

1 Kollin J. Zimmermann (CA Bar No. 273092)
2 KZimmermann@ktslaw.com
3 KILPATRICK TOWNSEND & STOCKTON LLP
4 1801 Century Park East, Suite 2300
5 Los Angeles, CA 90067
6 Telephone: 310-248-3830
7 Facsimile: 310-860-0363

8 R. Charles Henn Jr. (*pro hac vice* forthcoming)
9 chenn@ktslaw.com
10 KILPATRICK TOWNSEND & STOCKTON LLP
11 1100 Peachtree Street, Suite 2800
12 Atlanta, GA 30309
13 Telephone: 404.815.6500
14 Facsimile: 404.815.6555

15 *Attorneys for Plaintiffs*

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 ADIDAS AMERICA, INC., an Oregon
19 corporation; and ADIDAS AG, a
20 foreign entity,

21 Plaintiffs,

22 v.

23 FASHION NOVA, LLC, a California
24 limited liability company,

25 Defendant.

CASE NO.: 2:25-cv-1878

COMPLAINT

(Federal Trademark Infringement,
Federal Trademark Counterfeiting,
Federal Unfair Competition, Federal
Trademark Dilution, State Trademark
Dilution, Unfair and Deceptive Trade
Practices, State Trademark
Infringement and Unfair Competition,
and Breach of Contract)

DEMAND FOR JURY TRIAL

26 Plaintiffs adidas America, Inc. and adidas AG (collectively, “adidas”) state
27 the following for their complaint against Defendant Fashion Nova, LLC (“Fashion
28 Nova”).

I. INTRODUCTION

1
2 1. For decades, adidas has manufactured, advertised, marketed, promoted,
3 distributed, and sold footwear and apparel bearing its distinctive Three-Stripe
4 trademark (the “Three-Stripe Mark”), which is covered by numerous incontestable
5 federal trademark registrations. Consumers easily recognize the Three-Stripe Mark
6 and uniquely associate it with adidas, so much so that multiple federal courts have
7 held that the Three-Stripe Mark is famous among consumers in the United States.





8 2. Fashion Nova, a fast fashion company with a penchant for overlooking
9 the intellectual property rights of others, is well aware of adidas’s rights in the
10 Three-Stripe Mark, having previously been sued *twice* by adidas for creating,
11 advertising, or selling infringing apparel and footwear featuring identical,
12 confusingly similar, or substantially indistinguishable imitations of adidas’s Three-
13 Stripe Mark.

14 3. In a settlement agreement between the parties signed in 2022 (the
15 “2022 Agreement”) resulting from one of these prior law suits, Fashion Nova (i)
16 acknowledged adidas’s rights, (ii) agreed not to contest or impair adidas’s rights in
17 the Three-Stripe Mark, (iii) agreed to stop selling apparel and footwear adidas had
18 identified as infringing the Three-Stripe Mark (the “Disputed Products”), and (iv)
19 committed to stop manufacturing, marketing, or selling any product bearing the
20 Three-Stripe Mark or any design, mark, or feature confusingly similar to it. The
21 2022 Agreement was signed by Erica Meierhans, then-General Counsel and Chief
22 Compliance Officer for Fashion Nova. The 2022 Agreement is attached as **Exhibit**
23 **1** to the Complaint.





24 4. Less than three years after signing the 2022 Agreement, Fashion Nova
25 breached it by promoting, offering for sale, and/or selling many of the exact same
26 designs it had promised to discontinue. Examples of the Disputed Products, which
27 Fashion Nova agreed to stop making, advertising, and selling, as well as some of
28 Fashion Nova’s nearly identical current offerings are shown in the chart below and

1 in Exhibit 2.







2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	
	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

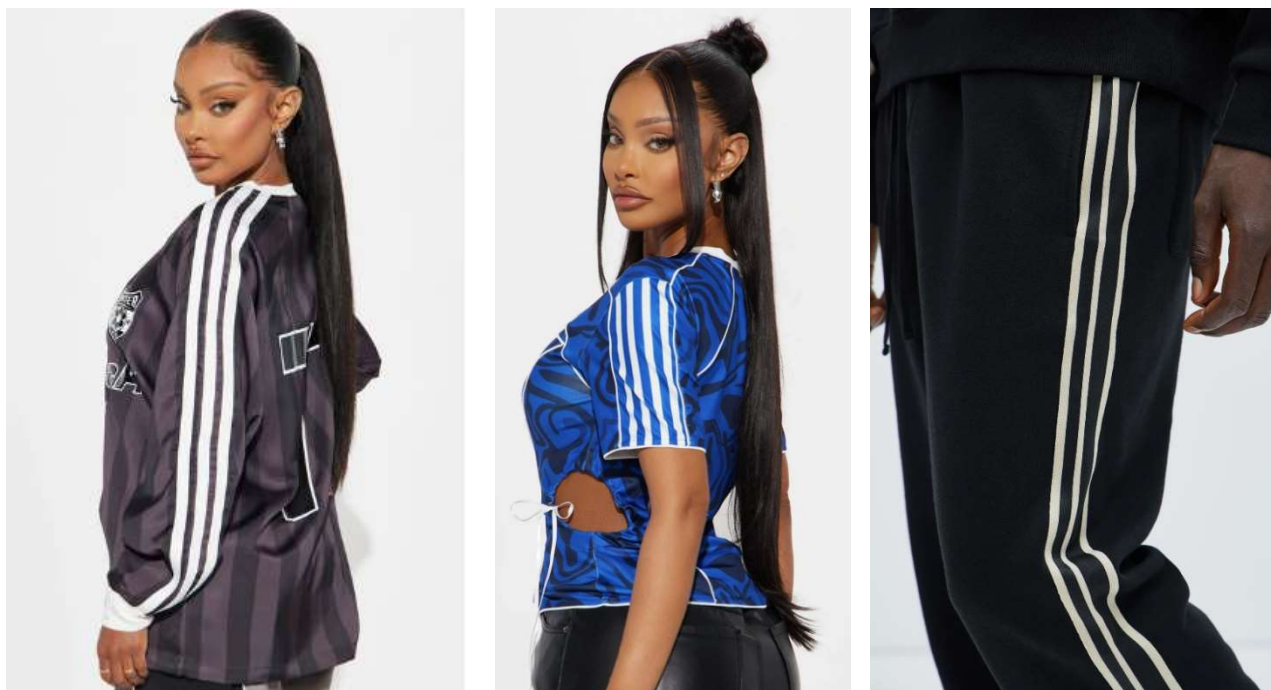
Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	
	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	
	
