UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-60347-CIV-SINGHAL

ADIDAS AG, ADIDAS INTERNATIONAL MARKETING B.V., and ADIDAS AMERICA, INC.,

Plaintiffs,

v.

THE INDIVIDUALS, BUSINESS ENTITIES, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A,"

Defendants.
_____/

CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO DEFENDANT NUMBERS 18, 53, 54, 55, 57, AND 60

THIS CAUSE is before the Court on Plaintiffs' Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendant Numbers 18, 53, 54, 55, 57, and 60 (DE 33]). The Court has carefully considered the Motion, the record, and is otherwise fully advised in the premises.

Plaintiffs, adidas AG, adidas International Marketing B.V., adidas America, Inc. (collectively "Plaintiffs"), and Defendants devoball.com (Defendant Number 18); teepinkbird.com (Defendant Number 53); theartemisiataos.com (Defendant Number 54); thesneakerskicks.com (Defendant Number 55); unitedfootballjersey.com a/k/a unitedfutballjersey.com (Defendant Number 57); zipbose.com (Defendant Number 60) (collectively, "Defendants"), stipulate and consent to the following:[1]

[1] This Order is entered by the Court as a Consent Order without editing by the Court of any words or punctuation. The only changes made are strictly formatting, such as spacing and font, and signature.

WHEREAS, Defendants allegedly adopted and began using trademarks in the United States that infringe the distinctive quality of Plaintiffs' various registered trademarks as identified in Paragraphs 17 & 18 of the Amended Complaint for Damages and Injunctive Relief (DE [19]), (the "adidas Marks");

WHEREAS, Defendants' use of names and marks that incorporate one or more of the adidas Marks is likely to cause confusion as to source or origin;

WHEREAS, the parties desire to settle and have amicably resolved their dispute to each of their satisfaction; and

WHEREAS, based upon Plaintiffs' good faith prior use of the adidas Marks, Plaintiffs have superior and exclusive rights in and to the adidas Marks in the United States and any confusingly similar names or marks. Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiffs' Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendants (DE [33]) is **GRANTED**.

2. Final Judgment is entered in favor of Plaintiffs and against Defendants.

3. Defendants and their officers, agents, servants, employees, and attorneys, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from:

    a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using the adidas Marks;

    b. using the adidas Marks in connection with the sale of any unauthorized goods;

    c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;

d. falsely representing Defendants as being connected with Plaintiffs, through sponsorship or association;

e. engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants, are in any way endorsed by, approved by, and/or associated with Plaintiffs;

f. using any reproduction, counterfeit, copy, or colorable imitation of the adidas Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;

g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent Defendants' goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs;

h. offering such goods in commerce and from otherwise unfairly competing with Plaintiffs;

i. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the adidas Marks; and

j. effecting assignments or transfers, forming new entities or associations or using any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (i).

4. Plaintiffs shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure by Defendants to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorney's fees and costs.

5. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.

6. Each party shall bear its own attorney's fees and costs.

7. This Court retains jurisdiction over this cause to enforce the terms of this Consent Final Judgment.

8. PayPal, Inc. ("PayPal"), and their related companies and affiliates shall (1) disburse the funds of Defendants restrained in accordance with the Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, dated March 6, 2024 (DE [11]) ("the TRO"), as directed by Plaintiffs' counsel; (2) upon transfer of the funds to Plaintiffs as required herein, PayPal shall remove any restraints that were placed on Defendants' accounts under the TRO; and (3) return Defendants' accounts back to an unrestrained status in accordance with their operating procedures and contract for services with Defendants.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 26th day of June 2024.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF