

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 24-61222-CIV-SMITH**

ADIDAS AG, *et al.*,

Plaintiffs,

vs.

THE INDIVIDUALS, PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A",

Defendants.

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**CONSENT FINAL JUDGMENT AND PERMANENT  
INJUNCTION AS TO DEFENDANT NUMBER 48**

The Court entered an Order [DE 26] granting Plaintiffs' Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendant Number 48 [DE 25] (the "Motion"). The Court has carefully reviewed the Motion and the record and is otherwise fully advised in the premises. Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc. (collectively, "Plaintiffs"), and Defendant Number 48, skiller90.com ("Defendant"), stipulate and consent to entry of final judgment and a permanent injunction as follows:

**WHEREAS**, Defendant allegedly adopted and began using trademarks in the United States that infringe the distinctive quality of Plaintiffs' various registered trademarks identified in Paragraphs 17 and 18 of Plaintiffs' Amended Complaint [DE 16] (the "adidas Marks");

**WHEREAS**, Defendant's use of names and marks which 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,

1. Defendant and its 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 Defendant as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing itself as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendant 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 Defendant;
- 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 Defendant's 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 utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (i).

2. 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 Defendant to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

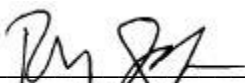
3. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.

4. Each party shall bear its own attorneys' fees and costs.

5. This Court will retain continuing jurisdiction over this matter for the limited purpose of enforcing this Consent Final Judgment for one (1) year following the date of this Order.

6. PayPal, Inc. ("PayPal") and Stripe, Inc. ("Stripe"), and their related companies and affiliates shall (1) disburse the funds of Defendant restrained pursuant to the Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, dated August 20, 2024 [DE 13] (the "TRO"), as directed by Plaintiffs' counsel; (2) upon transfer of the funds to Plaintiffs as required herein, PayPal and Stripe shall remove any restraints that were placed on Defendant's accounts pursuant to the TRO; and (3) return Defendant's accounts back to an unrestrained status in accordance with PayPal's and Stripe's operating procedures and contract for services with Defendant.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this 7th day of October, 2024.

  
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**RODNEY SMITH**  
**UNITED STATES DISTRICT JUDGE**