	

5. In addition to advertising, offering for sale, and/or selling apparel containing designs identical or substantially similar to those prohibited by the 2022

1 Agreement, Fashion Nova released an entirely new batch (with additional items
2 marked as “coming soon”) of footwear and apparel bearing confusingly similar or
3 substantially indistinguishable imitations of the Three-Stripe Mark (together with
4 the designs above, the “Infringing Apparel and Footwear”)—despite its commitment
5 to refrain from further infringing adidas’s Three-Stripe Mark in the 2022
6 Agreement. Examples of those infringing designs are shown below and in **Exhibit**
7 **2.**



1 under the laws of the State of Oregon, having its principal place of business at 5055
2 N. Greeley Avenue, Portland, Oregon 97217. adidas America, Inc. directs all U.S.-
3 based operations on behalf of adidas AG, including sales, brand marketing, product
4 marketing, product design, public relations, distribution, enforcement, and licensing
5 of and for ADIDAS-branded merchandise, including goods bearing the famous
6 Three-Stripe Mark. adidas AG and adidas America, Inc., as well as any predecessors
7 or related entities, are collectively referred to as “adidas.”

8 11. Defendant Fashion Nova, LLC is a limited liability company organized
9 and existing under the laws of California, having a principal place of business at
10 2801 East 46th Street, Vernon, California 90058.

11 III. JURISDICTION AND VENUE

12 12. This Court has subject matter jurisdiction under Section 39 of the
13 Lanham Act, 15 U.S.C. § 1121, 28 U.S.C. §§ 2201 and 2202. Subject matter
14 jurisdiction over adidas’s related state and common law claims is proper pursuant to
15 28 U.S.C. §§ 1338 and 1367.

16 13. This Court has personal jurisdiction over Fashion Nova because
17 pursuant to an agreement with adidas, Fashion Nova submitted to the personal
18 jurisdiction of this Court in connection with the matters at issue in this lawsuit. In
19 addition: (a) Fashion Nova resides in California and has its principal place of
20 business in California; (b) Fashion Nova has knowingly and purposefully marketed,
21 distributed, offered for sale, and/or sold the Accused Apparel and Footwear to
22 persons within the State of California; (c) Fashion Nova regularly transacts and
23 conducts business within the State of California; and (d) Fashion Nova has
24 otherwise made or established contacts within the State of California sufficient to
25 permit the exercise of personal jurisdiction..

26 14. Venue is proper in the Central District of California pursuant to 28
27 U.S.C. § 1391(b)(2), because a substantial part of the acts or omissions giving rise to
28 adidas’s claims occurred in this District.

1 IV. FACTS COMMON TO ALL CLAIMS FOR RELIEF

2 A. adidas' Famous Three-Stripe Mark

3 15. adidas is currently, and for many years has been, one of the world's
4 leading manufacturers of athletic apparel, sportswear, footwear, and sporting
5 equipment. At least as early as 1952, adidas began using the Three-Stripe Mark on
6 footwear sold in the United States and worldwide. The Three-Stripe Mark, which is
7 nonfunctional as applied to footwear, quickly came to signify the quality and
8 reputation of adidas footwear. Representative examples of footwear bearing the
9 Three-Stripe Mark are attached as **Exhibit 3**.

10 16. At least as early as 1967, adidas began using its Three-Stripe Mark on
11 apparel sold in the United States and worldwide. The Three-Stripe Mark, which is
12 nonfunctional as applied to apparel, quickly came to signify the quality and
13 reputation of adidas apparel. Representative examples of apparel, including shirts,
14 jackets, and pants, bearing the Three-Stripe Mark are attached as **Exhibit 4**.

15 17. Examples of apparel and footwear sold by adidas bearing the Three-
16 Stripe Mark are shown below:

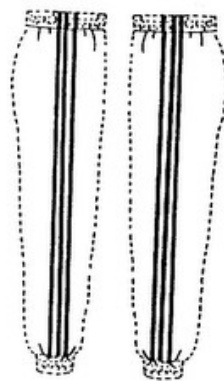


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



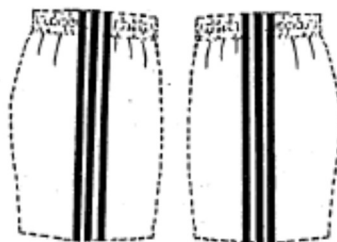
18. adidas is the owner of a federal trademark registration, Reg. No. 2,284,308, issued by the United States Patent and Trademark Office (“USPTO”) on October 12, 1999, for the Three-Stripe Mark, as depicted below, for “sports and leisure wear, namely pants.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of Certificate of Registration No. 2,284,308 is attached as **Exhibit 5**.

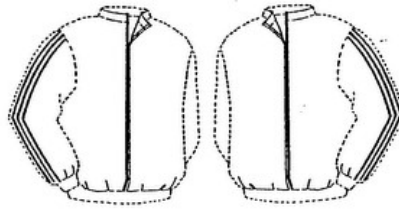
19. adidas is the owner of a federal trademark registration, Reg. No. 2,278,591, issued by the USPTO on September 21, 1999, for the Three-Stripe Mark, as depicted below, for “sports and leisure wear, namely, shorts.”



Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of Certificate of Registration No. 2,278,591 is attached as **Exhibit 6**.

