

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case Number: 24-23061-CIV-MARTINEZ-SANCHEZ

ON CLOUDS GMBH,

Plaintiff,

vs.

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

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS MATTER comes before the Court on Plaintiff's Motion for Entry of Final Default Judgment (the "Motion"), (ECF No. 40). The Court granted the Motion in a separate Order, (ECF No. 51). Pursuant to Federal Rule of Civil Procedure 58(a), the Court hereby **ENTERS THIS SEPARATE FINAL JUDGMENT.**

Accordingly, it is **ORDERED and ADJUDGED** that **Final Default Judgment is hereby entered** in favor of Plaintiff, ON CLOUDS GMBH, ("Plaintiff"), and against the Defendant Individuals, Partnerships, or Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") as follows:

(1) Permanent Injunctive Relief:

Defendants, their officers, directors, employees, agents, representatives, servants, subsidiaries, distributors, attorneys, and all persons acting in concert or participation with the Defendants 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 Plaintiff's trademarks, or any confusingly similar trademarks, identified in Paragraph 14 of the Amended Complaint (the "On Marks");
- b. using the On 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 Plaintiff;
- d. falsely representing themselves as being connected with Plaintiff, 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 Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the On 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 goods offered for sale or sold by Defendants as being those of Plaintiff or in any way endorsed by Plaintiff and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiff;
- i. using the On Marks, or any confusingly similar trademarks within domain name extensions or on e-commerce marketplace websites, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores or seller names registered by, owned, or operated by Defendants, including the Internet based e-commerce stores operating under the seller names identified on Schedule "A" (the "E-commerce Store Names"); 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 above.

(2) Additional Equitable Relief:

- a. In order to give practical effect to the Permanent Injunction, and upon Plaintiff's request, the E-commerce Store Names identified on Schedule "A" hereto are hereby ordered to be immediately transferred by the corresponding Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiff's control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names identified on Schedule "A" hereto to Plaintiff's control within five (5) days of receipt of this Judgment, upon Plaintiff's request, those corresponding Defendants and the top level domain (TLD) Registry for each of the E-commerce Store Names, or their administrators, including backend registry operators or administrators, shall, within thirty (30) days, (i) change the Registrar of Record for the E-commerce Store Names to a Registrar of Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to Plaintiff, or (ii) place the E-commerce Store Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registries which link the E-commerce Store Names to the IP addresses where the associated websites are hosted;
- b. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their E-commerce Store Names identified on Schedule "A" hereto to Plaintiff and, if within five (5) days of receipt of this Order, Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
- c. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Names identified on Schedule "A" hereto and, if within five (5) days of receipt of this Order Defendants fail to make such a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
- d. Plaintiff may serve this injunction on any Internet search engines with a request that they permanently disable, deindex or delist any specific URLs identified by Plaintiff, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via the URLs identified by Plaintiff; and
- e. Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods using counterfeits, and/or infringements of the On Marks.

(3) Statutory Damages pursuant to 15 U.S.C. § 1117(c):

- a. Award Plaintiff damages of \$100,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range of 15 U.S.C. § 1117(c).

(4) Statutory Damages pursuant to 15 U.S.C. § 1117(d):

- a. \$10,000.00 against Defendant Number 1 – oncloudshoesforall.com, for its domain name, oncloudshoesforall.com, for which let execution issue;
- b. \$10,000.00 against Defendant Number 2 – on-cloudy.com, for its domain name, on-cloudy.com, for which let execution issue; and
- c. \$10,000.00 against Defendant Number 3 – shuckson.com, for its domain name, shuckson.com, for which let execution issue.

(5) Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon Plaintiff's request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal, Inc. ("PayPal") and Stripe, Inc. ("Stripe") and their related companies and affiliates, are to immediately (within five (5) business days) identify, restrain, and surrender to Plaintiff all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names used by Defendants presently or in the future, as well as any other related E-commerce Store Name(s) and account(s) of the same customer(s), and any other account(s) which transfer funds into the same financial institution account(s). Such financial accounts and/or sub-accounts shall remain restrained until such funds are surrendered to Plaintiff in partial satisfaction of the monetary judgment entered herein. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to,

PayPal, Stripe, and their related companies and affiliates, shall provide to Plaintiff at the time any funds are surrendered, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiff.

(6) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

(7) The bond posted by Plaintiff in the amount of \$10,000.00 is **ordered to be released** by the Clerk.

(8) The Court retains jurisdiction to enforce this Final Default Judgment and Permanent Injunction.

DONE AND ORDERED in Chambers at Miami, Florida, this 29 day of September, 2025.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Counsel of Record

SCHEDULE "A"
DEFENDANTS BY E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID / Transaction Information	PayPal E-mail	E-mail Addresses
1	oncloudshoesforall.com	KyleFGramAktiengesellschaft	KEWHM8BMFL922		
		UNATHI KEKANA	3V53NRD5HQBZS	UNATHI_KEKANA@HOTMAIL.COM	
			2FV5JM77RTZ2Y		
			RUUKPZZ7W34BY		
			5Y4WWK72XQEPA		
2	on-cloudy.com	oncloud	ZA6LUY6YUF5Q4		support@on-cloudy.com
3	shuckson.com	Stripe Payment	ACQRA *shirtqe Transaction Date: July 1, 2024 Posted Date: July 2, 2024 Category: Merchandise & inventory		support@ltsmrd.top
4	okdbest.com	Okdbest Online Store	ZSEKNMHNZ8ZAG		service@okdbest.com service@bericch.com
5	reverieh.com	东莞市誉讴装饰材料有限公司	4LFT52DRECZKJ		service@reverieh.com service@treeofocean.com
6	letfact.life	Stripe Payment	BILLYBOMBINGLTD Transaction Date: June 20, 2024 Posted Date: June 21, 2024 Category: Merchandise & inventory		
6	topdteven.best	Stripe Payment	BILLYBOMBINGLTD Transaction Date: June 20, 2024 Posted Date: June 21, 2024 Category: Merchandise & inventory		
7	usfashionbuy.com	fashionbuy	FW2C5W39SL95U		fashionshop-servers@outlook.com