permanent Injunction.

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

1 5. Defendant will be making an agreed-upon payment to Plaintiffs, as
2 more particularly described in a separate Confidential Settlement Agreement.

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

7 7. **NO FEES AND COSTS.** Each party shall bear their own attorneys'
8 fees and costs incurred in this matter.

9 IT IS SO ORDERED, ADJUDICATED and DECREED this 6th day of
10 August, 2013.

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14 Honorable Jesus G. Bernal
15 District Court Judge of the United States
16 District Court for the Central District of
17 California