

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

CASE NO. 23-61084-CIV-SMITH

ADIDAS AG, *et al.*,

Plaintiffs,

v.

THE INDIVIDUALS, PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

**CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION
AS TO DEFENDANT NUMBERS 18, 19, 21, 30, AND 62**

On May 3, 2024, the Court entered an Order [DE 36] granting Plaintiffs’ Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendant Numbers 18, 19, 21, 30, and 62 [DE 34]. Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc. (collectively, “Plaintiffs”), and the Defendants designergunews.ru a/k/a designergunews.xyz (Defendant Number 18); dopestkickz.cc a/k/a dopestkickzclub.ru a/k/a dopestkickzfans.ru a/k/a dopestkickznews.ru (Defendant Number 19); fashionkicks.xyz (Defendant Number 21); jerseydor.com (Defendant Number 30); weekknight.com (Defendant Number 62) (collectively, the “Consent Judgment Defendants”), stipulate and consent to entry of final judgment and a permanent injunction as follows:

WHEREAS, the Consent Judgment Defendants 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 26], (the “adidas Marks”);

WHEREAS, the Consent Judgment Defendants' 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. The Consent Judgment 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 the Consent Judgment Defendants 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 the Consent Judgment 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 the Consent Judgment 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 the Consent Judgment 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 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 the Consent Judgment Defendants 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 its related companies and affiliates shall (1) disburse the funds of the Consent Judgment Defendants restrained pursuant to the Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, dated June 22, 2023 [DE 11] (the "TRO"), as directed by the Plaintiffs' counsel; (2) upon transfer of the funds to the Plaintiffs as required herein, PayPal shall remove any restraints that were placed on the Consent Judgment Defendants' PayPal account pursuant to the TRO; and (3) return the Consent Judgment Defendants' accounts back to an unrestrained status in accordance with PayPal's operating procedures and contract for services with the Consent Judgment Defendants.

DONE AND ORDERED in Fort Lauderdale, this 3rd day of May, 2024.

A handwritten signature in black ink, appearing to read 'Rodney Smith', is written over a horizontal line.

RODNEY SMITH
UNITED STATES DISTRICT JUDGE

cc: counsel of record