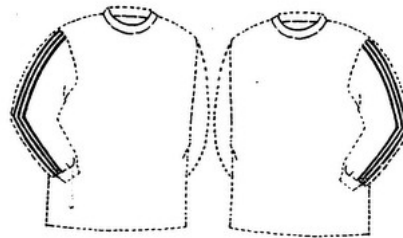
20. adidas is the owner of a federal trademark registration, Reg. No. 2,016,963, issued by the USPTO on November 19, 1996 for the Three-Stripe Mark, as depicted below, for “sports and leisure wear, namely jackets.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



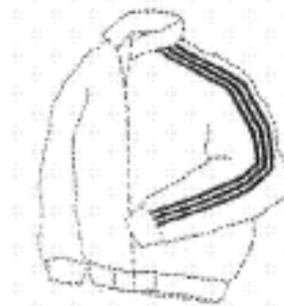
Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this mark is attached as **Exhibit 7**.

21. adidas is the owner of a federal trademark registration, Reg. No. 2,058,619, issued by the USPTO on May 6, 1997 for the Three-Stripe Mark, as depicted below, for “sports and leisure wear, namely shirts.”



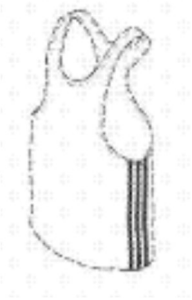
Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this mark is attached as **Exhibit 8**.

22. adidas is the owner of a federal trademark registration, Reg. No. 3,029,127, issued by the USPTO on December 13, 2005, for the Three-Stripe Mark, as depicted below, for “clothing, namely, T-shirts, sweatshirts, jackets and coats.”



1 Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15
2 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the
3 Certificate of Registration for this execution of the Three-Stripe Mark is attached as
4 **Exhibit 9.**

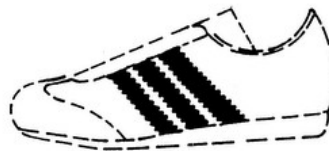
5 23. adidas is the owner of a federal trademark registration, Reg. No.
6 3,087,329, issued by the PTO on May 2, 2006, for the Three-Stripe Mark, as depicted
7 below, for “clothing, namely, shirts, T-shirts, sweatshirts, vests, jackets and coats.”



8
9
10
11
12

13 Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15
14 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the
15 Certificate of Registration for this mark is attached as **Exhibit 10.**

16 24. adidas is the owner of a federal trademark registration, Reg. No.
17 1,815,956, issued by the USPTO on January 11, 1994, for the Three-Stripe Mark, as
18 depicted below, for “athletic footwear.”



19
20
21
22

23 Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15
24 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the
25 Certificate of the Registration for this mark is attached as **Exhibit 11.**

26 25. adidas is the owner of a federal trademark registration, Reg. No.
27 1,833,868, issued by the USPTO on May 3, 1994, for the Three-Stripe Mark, as
28 depicted below, for “athletic footwear.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of the Registration for this mark is attached as **Exhibit 12**.

26. adidas is the owner of a federal trademark registration, Reg. No. 3,029,129, issued by the USPTO on December 13, 2005, for the Three-Stripe Mark, as depicted below, for “footwear.”



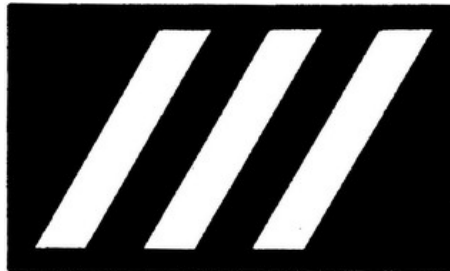
Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of the Registration for this mark is attached as **Exhibit 13**.

27. adidas is the owner of a federal trademark registration, Reg. No. 3,029,135, issued by the USPTO on December 13, 2005, for the Three-Stripe Mark, as depicted below, for “footwear.”



Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable. A copy of the Certificate of the Registration for this mark is attached as **Exhibit 14**.

1 28. adidas is the owner of a federal trademark registration, Reg. No.
2 4,910,643, issued by the USPTO on March 8, 2016, for the Three-Stripe Mark, as
3 depicted below, for “Clothing, namely . . . pants, shorts, bottoms, . . . tracksuits,
4 training suits, [and] warm-up suits.” A copy of Certificate of Registration No.
5 4,910,643 is attached as **Exhibit 15**. An affidavit has been filed pursuant to Sections
6 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is
7 incontestable.



13 29. adidas is the owner of additional incontestable federal registrations for
14 the Three-Stripe Mark covering other items of apparel such as athletic training suits
15 and headwear, including Reg Nos. 870,136, 3,183,656, 3,183,663, and 3,236,505.
16 Copies of these Certificates of Registration are attached collectively as **Exhibit 16**.

17 30. adidas is also the owner of incontestable federal registrations for the
18 Three-Stripe Mark covering footwear, including Reg Nos. 2,278,589, 2,909,861, and
19 2,999,646. Copies of these Certificates of Registration are attached collectively as
20 **Exhibit 17**.

21 31. Additionally, adidas owns federal trademark registrations for the word
22 marks THE BRAND WITH THE 3 STRIPES and THREE STRIPE LIFE, Reg. Nos.
23 1,674,229 and 6,897,937, respectively (issued by the USPTO on February 4, 1992
24 and November 15, 2022 respectively for various items of apparel and accessories).
25 Affidavits have been filed for Reg. No. 1,674,229 pursuant to Sections 8 and 15 of
26 the Lanham Act, 15 U.S.C. §§ 1058 and 1065, and this registration is incontestable.
27 Copies of these Certificates of Registration are attached collectively as **Exhibit 18**.

1 32. In recent years, annual sales of products bearing the Three-Stripe Mark
2 have totaled in the billions of dollars globally and in the hundreds of millions of
3 dollars within the United States.

4 33. adidas has invested hundreds of millions of dollars building its brand in
5 connection with the Three-Stripe Mark, and federal courts have repeatedly stated that
6 the Three-Stripe Mark is famous among consumers in the United States. Indeed, for
7 decades, adidas has advertised and promoted the Three-Stripe Mark in the United States
8 through virtually every marketing channel, including print, television, digital advertising,
9 social media, influencer marketing, and sponsorships.

