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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VOLKSWAGEN GROUP OF AMERICA, INC., a New Jersey corporation

Plaintiff,

v.

BK-MOTORSPORT INC., a California corporation,

Defendant.

Case No. 8:19-cv-01627-DOC-DFM

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

The Court, having reviewed the Stipulated Final Judgment and Permanent Injunction regarding the BK-MOTORSPORT INC., Defendant, and GOOD CAUSE APPEARING, it is ORDERED that:

PERMANENT INJUNCTION

1. Defendant and its owners, shareholders, officers, directors, employees, agents, successors, and all persons acting in concert or in participation with any of them are hereby permanently enjoined from:

1 (a) imitating, copying, or making any unauthorized use of
2 any of the Audi and VW Marks, counterfeits thereof, or any
3 confusingly similar variations thereof on any products, and in
4 particular (1) a front automotive grille that bears the Audi Rings,
5 Quattro, and RS 3 front automotive grille compatible with the Audi
6 A3, S3, and 8v5; (2) a front automotive grille in the shape of the Audi
7 Grille Design compatible with the Audi A6, S6, and C7; and (3) a
8 front automotive grille that bears the VW logo and RS logo
9 compatible with the Volkswagen Golf 7, other goods, signage,
10 advertisements, business premises, uniforms, services, videos,
11 promotional literature, promotional telecasts, broadcasts, packaging,
12 or within any Internet domain names, or on any websites;

13 (b) importing, manufacturing, producing, distributing,
14 circulating, selling, offering for sale, advertising, promoting or
15 displaying any product or good bearing counterfeits of the Audi and
16 VW Marks or any confusingly similar variations thereof, including
17 but not limited to, importing, manufacturing, advertising or selling
18 non-genuine parts and accessories for Audi and VW vehicles, such as
19 for example grilles or other aftermarket goods, that bear counterfeits
20 or confusingly similar variations of the Audi and VW Marks;

21 (c) using any simulation, reproduction, counterfeit, copy
22 or confusingly similar variation of the Audi and VW Marks or trade
23 dress in connection with the promotion, advertisement, display, sale,
24 offering for sale, manufacture, production, circulation or distribution
25 of any service or product including but not limited to advertising non-
26 genuine goods or services using the Audi and VW Marks in a
27 confusing manner;
28

1 (d) using any false designation of origin or false
2 description, including without limitation, any letters or symbols
3 constituting the Audi and VW Marks or trade dress, or performing
4 any act, which can, or is likely to lead members of the trade or public
5 to believe that Defendant and/or any service or product
6 manufactured, distributed or sold by Defendant is in any manner
7 associated or connected with Audi and VW, or is sold, manufactured,
8 licensed, sponsored, approved or authorized by Audi and/or VW by
9 using advertising language that is likely to confuse consumers
10 regarding the source of those aftermarket goods; and

11 (e) instructing, assisting, aiding or abetting any other
12 person or business entity in engaging in or performing any of the
13 activities referred to in subparagraphs (a) through (d) above.

14 2. Defendant is further ordered to deliver to Audi and VW and their
15 counsel for destruction, or destroy at its own expense, all products, labels, tags, signs,
16 prints, packages, videos, and advertisements in their possession or under their control,
17 bearing or using any or all of the counterfeit Audi and VW Marks or any confusingly
18 similar variation thereof, and all plates, molds, matrices and other means of making the
19 same, pursuant to 15 U.S.C. § 1118.

20 3. Defendant is further ordered to file with the Court and serve upon
21 Audi's and VW's counsel within thirty (30) days after entry of this judgment, a report
22 in writing under oath, setting forth in detail the manner and form in which Defendant
23 has complied with the above.

24 4. Defendant is further ordered to permit Audi and VW, counsel for Audi
25 and VW, and/or auditors for Audi and VW to inspect Defendant's premises for a
26 period of twelve months after entry of this judgment to assess Defendant's compliance
27 with this Permanent Injunction.
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PARTIES' SETTLEMENT AGREEMENT


Plaintiff and Defendant have entered into a Settlement Agreement for the resolution of the claims asserted in this matter. The Court retain jurisdiction to enforce the terms of said Settlement Agreement.

DISMISSAL OF CLAIMS

Based upon the parties' Stipulation and Settlement, all claims asserted by Plaintiff against Defendant in this action are hereby DISMISSED with prejudice. However, the Court retains and shall have continuing jurisdiction to enforce the terms of this Final Judgment and Permanent Injunction as well as the Settlement Agreement described above, but the clerk will close the case for administrative purposes.

SO ORDERED AND ADJUDGED.

DATED: December 18, 2019


David O. Carter
UNITED STATES DISTRICT JUDGE