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

TOYO TIRE & RUBBER CO., LTD., a Japanese corporation, and **TOYO TIRE U.S.A. CORP.**, a California corporation,

Plaintiffs,

v.

CIA WHEEL GROUP, a California Corporation, **DOUBLESTAR DONG FENG TYRE CO., LTD.**, a Chinese corporation, **QINGDAO DOUBLESTAR TIRE INDUSTRIAL CO, LTD.**, a Chinese corporation, **DOUBLESTAR GROUP CORP.**, a Chinese corporation, **HONG KONG TRI-ACE TIRE CO., LTD.**, a Chinese corporation; and **JINLIN MA**, an individual.

Defendants.

TOYO TIRE & RUBBER CO., LTD., a Japanese corporation, and **TOYO TIRE U.S.A. CORP.**, a California corporation,

Plaintiffs,

v.

WHEEL GROUP HOLDINGS, LLC a California Corporation,

Defendant.

Case No: 8:15-sacv-00246-DOC (DFMx)

FINAL JUDGMENT AGAINST CIA WHEEL GROUP [337]

1 Based on the Stipulated Findings of Fact and Conclusions of Law submitted by
2 Plaintiffs Toyo Tire & Rubber Co., Ltd. (“TTR”) and Toyo Tire U.S.A. Corp. (“TTC”;
3 collectively “Toyo”) on the one hand and CIA Wheel Group (“CIA”) on the other hand,
4 which Findings and Conclusions have been reviewed and approved by the Court, IT IS
5 HEREBY ORDERED AS FOLLOWS as the Final Judgment against CIA:

6 1. Judgment is entered in favor of Toyo and against CIA on Toyo’s claims for
7 Trade Dress infringement under the Lanham Act for Unfair Competition under the
8 California Business and Professions Code. CIA has infringed Toyo’s OPMT Trade Dress
9 in violation of 15 U.S.C. § 1125(a) and engaged in business practices of a type proscribed
10 by Cal. Bus. & Prof. Code § 17200.

11 2. Judgment is entered in favor of Toyo and against CIA on CIA’s Declaratory
12 Judgment Counterclaim for invalidity of the OPMT Trade Dress. The OPMT Trade
13 Dress is owned by Toyo, has become associated with the Toyo brand, and is valid. CIA
14 shall take nothing by CIA’s counterclaims.

15 3. CIA and its subsidiaries, affiliates, parents, successors (other than Wheel
16 Group Holdings LLC), assigns, officers, agents, servants, employees, attorneys, and all
17 persons acting in concert or in participation with them are permanently enjoined from:

18 (A) Selling the AMP M/T tire and any other tire having a tread virtually
19 indistinguishable to that of the AMP M/T tire or the Toyo OPMT tire;

20 (B) Using Toyo’s OPMT Trade Dress or any trade dress or tread design
21 confusingly similar thereto, for or in connection with advertising, marketing,
22 promoting, distributing, offering for sale, or selling tires;

23 (C) Using photographs, illustrations, or other depictions of Toyo’s OPMT
24 Trade Dress or any trade dress or tread or confusingly similar thereto, for or
25 in connection with advertising, marketing, promoting, distributing, offering
26 for sale, or selling tires;

27 (D) Using any name, mark, designation, product configuration, trade
28 dress, or other material for or in connection with advertising, marketing,

1 promoting, distributing, offering for sale, or selling tires that are likely to
2 cause confusion, mistake or deception as to source relative to any of Toyo's
3 names, marks, designations, product configurations, or trade dress, including
4 but not limited to Toyo's OPMT Trade Dress;

5 (E) Passing off their goods and/or services as those of Toyo and/or
6 claiming to have designed the AMP M/T and/or and tire confusingly similar
7 thereto;

8 (F) Engaging in any conduct aimed at or likely to result in diverting
9 business intended for Toyo or injuring Toyo's goodwill or business
10 reputation by way of imitation, misrepresentation, false statements,
11 advertising, fraud and/or deception; and

12 (G) Unfairly competing with Toyo.

13 4. CIA shall take all steps available to them and as requested by Toyo to effect,
14 if feasible, destruction of the molds, including directing Defendants Doublestar Dong
15 Feng Tyre Co., Ltd., Qingdao Doublestar Tire Industrial Co, Ltd., Doublestar Group
16 Corp., Jinlin Ma, Hong Kong Tri-Ace Co. Ltd. and/or the current possessor to destroy the
17 molds or otherwise authorizing the current possessor of the molds to destroy them.

18 5. CIA shall deliver to Plaintiffs for destruction all advertising, products, tires,
19 labeling, packaging, sales literature, promotional literature, owner's manuals, catalogs,
20 displays, boxes, packages, and other trade pieces within their possession or control and
21 which use or display the infringing design and trade dress.

22 6. The parties shall bear their own costs and attorney's fees in this action.
23 Wheel Group Holdings, LLC is expressly excluded from and not part of this Final
24 Judgment.

25 7. This Court shall retain jurisdiction of this Final Judgment to ensure
26 compliance therewith.
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ORDER

It is so ordered.

David O. Carter

DAVID O. CARTER
United States District Judge

Dated: May 30, 2017

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