10 34. Since introducing the Three-Stripe Mark, adidas has spent millions of
11 dollars promoting the mark and products bearing the mark in the United States.
12 adidas has used the Three-Stripe Mark in connection with its frequent sponsorship of
13 athletic tournaments and organizations, as well as professional athletes and collegiate
14 sports teams. For example, adidas has had longstanding relationships with Texas
15 A&M University, the University of Kansas, the University of Nebraska, the
16 University of Louisville, Arizona State University, the University of Indiana, and the
17 University of Miami. Among many other athletes who wear apparel and footwear
18 bearing the Three-Stripe Mark, adidas sponsors: (a) NBA stars James Harden,
19 Damian Lillard, Donovan Mitchell, Trae Young, and Anthony Edwards; (b) MLB all-
20 stars J.D. Martinez, Julio Rodriguez, and Corey Seager; (c) professional golfers
21 Collin Morikawa, Sergio Garcia, and Ludvig Aberg; (d) NFL stars Garrett Wilson,
22 Amon-Ra St. Brown, and Patrick Mahomes, three-time Super Bowl MVP, 2018 and
23 2022 NFL MVP and six-time selection for the Pro Bowl; (e) soccer superstars Lionel
24 Messi, Mohamed Salah, Trinity Rodman, Catarina Macario, and Lindsey Horan; (f)
25 top tennis players, including Stefanos Tsitsipas, Jessica Pegula, Alexander Zevrev,
26 and Maria Sakkari; and (g) NCAA college football superstar, Travis Hunter, 2024
27 Heisman Trophy winner, 2024 AP College Football Player of Year, and 2024 Big 12
28 Defensive Player of the Year. For decades, adidas has also sponsored the world-

1 famous Boston Marathon, along with many other events, teams, clubs, and
2 individuals.

3 35. adidas also has sponsored the U.S. volleyball and beach volleyball
4 teams. And it is known for sponsoring alpine athletes, including Mikaela Shifrin,
5 Alice Robinson, and Petra Vlhova, as well as extreme sports athletes, such as the
6 official adidas Skateboarding team. All of these sponsorships involve extensive use
7 and marketing of the Three-Stripe Mark.

8 36. Beyond the sports world, adidas has used the Three-Stripe Mark in
9 connection with its frequent sponsorship of television and movie stars, social media
10 influencers, and musical artists, including 13-time Grammy Award winning producer
11 Pharrell Williams, pop stars Beyoncé Knowles, Katy Perry and Selena Gomez, iconic
12 rappers B.o.B and DJ Kerwin Frost, and world renowned reggaeton artist Bad Bunny.

13 37. Unsolicited media coverage has referred to adidas's "classic three
14 stripes" (Hondorp, Gabrielle, "The Best Tracksuits of 2024: Top Picks for Style,
15 Speed and Comfort," *Sports Illustrated*, January 4, 2024), adidas as the "[b]rand with
16 the Three Stripes" (Hernanadez, Jovani "Three Stripes Across 50 States: A Guide To
17 The Best-Selling adidas Shoes In The U.S.," *Sneaker News*, November 15, 2023),
18 adidas's "distinctive three-stripe pattern" (Gupta, Manjari, "5 sneaker models that
19 define Adidas heritage," *Sportskeeda*, May 29, 2023), the "beloved Three Stripes
20 icons" (Le, Michael, "The adidas PUFFYLETTE Creates An Illusory Homage To
21 Iconic Three Stripes Sneakers," *Sneaker News*, December 8, 2022), adidas's "seminal
22 three-stripes style" (Sandoval, Paolo, "From Samba to Superstar: Which Adidas
23 Sneakers Are Right for You?," *Inside Hook*, October 19, 2022), "[t]hink of [a]didas
24 and you think of the Three Stripes" (White, Mark, "Adidas: The history of the Three
25 Stripes on football shirts," *FourFourTwo*, July 15, 2022), adidas's "signature three
26 stripes" (Z., Yna, "Bringing the Lego 10282 Adidas Originals Superstar to
27 life," *AsiaOne*, July 14, 2021), "the iconic three-stripe [a]didas tag" (Romano,
28 Brittany, "Adidas has finally made a golf shoe version of the popular three-striped

1 Superstar sneaker,” *Golf Digest*, August 13, 2020), adidas’s “signature three-stripes”
2 (Northman, Tora, “Adidas Originals’ Burgundy Track Pants Are the Perfect Retro
3 Staple,” *Hypebae*, February 6, 2018), adidas’s “signature three stripes” (Butler-
4 Young, Sheena, “The Inside Scoop on How Adidas Became One of the Industry’s
5 Most Sought-After Brands,” *Footwear News*, March 14, 2017), “iconic three stripes”
6 (Reimel, Erin, “Alexander Wang Announced a Major Collab With Adidas at Fashion
7 Week,” *Glamour*, September 11, 2016), “famous Three Stripes” (Schwartz, Rob,
8 “Three Brands That Won At The World Cup,” *Forbes*, July 13, 2014). Copies of the
9 foregoing and other unsolicited media articles discussing the adidas brand and the
10 Three-Stripe Mark are attached collectively as **Exhibit 19**.

11 38. In addition, adidas’s advertising campaigns and sponsorships have
12 themselves received extensive media coverage. For example:

- 13 • In 2019, adidas recruited tennis star Billie Jean King and ESPN host
14 Maria Taylor to “promote visibility of women in sport” with its “She
15 Breaks Barriers” campaign. This advertisement also “features athletes
16 Rahaf Khatib, Keni Harrison, Becky Sauerbrunn, and Layshia
17 Clarendon.” See **Exhibit 20** (Smith, Jordan, “Adidas Launches
18 Campaign for Equal Media Representation in Sport,” *Runner’s World*,
19 March 12, 2019).
- 20 • In 2020, adidas kicked off a campaign “Change Is a Team Sport,”
21 directed by and starring Jonah Hill, which emphasizes the power of
22 teamwork and includes other icons such as K-pop’s super girl
23 group BLACKPINK, chart-topping producer-singer Pharrell Williams,
24 Brazil’s leading diva Anitta, Hong Kong-born singer-rapper Jackson
25 Wang, DJ Kerwin Frost, Japanese fashion designer Nigo, professional
26 gamer Ninja, American actress Yara Shahidi, and French soccer player
27 Paul Pogba. See **Exhibit 21** (“Change Is A Team Sport,” *adidas News*,
28 January 26, 2020).

