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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

BMW OF NORTH AMERICA, LLC, a  
Delaware Limited Liability Company, and  
BAYERISCHE MOTOREN WERKE AG, a  
German Corporation,

Plaintiff,

v.

AIP ELECTRONICS, LLC, a California  
Limited Liability Company d/b/a ALL  
IGNITION and OEM PARTS GURU; JATIN  
PATEL, an Individual; MITUL PATEL, an  
Individual; and DOES 1-10, inclusive,

Defendants.

Case No.: 1:17-cv-00147-LJO-SKO

**PERMANENT INJUNCTION AND  
DISMISSAL WITH PREJUDICE**

**HON. LAWRENCE J. O'NEILL**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction against Defendants and Dismissal (“Stipulation”) by and between BMW OF NORTH AMERICA, LLC, and BAYERISCHE MOTOREN WERKE AG (collectively “BMW”), and Defendants AIP ELECTRONICS, LLC, d/b/a ALL IGNITION and OEM PARTS GURU, JATIN PATEL, and MITUL PATEL (collectively “Defendants”), filed concurrently herewith, hereby ORDERS,

1 ADJUDICATES and DECREES that a permanent injunction shall be and is hereby entered  
2 against Defendant in the above-referenced matter as follows:

3 1. **PERMANENT INJUNCTION.** Defendants and any person or entity acting in  
4 concert with, or at the direction of any of the Defendants, including any and all agents, servants,  
5 employees, partners, assignees, distributors, suppliers, resellers and any others over which any  
6 of the Defendants may exercise control, are hereby restrained and enjoined, pursuant to 15  
7 U.S.C. § 1116, from engaging in, directly or indirectly, or authorizing or assisting any third  
8 party to engage in, any of the following activities in the United States and throughout the world:

9 a. copying, manufacturing, purchasing, importing, exporting, marketing,  
10 selling, offering for sale, distributing or dealing in any product or service that uses, or otherwise  
11 making any use of, any of BMW's trademarks, including but not limited to, the BMW® word  
12 and design marks, the M® word and design marks, the MINI® word and design marks, and/or  
13 any intellectual property that is confusingly or substantially similar to, or that constitutes a  
14 colorable imitation of, any of BMW's trademarks (collectively "BMW's Trademarks"), whether  
15 such use is as, on, in or in connection with any trademark, service mark, trade name, logo,  
16 design, Internet use, website, domain name, metatags, advertising, promotions, solicitations,  
17 commercial exploitation, television, web-based or any other program, or any product or service,  
18 or otherwise;

19 b. performing or allowing others employed by, under control of, or  
20 representing Defendant, or under his control, to perform any act or thing which is likely to  
21 injure BMW or any of BMW's Trademarks, specifically including but not limited to the  
22 BMW®, M®, and MINI® marks;

23 c. engaging in any acts of federal and/or state trademark infringement, false  
24 designation of origin, unfair competition, dilution, or other act which would tend damage or  
25 injure BMW;

26 d. owning, possessing, and/or controlling any Internet domain name that  
27 includes any of BMW's Trademarks, including but not limited to BMW®, M®, and MINI®;  
28 and

1 e. using any website that includes any unauthorized depictions of BMW's  
2 Trademarks, including but not limited to the BMW® word and design marks, the M® word and  
3 design marks and the MINI® word and design marks.

4 2. Defendants are immediately ordered to deliver to counsel for BMW for  
5 destruction all unauthorized products, including counterfeit BMW®, M®, MINI®-branded  
6 products, apparel, stickers, labels, signs, prints, packages, wrappers, receptacles and/or  
7 advertisements relating thereto in their possession or under their control bearing any of BMW's  
8 Trademarks or any simulation, reproduction, counterfeit, copy or colorable imitations thereof,  
9 and all plates, molds, heat transfers, screens, matrices and other means of making the same, to  
10 the extent that any of these items are in Defendants' possession.

11 3. This Permanent Injunction shall be deemed to have been served upon Defendants  
12 at the time of its execution by the Court.

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

16 5. Defendants will be making an agreed-upon payment to BMW, as more  
17 particularly described in a separate Confidential Settlement Agreement.

18 6. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be  
19 taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court  
20 expressly retains jurisdiction over this matter to enforce any violation of the terms of this  
21 Permanent Injunction by Defendants or any breach of the underlying Settlement Agreement.

22 7. **NO FEES AND COSTS.** BMW and Defendants shall bear their own attorneys'  
23 fees and costs incurred in this matter.

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8. **DISMISSAL WITH PREJUDICE.** Upon entry of this Permanent Injunction against Defendants, this case shall be dismissed with prejudice.

IT IS SO ORDERED.

Dated: **March 24, 2017**

**/s/ Lawrence J. O’Neill**  
UNITED STATES CHIEF DISTRICT JUDGE