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# JS-6

THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
(SOUTHERN DIVISION)

HYUNDAI MOTOR AMERICA, INC.  
a California corporation, HYUNDAI  
MOTOR COMPANY, a Korean  
corporation,

Plaintiffs,

v.

PINNACLE GROUP, LLC, a Florida  
limited liability company, BOTTOM  
LINE PARTS, LLC and DOES 1-10,  
inclusive,

Defendants.

Case No. 8:17-CV-00598-CJC/JPR

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

**Honorable Cormac J. Carney**

1 The Court, pursuant to the Stipulation for Entry of Final Judgment and  
2 Permanent Injunction ("Stipulation"), between Plaintiffs Hyundai Motor America, Inc.  
3 and Hyundai Motor Company ("PLAINTIFFS"), on the one hand, and Defendant  
4 Pinnacle Group, LLC ("DEFENDANT"), on the other, hereby ORDERS,  
5 ADJUDICATES and DECREES that final judgment and permanent injunction shall  
6 be and hereby is entered on the Complaint in the above-referenced matter as follows:

7 1. **PERMANENT INJUNCTION.** DEFENDANT, its officers, directors,  
8 managing members, members, employees, independent contractors, shareholders,  
9 predecessors, successors, and any related or affiliated entities, and all persons in active  
10 concert and participation with them are hereby permanently restrained and enjoined  
11 from intentionally and knowingly purchasing, importing, advertising, distributing,  
12 offering to sell, selling, or cooperating in any way, or assisting any third person or  
13 entity in any way, with the purchase, importation, distribution, advertisement, offer to  
14 sell or sale of any Hyundai auto parts, including but not limited to any parts that use or  
15 incorporate the Hyundai marks set forth in the attached Settlement Agreement.

16 2. DEFENDANT is ordered to deliver immediately to the address specified  
17 in the separate Confidential Settlement Agreement by and between Plaintiffs and  
18 Defendant, all Hyundai products in its possession or under its control.

19 3. This Final Judgment shall be deemed to have been served upon  
20 DEFENDANT at the time of its execution and entry by the Court.

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

25 5. PLAINTIFFS are entitled to recover from DEFENDANT the sum of  
26 Fifty Thousand Dollars (50,000.00) on Plaintiffs Complaint for Damages subject to  
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1 the terms of a separate Confidential Settlement Agreement by and between  
2 PLAINTIFFS and DEFENDANT.

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

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

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12 **IT IS SO ORDERED, ADJUDGED AND DECREED** this 28<sup>th</sup> day of  
13 February, 2018.

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17 Dated: February 28, 2018

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20 CORMAC J. CARNEY  
21 UNITED STATES DISTRICT JUDGE  
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