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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GRUPO SALINAS INC. DBA
SALINAS TIRES & WHEELS, a
California corporation,

Plaintiff,

vs.

J R SALINAS WHEELS & TIRES
INC., a California corporation; JJTS,
INC., a California corporation; and
SALINAS WHEELS & TIRES, a
California company,

Defendants.

Case No. 8:16-cv-01923-JVS (KESx)

**STIPULATED PERMANENT
INJUNCTION AND ORDER OF
DISMISSAL**

Hon. James V. Selna

655 North Central Avenue
Suite 2300
Glendale, CA 91203-1445

Lewis Roca
ROTHGERBER CHRISTIE

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Plaintiff Grupo Salinas Inc. dba Salinas Tires & Wheels (“Grupo”) and Defendant JJTS, Inc. (“JJTS”), wishing to avoid the expense, uncertainty, inconvenience, and other burdens of litigating the above-entitled action, have entered into an agreement settling their dispute and hereby stipulate to the entry of this Stipulated Permanent Injunction and Order of Dismissal.

According to their settlement agreement, Grupo and JJTS stipulate that:

1. Juan Jorge Torres Salinas, and Juana Leticia Torres Salinas, whom are both employees and/or officers of JJTS, Inc., submit to the jurisdiction of this Court, and agree to be bound by the terms of this Stipulated Permanent Injunction in their individual capacity.

2. The Court has jurisdiction over the parties and the subject matter at issue in this action.

3. The term SALINAS Mark refers to the mark that is the subject of United States Trademark Registration No. 85,012,217.

4. The SALINAS Mark is valid, distinctive, and owned by Grupo.

5. Grupo brought claims pursuant to 15 U.S.C. §§ 1114 & 1125(a), and California Civil Code § 17200, alleging that JJTS was engaging in the unauthorized use of the SALINAS Mark.

6. On December 22, 2016, after full briefing and a hearing on Grupo’s motion for preliminary injunction, the Court enjoined JJTS from using the SALINAS Mark or any mark that contains the word “Salinas,” among other things. The Court found that Grupo was likely to succeed on the merits of its trademark infringement claims, that Grupo would be irreparable harmed if an injunction did not use, that the balance of equities favored issuing an injunction, and that the public interest favored issuing an injunction.

7. Entry of a permanent injunction will achieve the purposes of the Lanham Act and California state statutory unfair competition.

1 8. **Permanent Injunction.** JJTS, Inc., along with its officers, directors,
2 stockholders, owners, agents, representatives and affiliates, and all those acting in
3 concert or privity with JJTS, Inc. who receive actual notice of this Order by
4 personal service or otherwise, including specifically Juan Jorge Torres Salinas,
5 and Juana Leticia Torres Salinas in their individual capacities:

- 6 a. Must remove the name “Salinas” from all signs, advertisements,
7 websites, brochures, social media and other media.
- 8 b. Must contact any vendors or distributors with whom they have an
9 account under the name “Salinas” or any derivation thereof and
10 inform them of the lack of association with Grupo Salinas, Inc.
- 11 c. Must cease use of and transfer the domain name
12 <http://www.jrsalinas.com/> to Grupo Salinas, Inc.
- 13 d. Are restrained and enjoined from telling any customer, vendor,
14 distributor or other person or business that they are in any way
15 related to or affiliated with SALINAS TIRES & WHEELS, Grupo
16 Salinas, Inc., or Jorge and Luz Salinas.
- 17 e. Are restrained and enjoined from use of the name “Salinas” in any
18 trade or company name, and in any way in connection with their
19 business and the sale of tires and wheels, including but not limited to
20 on letterhead, business cards, brochures, advertisements, banners,
21 signs, websites, social media, radio.
- 22 f. Are restrained and enjoined from advertising, selling, or offering for
23 sale any tires or wheels using the name “Salinas” or any variation of
24 the SALINAS TIRES & WHEELS trademark.

25 9. **Future Claims Unaffected.** Nothing in this Stipulated Permanent
26 Injunction and Order of Dismissal precludes Grupo from asserting any claims or
27 rights arising out of a breach of this Stipulated Permanent Injunction and Order of
28 Dismissal or the settlement agreement reached by the Parties.

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10. **Fed. R. Civ. P. 65.** This Stipulated Permanent Injunction applies to and binds all parties who are in active concert or participation with JJTS as provided in Fed. R. Civ. P. 65(d). JJTS waves any objection under Fed. R. Civ. P. 65.

11. **Survival.** This Stipulated Permanent Injunction and Order of Dismissal shall bind JJTS and its corporate affiliates, successors, assignees, officers, directors, employees, agents, servants, representatives, and shareholders.

12. **Waiver of Appeal:** Grupo and JJTS waive any right to appeal the entry of this Stipulated Permanent Injunction.

13. **Dismissal.** Grupo’s claims against JJTS are hereby dismissed with prejudice and without costs to either Party, except the Court shall retain jurisdiction to enforce this Stipulated Permanent Injunction and Order of

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14. Dismissal and the settlement agreement between the Parties.

IT IS SO STIPULATED.

DATED: April 11, 2017

LEWIS ROCA ROTHGERBER
CHRISTIE LLP

By: _____
Thomas J. Daly

Attorneys for Plaintiff Grupo Salinas
Inc.

DATED: April 11, 2017

THE ANORGA LAW FIRM

By: _____
Omar S. Anorga

Attorneys for Defendant JJTS, Inc.

DATED: April 10, 2017

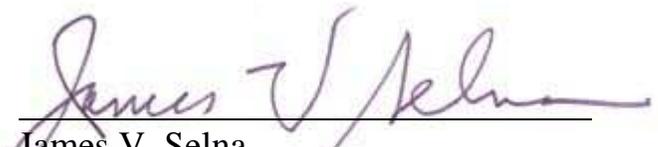
By: _____
Juan Jose Torres Salinas

DATED: April 10, 2017

By: _____
Juana Leticia Torres Salinas

IT IS SO ORDERED.

Dated: April 14, 2017



James V. Selna
United States District Judge