- 1 • adidas’s 2021 “Impossible is Nothing” campaign is a documentary-style
2 work that extensively features the adidas trademarks, including the
3 Three-Stripe Mark, throughout on apparel and footwear and is inclusive
4 of people from different sports, genders, ethnicities, and nationalities,
5 including Siya Kolisi, the first Black captain of the South African rugby
6 team, Tiffany Abreu, the first trans woman to play in Brazilian
7 Volleyball Superliga, Cyrill Gutsch, the award-winning designer and
8 brand/product developer of Parley, Ranveer Singh, awarding-winning
9 Hindi film actor, Mohamed Salah Hamed Mahrous Ghaly, Egyptian
10 professional footballer for Liverpool and captain of the Egypt national
11 team, and numerous WNBA superstars, including Candace Parker,
12 Nneka Ogumike, Layshia Clarendon, and Angel McCoughtry. *See*
13 **Exhibit 22** (“Impossible Is Nothing: Inspiring The World To See
14 Possibilities,” *adidas News*, April 19, 2021).
- 15 • In 2022, adidas launched a campaign in connection with the 2022 FIFA
16 World Cup called “When Football Is Everything, Impossible is
17 Nothing,” which featured icons from across sports and media such as
18 Lionel Messi, Karim Benzema, Achraf Hakimi, Son Heung-Min, Jude
19 Bellingham, Pedro ‘Pedri’ González López, Serge Gnabry and Stormzy.
20 *See Exhibit 23* (“When Football Is Everything Impossible Is Nothing,”
21 *adidas News*, November 14, 2022).
- 22 • In 2023, adidas launched a series of short films accompanied by a set of
23 triptych stills shot by Chadwick Tyler, with some sets featuring partners,
24 collaborators, and friends of the brand that have helped to tell the story
25 of the Trefoil the world over including: Zinedine Zidane, Jenna Ortega,
26 Pusha T, Anitta, Hyeon Jung, David Beckham, Jennie, Stormzy. *See*
27 **Exhibit 24** (“Adidas Originals Launches New Global Brand Platform:
28

1 ‘We Gave The World An Original. You Gave Us A Thousand Back,’”
2 *adidas News*, September 15, 2023).

- 3 • adidas’s 2024 “You Got This” campaign features professional and
4 amateur athletes—including Patrick Mahomes, Trinity Rodman, Lionel
5 Messi, Linda Caicedo, Rohit Sharma, Anthony Edwards, Jude
6 Bellingham and the New Zealand All Blacks rugby team—to address
7 how pressure detracts from their enjoyment of playing a sport. *See*
8 **Exhibit 25** (“Adidas tells athletes of all types: ‘You got this,’”
9 *MarketingDive*, February 12, 2024).
- 10 • In 2025, adidas continued its “You Got This” campaign—this time
11 emphasizing the importance of coaches, parents, supporters, and
12 teammates while featuring star athletes such as Anthony Edwards and
13 Aitana Bonmatí alongside personal friends and supporters. *See* **Exhibit**
14 **26** (“Adidas And Stars Including Aitana Bonmatí, Anthony Edwards,
15 And Trinity Rodman Set Out To Make Us All Believe, You Got This,”
16 *adidas News*, February 11, 2025).

17 39. adidas has built up and now owns extremely valuable goodwill that is
18 symbolized by the Three-Stripe Mark. As a result of adidas’s widespread,
19 continuous, and exclusive use of the Three-Stripe Mark in connection with its
20 apparel and footwear for many decades, the general consuming public of the United
21 States recognizes the Three-Stripe Mark as a designation of source of the goods of
22 adidas, and it is, therefore, a famous mark. The Three-Stripe Mark became famous
23 long before Fashion Nova began selling the Infringing Apparel and Footwear.

24 **B. Fashion Nova’s Prior Infringement And The 2022 Settlement**
25 **Agreement**

26 40. In 2019, adidas learned that Fashion Nova was offering for sale and
27 selling apparel and footwear featuring stripe designs that were confusingly similar—
28 and often identical—to adidas’s famous Three-Stripe Mark.

1 41. Specifically, adidas became aware that Fashion Nova was selling the
2 apparel and footwear depicted below:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28





1
2
3
4
5
6
7 42. adidas attempted, but was unable, to amicably resolve its dispute based
8 on Fashion Nova’s sale of egregiously infringing apparel and footwear, so it filed a
9 lawsuit styled *adidas America, Inc. et al v. Fashion Nova, Inc.*, Civil Action No.
10 3:19-cv-0740-AC, asserting claims for trademark infringement, trademark
11 counterfeiting, unfair competition, and trademark dilution (the “2019 Lawsuit”).

12 43. The parties resolved the 2019 Lawsuit through the 2022 Agreement.

13 44. The 2022 Agreement is valid and enforceable, and Fashion Nova and
14 adidas entered into the 2022 Agreement after arms-length negotiations where each
15 side was represented by counsel.


16 45. In the 2022 Agreement, Fashion Nova specifically agreed not to
17 produce, manufacture, distribute, sell, offer for sale, advertise, promote, license, or
18 market the above apparel and footwear or any of the apparel and footwear shown in
19 **Exhibit 2.**

20 46. Fashion Nova further agreed not to produce, manufacture, distribute,
21 sell, offer for sale, advertise, promote, license, or market anything confusingly
22 similar to the Three-Stripe Mark.

23 47. Fashion Nova also agreed expressly not to take any action contesting or
24 impairing adidas’s right, title, and interest in the Three-Stripe Mark. This
25 undertaking included, without limitation, a covenant not to assert that the Three-
26 Stripe Mark lacks distinctiveness, or that it is generic, descriptive, functional, or
27 ornamental.





