

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

**BMW OF NORTH AMERICA, LLC,  
and BAYERISCHE MORTEN  
WERKE AG,**

**Plaintiffs,**

**vs.**

**DENNIS NGUYEN, an Individual  
doing business as DRIFT-  
GEAR.COM,**

**Defendant.**

**Case No.: SACV 13-00400-CJC(MLGx)**

**FINAL JUDGMENT, INCLUDING  
PERMANENT INJUNCTION, AGAINST  
DEFENDANT DENNIS NGUYEN D/B/A  
DRIFT-GEAR.COM**

IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED:

Plaintiffs BMW OF NORTH AMERICA, LLC and BAYERISCHE  
MOTOREN WERKE AG (“Plaintiffs”), are hereby awarded final judgment on their  
claims for relief against Defendant DENNIS NGUYEN d/b/a DRIFT-GEAR.COM  
 (“Defendant”) as set forth in Plaintiffs’ Complaint as the prevailing parties in this action  
in the sum of \$200,000.00 pursuant to Federal Rule of Civil Procedure 55(b) and Local  
Rule 55-1. Under Local Rule 55-3, Plaintiffs are awarded attorneys’ fees of \$5,600.00.  
Pursuant to 15 U.S.C. § 1117(a), Plaintiffs are entitled to judgment against Defendant

1 for recovery of total costs Plaintiffs have incurred in this action due to Defendant's  
2 violation of 15 U.S.C. §1125(a), and willful violation of 15 U.S.C. §1125(c) in the  
3 amount of \$695.09.

4 Furthermore, IT IS HEREBY ORDERED that Defendant and his agents,  
5 employees, officers, directors, owners, attorneys, representatives, successor companies,  
6 related companies, and all persons acting in concert or participation with him, and each of  
7 them, shall be permanently restrained from:

8 a. The import, export, making, manufacture, reproduction, assembly, use,  
9 acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution,  
10 shipment, licensing, development, display, delivery, marketing, advertising, or promotion  
11 of the counterfeit BMW-branded products identified in the Complaint and any other  
12 unauthorized BMW-branded product, or products, bearing Plaintiffs' trademarks  
13 (including any non-genuine reproduction, counterfeit, copy or colorable imitation  
14 thereof).

15 b. The import, export, making, manufacture, reproduction, assembly, use,  
16 acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution,  
17 shipment, licensing, development, display, delivery, marketing, advertising, or promotion  
18 of the infringing and diluting product identified in the Complaint and any other product  
19 which infringes or dilutes any of Plaintiffs' trademarks, trade name, and/or trade dress  
20 including, but not limited to, any of Plaintiffs' trademarks at issue in this action.

21 c. The unauthorized use, in any manner whatsoever, of any of Plaintiffs'  
22 trademarks, trade name and/or trade dress including, but not limited to, the Plaintiffs'  
23 trademarks at issue in this action, any variants, colorable imitations, translations, and/or  
24 simulations thereof and/or any items that are confusingly similar thereto, including  
25 specifically:

- 26 i. on or in conjunction with any product or service; and
- 27 ii. on or in conjunction with any advertising, promotional  
28 materials, labels, hangtags, packaging, or containers.

