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

BMW OF NORTH AMERICA, LLC, et al.,  
  
Plaintiffs,  
  
v.  
  
PADOVA WHEELS, INC., et al.,  
  
Defendants.

Case No.: 5:16-cv-01373 AB (RAOx)  
  
**[PROPOSED]  
PERMANENT INJUNCTION  
AGAINST DEFENDANT  
SALAHUDIN NUDIN NLN D/B/A  
PIONEER TIRE AND WHEEL  
AND DISMISSAL, WITH  
PREJUDICE**  
  
**Honorable André Birotte Jr.**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction and Dismissal (“Stipulation”), by and between Plaintiffs BMW of North America, LLC (“BMW NA”) and Bayerische Motoren Werke AG (“BMW AG”) (collectively “Plaintiffs”), and Defendant Salahudin Nudin Nln d/b/a Pioneer Tire and Wheel (“Defendant”) filed concurrently herewith, hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant in the above-referenced matter as follows:

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1           1.     **PERMANENT INJUNCTION.** Defendant, and any person or  
2 entity acting in concert with, or at the direction of Defendant, including any and  
3 all agents, servants, employees, partners, assignees, distributors, suppliers,  
4 resellers and any others over which Defendant may exercise control, is hereby  
5 restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a)  
6 and 35 U.S.C. §283, from engaging in, directly or indirectly, or authorizing or  
7 assisting any third party to engage in, any of the following activities in the United  
8 States and throughout the world:

9           (i) copying, manufacturing, importing, exporting, purchasing,  
10 marketing, selling, offering for sale, distributing or dealing in any product or  
11 service that uses, or otherwise making any use of, any of BMW’s intellectual  
12 properties, including but not limited to the BMW®, M®, 3 SERIES®, 5  
13 SERIES®, 6 SERIES®- and/or 7 SERIES®-trademarks and/or Plaintiffs’ design  
14 patents D29/511,036; D516,989; D615,018 C1; D617,712; D621,770; D621,771;  
15 D635,078; D643,794; D558,114; D671,473; and D686,130 (collectively  
16 hereinafter “BMW’s Intellectual Properties”), and/or any intellectual property that  
17 is confusingly or substantially similar to, or that constitutes a colorable imitation  
18 of, any BMW Intellectual Properties, whether such use is as, on, in or in  
19 connection with any trademark, service mark, trade name, logo, design, Internet  
20 use, website, domain name, metatags, advertising, promotions, solicitations,  
21 commercial exploitation, television, web-based or any other program, or any  
22 product or service, or otherwise;

23           (ii) advertising or displaying images and/or photographs of non-  
24 genuine BMW automobile wheel rims with a BMW®, M®, 3 SERIES®, 5  
25 SERIES®, 6 SERIES®-and/or 7 SERIES® trademark;

26           (iii) advertising or selling non-genuine BMW automobile rims,  
27 center caps, or badges;

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1 (iv) using BMW Intellectual Properties, including but not limited  
2 to the BMW®, M®, 3 SERIES®, 5 SERIES®, 6 SERIES® and 7 SERIES®  
3 trademarks in advertising to suggest that non-genuine BMW products being  
4 advertised are sponsored by, endorsed by, or are otherwise affiliated with BMW  
5 and/or advertising non-genuine BMW automobile wheel rims and other non-  
6 genuine BMW automotive parts using descriptions that imply that the products are  
7 genuine BMW products;

8 (v) using, advertising or displaying BMW's trademarks, including  
9 but not limited to BMW®, M®, 3 SERIES®, 5 SERIES®, 6 SERIES®- or 7  
10 SERIES®-trademarks, to suggest that non-genuine BMW products being  
11 advertised are manufactured, sponsored or endorsed by BMW or advertising non-  
12 genuine BMW automobile parts or related products using descriptions that imply  
13 the products are genuine BMW products. Defendant may, however, use "BMW"  
14 or other BMW wordmarks to advertise non-BMW products with fair use  
15 descriptions such as 'for BMW automobiles' or 'fits BMW model \_\_\_\_\_,' or  
16 similar language, provided that "BMW" and any other BMW wordmarks that are  
17 used are in the identical font, format, size, and color as, and no more prominently  
18 displayed than the surrounding text. In no event may any BMW logos, design  
19 marks, or other graphical trademarks be used under this exception;

20 (vi) performing or allowing others employed by or representing  
21 Defendant, or under Defendant's control, to perform any act or thing which is  
22 likely to injure Plaintiffs, any BMW Intellectual Properties, including but not  
23 limited to the BMW®, M®, 3 SERIES®, 5 SERIES®, 6 SERIES® and 7  
24 SERIES® trademarks and/or Plaintiffs' design patents, and/or Plaintiffs' business  
25 reputation or goodwill, including making disparaging, negative, or critical  
26 comments regarding Plaintiffs or their products and services;

27 (vii) engaging in any acts of trademark infringement, false  
28 designation of origin, dilution, unfair competition, design patent infringement, or

1 other act which would tend damage or injure Plaintiffs; and/or

2 (viii) using any Internet domain name or website that includes any of  
3 Plaintiffs' trademarks or design patents, including but not limited to the BMW®,  
4 M®, 3 SERIES®, 5 SERIES®, 6 SERIES® and 7 SERIES® marks and/or design  
5 patents D29/511,036; D516,989; D615,018 C1; D617,712; D621,770; D621,771;  
6 D635,078; D643,794; D558,114; D671,473; and D686,130.

7 2. Defendant is ordered to deliver immediately for destruction all  
8 counterfeit, infringing or otherwise unauthorized products, including automobile  
9 wheel rims, center caps, emblems, badges, labels, signs, prints, packages,  
10 wrappers, receptacles and advertisements relating thereto, in his possession and/or  
11 under his control embodying, comprised, utilizing and/or bearing any BMW  
12 Intellectual Properties, or any simulation, reproduction, counterfeit, copy or  
13 colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices  
14 and other means of making the same, to the extent that any of these items are in  
15 Defendant's possession.

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

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

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

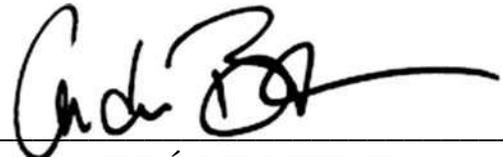
26 6. **NO FEES AND COSTS.** Each party shall bear their own attorneys'  
27 fees and costs incurred in this matter.

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7. **DISMISSAL.** Upon entry of this Permanent Injunction against Defendant, the case shall be dismissed as to Defendant, with prejudice.

IT IS SO ORDERED, ADJUDICATED and DECREED this 11<sup>th</sup> day of May, 2017.



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HON. ANDRÉ BIROTTE JR.  
District Court Judge of the United States  
Central District of California