1 48. Although adidas has complied with all material terms of the 2022
 2 Agreement, on information and belief, Fashion Nova never intended to comply with
 3 the 2022 Agreement in word or spirit, and as shown below, has not complied with
 4 the 2022 Agreement.

5 49. adidas discovered recently that, without authorization, Fashion Nova
 6 had begun advertising, offering for sale, and/or selling apparel bearing stripe designs
 7 that are nearly identical to those on products Fashion Nova agreed to discontinue in
 8 the 2022 Agreement, as shown below:







Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	
	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	
	
	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Products Fashion Nova Agreed To Stop Selling In 2022 Agreement	Products Advertised and/or Offered for Sale by Fashion Nova
	

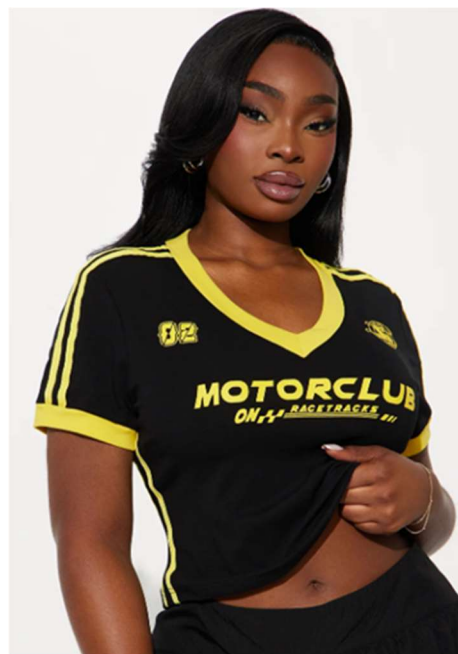
50. In addition, Fashion Nova, without authorization, has begun to offer for sale and/or sell other apparel and footwear that violates the 2022 Agreement and is likely to cause confusion with the Three-Stripe Mark, including, for example, the apparel and footwear shown below and in **Exhibit 2**:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



51. On information and belief, Fashion Nova began using identical, confusingly similar, or substantially indistinguishable imitations of the Three-Stripe Mark on the Infringing Apparel and Footwear in knowing, willful, intentional, and malicious violation of adidas’s rights and of the 2022 Agreement.

52. The Infringing Apparel and Footwear designed, manufactured, produced, distributed, marketed, promoted, offered for sale, and/or sold by Fashion Nova are not manufactured by adidas, nor is Fashion Nova associated, affiliated, or connected with adidas, or licensed, authorized, sponsored, endorsed, or approved by adidas in any way.

53. adidas used its Three-Stripe Mark extensively and continuously long before Fashion Nova began distributing, marketing, promoting, offering for sale, or selling the Infringing Apparel and Footwear; and the Three-Stripe Mark became famous long before Fashion Nova began its infringement, unfair competition, and dilution of adidas’s rights.

54. Fashion Nova’s uses of identical, confusingly similar, or substantially indistinguishable imitations of adidas’s famous Three-Stripe Mark are likely to deceive, confuse, and mislead actual and prospective purchasers before, during, and after purchase into believing that the Infringing Apparel and Footwear are manufactured or authorized by, or in some manner associated with, adidas, which they are not.

1 distributed by adidas, or are associated or connected with adidas, or have the
2 sponsorship, endorsement, or approval of adidas.

3 59. Fashion Nova has used marks confusingly similar to adidas's federally
4 registered marks in violation of 15 U.S.C. §§ 1114 and 1125(a). Fashion Nova's
5 activities have caused and, unless enjoined by this Court, will continue to cause a
6 likelihood of confusion and deception of members of the trade and public, and,
7 additionally, injury to adidas's goodwill and reputation as symbolized by adidas's
8 Three-Stripe Mark, for which adidas has no adequate remedy at law.

9 60. Fashion Nova's actions demonstrate an intentional, willful, and
10 malicious intent to trade on the goodwill associated with adidas's Three-Stripe Mark
11 to adidas's great and irreparable harm.

12 61. Fashion Nova has caused and is likely to continue causing substantial
13 injury to the public and to adidas; therefore, adidas is entitled to injunctive relief and
14 to recover Fashion Nova's profits, actual damages, enhanced profits and damages,
15 costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

16 **SECOND CLAIM FOR RELIEF**

17 **(Trademark Counterfeiting)**

18 62. adidas repeats and incorporates by reference the allegations in the
19 preceding paragraphs.

20 63. Fashion Nova has used in commerce in the United States spurious marks
21 that are identical with, or substantially indistinguishable from, the Three-Stripe Mark
22 without adidas's authorization, and in connection with the same goods described in
23 adidas's federal registrations for that mark, as shown in **Exhibit 2**.

24 64. Fashion Nova's unauthorized use of spurious marks on the Infringing
25 Apparel and Footwear that are identical with, or substantially indistinguishable from,
26 the Three-Stripe Mark falsely represents Fashion Nova's goods as emanating from or
27 being authorized by adidas and places beyond adidas's control the quality of goods
28 offered and sold under the Three-Stripe Mark.

1 creating the false and misleading impression that Fashion Nova’s goods are
2 manufactured or distributed by adidas, or are affiliated, connected, or associated with
3 adidas, or have the sponsorship, endorsement, or approval of adidas.

4 71. Fashion Nova has made false representations, false descriptions, and
5 false designations of its goods in violation of 15 U.S.C. § 1125(a). Fashion Nova’s
6 activities have caused and, unless enjoined by this Court, will continue to cause a
7 likelihood of confusion and deception of members of the trade and public, and,
8 additionally, injury to adidas’s goodwill and reputation as symbolized by adidas’s
9 Three-Stripe Mark, for which adidas has no adequate remedy at law.

10 72. Fashion Nova’s actions demonstrate an intentional, willful, and
11 malicious intent to trade on the goodwill associated with adidas’s Three-Stripe Mark
12 to the great and irreparable injury of adidas.

13 73. Fashion Nova’s conduct has caused, and is likely to continue causing,
14 substantial injury to the public and to adidas. adidas is entitled to injunctive relief and
15 to recover Fashion Nova’s profits, actual damages, enhanced profits and damages,
16 costs, and reasonable attorneys’ fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Federal Trademark Dilution of the Three-Stripe Mark)**

19 74. adidas repeats and incorporates by reference the allegations in the
20 preceding paragraphs.

21 75. For over sixty-five years, adidas has exclusively and continuously
22 promoted and used its registered Three-Stripe Mark in the United States. The Three-
23 Stripe Mark became a famous and well-known symbol of adidas and its products
24 among the general public in the United States well before Fashion Nova began
25 advertising, promoting, distributing, or offering for sale the Infringing Apparel and
26 Footwear. Indeed, this Court previously held the Three-Stripe Mark to be
27
28

1 “unquestionably famous.” *adidas Am., Inc. v. Skechers USA, Inc.*, 149 F. Supp. 3d
2 1222, 1247 (D. Or. 2016).

3 76. Fashion Nova is making use in commerce of confusingly similar
4 imitations of adidas’s famous Three-Stripe Mark that dilute and are likely to dilute
5 the distinctiveness of adidas’s famous Three-Stripe Mark by eroding the public’s
6 exclusive identification of this famous mark with adidas, tarnishing and degrading the
7 positive associations and prestigious connotations of this famous mark, and otherwise
8 lessening the capacity of the famous Three-Stripe Mark to identify and distinguish
9 adidas’s goods.

10 77. Fashion Nova’s actions demonstrate an intentional, willful, and malicious
11 intent to trade on the goodwill associated with adidas’s Three-Stripe Mark or to cause
12 dilution of the mark to the great and irreparable injury of adidas.

13 78. Fashion Nova has caused and, unless enjoined by this Court, will continue
14 to cause irreparable injury to adidas’s goodwill and business reputation, and dilution of
15 the distinctiveness and value of adidas’s famous Three-Stripe Mark in violation of 15
16 U.S.C. § 1125(c). adidas therefore is entitled to injunctive relief and to Fashion Nova’s
17 profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys’
18 fees under 15 U.S.C. §§ 1125(c), 1116, and 1117.

19 **FIFTH CLAIM FOR RELIEF**

20 **(State Trademark Dilution and Injury to Business Reputation)**

21 79. adidas repeats and incorporates by reference the allegations in the
22 preceding paragraphs.

23 80. For over sixty-five years, adidas has exclusively and continuously
24 promoted and used its registered Three-Stripe Mark in the United States. The Three-
25 Stripe Mark became a famous and well-known symbol of adidas and its products
26 among the general public in the United States well before Fashion Nova began
27 advertising, promoting, distributing, or offering for sale the Infringing Apparel and
28 Footwear.

1 81. Fashion Nova is making use in commerce of confusingly similar
2 imitations of adidas's famous Three-Stripe Mark that dilute and are likely to dilute
3 the distinctiveness of adidas's famous Three-Stripe Mark by eroding the public's
4 exclusive identification of this famous mark with adidas, tarnishing and degrading the
5 positive associations and prestigious connotations of this famous mark, and otherwise
6 lessening the capacity of the famous Three-Stripe Mark to identify and distinguish
7 adidas's goods.

8 82. Fashion Nova's actions demonstrate an intentional, willful, and malicious
9 intent to trade on the goodwill associated with adidas's Three-Stripe Mark or to cause
10 dilution of the mark to the great and irreparable injury of adidas.

11 83. Fashion Nova has caused and, unless enjoined by this Court, will continue
12 to cause irreparable injury to adidas's goodwill and business reputation, and dilution
13 of the distinctiveness and value of adidas's famous Three-Stripe Mark in violation of
14 the California Business and Professional Code, CAL. BUS. & PROF. CODE § 14247
15 (West 2009).

16 84. adidas, therefore, is entitled to injunctive relief, damages and costs, as
17 well as, if appropriate, enhanced damages, punitive damages, and reasonable
18 attorneys' fees.

19 **SIXTH CLAIM FOR RELIEF**

20 **(Unfair and Deceptive Trade Practices)**

21 85. adidas repeats and incorporates by reference the allegations in the
22 preceding paragraphs.

23 86. Fashion Nova has been and is passing off its goods as those of adidas,
24 causing a likelihood of confusion or misunderstanding as to the source, sponsorship,
25 or approval of Fashion Nova's goods, causing a likelihood of confusion as to Fashion
26 Nova's affiliation, connection, or association with adidas, and otherwise damaging
27 the public.

1 87. Fashion Nova’s conduct constitutes unfair and deceptive acts or
2 practices in the course of a business, trade, or commerce in violation of the unfair and
3 deceptive trade practices statutes of California, CAL. BUS. & PROF. CODE § 17200, *et*
4 *seq.* (West 2009).

5 88. Fashion Nova’s unauthorized use of confusingly similar imitations of
6 adidas’s Three-Stripe Mark has caused and is likely to cause substantial injury to the
7 public and to adidas. adidas, therefore, is entitled to injunctive relief and to recover
8 damages and, if appropriate, punitive damages, costs, and reasonable attorneys’ fees.

9 **SEVENTH CLAIM FOR RELIEF**

10 **(California Common Law Trademark Infringement and Unfair Competition)**

11 89. adidas repeats and incorporates by reference the allegations in the
12 preceding paragraphs.

13 90. Fashion Nova’s use of confusingly similar imitations of adidas’s Three-
14 Stripe Mark is likely to cause confusion, deception, and mistake by creating the false
15 and misleading impression that Fashion Nova’s goods are manufactured or
16 distributed by adidas, or are associated or connected with adidas, or have the
17 sponsorship, endorsement, or approval of adidas.

18 91. Fashion Nova’s actions constitute trademark infringement and unfair
19 competition under California common law, and they have created and will continue
20 to create, unless enjoined by this Court, a likelihood of confusion to the irreparable
21 injury of adidas. adidas has no adequate remedy at law for this injury.

22 92. On information and belief, Fashion Nova has acted with full knowledge
23 of adidas’s use of, and statutory and common law rights to, adidas’s Three-Stripe
24 Mark and without regard to the likelihood of confusion of the public created by
25 Fashion Nova’s activities.

26 93. Fashion Nova’s actions demonstrate an intentional, willful, and malicious
27 intent to trade on the goodwill associated with adidas’s Three-Stripe Mark to the great
28 and irreparable injury of adidas.

1 94. As a result of Fashion Nova’s actions, adidas has been damaged in an
2 amount not yet determined or ascertainable. At minimum, however, adidas is entitled to
3 injunctive relief, to an accounting of Fashion Nova’s profits, as well as adidas’s
4 damages, reasonable attorneys’ fees, and costs. Further, in light of Fashion Nova’s
5 deliberate and malicious use of confusingly similar imitations of adidas’s Three-Stripe
6 Mark, and the need to deter Fashion Nova from engaging in similar conduct in the
7 future, adidas additionally is entitled to punitive damages.

8 **EIGHTH CLAIM FOR RELIEF**

9 **(Breach of Contract)**

10 95. adidas repeats and incorporates by reference the allegations in the
11 preceding paragraphs.

12 96. The 2022 Agreement is a valid contract.

13 97. The 2022 Agreement was supported by adequate consideration.

14 98. The 2022 Agreement was signed by Ms. Meierhans and binds Fashion
15 Nova’s officers and directors, as well as the company and its successors.

16 99. Fashion Nova materially breached the 2022 Agreement when Fashion
17 Nova manufactured, offered for sale, and/or sold the Infringing Apparel and Footwear
18 bearing stripe designs that are confusingly similar to adidas’s Three-Stripe Mark,
19 including designs that are indistinguishable from the exact designs Fashion Nova
20 agreed to stop selling pursuant to the 2022 Agreement.

21 100. Fashion Nova’s breach of its contractual obligations has damaged adidas,
22 and Fashion Nova’s ongoing breach of the 2022 Agreement is inflicting irreparable
23 harm on adidas.

24 101. Additionally, the 2022 Agreement states that in the event of a breach by
25 Fashion Nova, adidas shall be entitled, in addition to other relief, to “injunctive relief in
26 addition to any other monetary relief available at law.” Accordingly, adidas is entitled
27 to permanent injunctive relief and to actual and consequential damages resulting from
28 Fashion Nova’s breach.

PRAYER FOR RELIEF

WHEREFORE, adidas prays that:

1. Fashion Nova and all of its agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting for, with, by through or under authority from Fashion Nova, or in concert or participation with Fashion Nova, and each of them, be enjoined permanently from:

a. using the Three-Stripe Mark or any other copy, reproduction, colorable imitation, or simulation of adidas's Three-Stripe Mark on or in connection with Fashion Nova's goods;

b. passing off, palming off, or assisting in passing off or palming off Fashion Nova's goods as those of adidas, or otherwise continuing any and all acts of unfair competition as alleged in this Complaint; and

c. advertising, promoting, offering for sale, or selling the Infringing Apparel and Footwear or other goods bearing confusingly similar imitations of adidas's Three-Stripe Mark;

2. Fashion Nova be ordered to cease offering for sale, marketing, promoting, and selling and to recall all products sold under or bearing any identical or confusingly similar imitations of adidas's Three-Stripe Mark that are in Fashion Nova's possession, custody, or control, or have been shipped by Fashion Nova or under its authority, to any customer, including but not limited to, any wholesaler, distributor, retailer, consignor, or marketer, and also to deliver to each such store or customer a copy of this Court's order as it relates to said injunctive relief against Fashion Nova;

3. Fashion Nova be ordered to deliver up for impoundment and for destruction, all apparel, footwear, signs, advertising, sample books, promotional materials, or other materials in the possession, custody, or control of Fashion Nova

1 that are found to adopt, infringe, or dilute adidas's Three-Stripe Mark or that
2 otherwise unfairly compete with adidas and its products;

3 4. Fashion Nova be compelled to account to adidas for any and all
4 profits derived by Fashion Nova from the sale or distribution of the Infringing
5 Apparel and Footwear;

6 5. adidas be awarded all damages caused by the acts forming the basis
7 of this Complaint;

8 6. Based on Fashion Nova's knowing and intentional use of counterfeit
9 and/or confusingly similar imitations of adidas's Three-Stripe Mark, the damages
10 awarded be trebled and the award of Fashion Nova's profits be enhanced as provided
11 for by 15 U.S.C. § 1117(a) and (b), or alternatively, and at adidas's election, pursuant
12 to 15 U.S.C. § 1117(c), for any goods bearing a counterfeit mark, adidas be awarded
13 statutory damages for Fashion Nova's willful use of a counterfeit mark;

14 7. Fashion Nova be required to pay adidas the costs of this action and
15 adidas's reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a) and the state
16 statutes and common law cited in this Complaint;

17 8. Based on Fashion Nova's willful and deliberate infringement and
18 dilution of adidas's Three-Stripe Mark, and to deter such conduct in the future, adidas
19 be awarded punitive damages;

20 9. adidas be awarded prejudgment and post-judgment interest on all
21 monetary awards; and
22 adidas have such other and further relief as this Court may deem just or proper.

23 **JURY TRIAL DEMANDED**

24 adidas respectfully demands a trial by jury on all claims and issues so triable.

25 ///

26 ///

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: March 4, 2025

By: /s/ Kollin J. Zimmermann

**KILPATRICK TOWNSEND &
STOCKTON LLP**

Kollin J. Zimmermann (CA Bar No. 273092)
KZimmermann@ktslaw.com
1801 Century Park East, Suite 2300
Los Angeles, CA 90067
Telephone: 310-248-3830
Facsimile: 310-860-0363

R. Charles Henn Jr. (*pro hac vice*
forthcoming)
chenn@ktslaw.com
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309
Telephone: 404.815.6500
Facsimile: 404.815.6555

Attorneys for Plaintiffs