



Provided by:
[Overhauser Law Offices LLC](http://www.iniplaw.org)
www.iniplaw.org
www.overhauser.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

THE FINISH LINE, INC. D/B/A JD SPORTS)	
AND JD SPORTS FASHION PLC)	
)	
Plaintiffs,)	
)	
v.)	Cause No. 1:25-cv-1424
)	
J.D. SPORT LLC,)	
)	Jury Trial Demanded
Defendant.)	

**COMPLAINT FOR DECLARATORY JUDGMENT OF NO
TRADEMARK INFRINGEMENT AND NO UNFAIR COMPETITION**

Plaintiffs The Finish Line, Inc. d/b/a JD Sports (“JD Sports”) and JD Sports Fashion Plc. (“JD Sports Fashion Plc.”) (collectively, “JD Sports Fashion” or “Plaintiffs”), by and through their undersigned attorneys, file this complaint for declaratory relief against Defendant J.D. Sport LLC (“J.D. Sport” or “Defendant”), and allege, on knowledge as to their own actions, and otherwise upon information and belief, as follows:

NATURE OF THE ACTION

1. This is an action pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking a declaration of no unfair competition, false designation of origin, or trademark infringement arising under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, Pennsylvania or other state law, or at common law, and that any claims of unfair competition, false designation of origin, or trademark infringement by Defendant are barred by the doctrine of laches, estoppel and/or acquiescence.

2. There is a justiciable controversy between Plaintiffs and Defendant regarding the geographic scope of Defendant’s trademark rights, if any. Defendant has accused JD Sports Fashion of infringing upon Defendant’s J.D. SPORT mark, constituting common law trademark

infringement. Defendant has demanded that JD Sports Fashion cease and desist all use of the JD SPORTS trademark and any similar trademark throughout the United States and has twice threatened litigation to protect its alleged trademark rights and prevent any use of the JD SPORTS trademark.

3. Neither JD Sports Fashion Plc. nor JD Sports has infringed Defendant's common law trademark rights by using JD Sports Fashion Plc.'s own, federally registered, incontestable marks, under either federal law, Pennsylvania or other state law, or at common law, or otherwise engaged in unfair competition. There is no likelihood of consumer confusion between Plaintiffs' use of the JD SPORTS Marks (defined below) and Defendant's use of its own mark. Plaintiffs thus seek a declaratory judgment from this Court that the use of their JD SPORTS Marks does not constitute unfair competition, false designation of origin, or trademark infringement under any applicable law, and that any such claims raised by Defendant are barred by the doctrine of laches, estoppel and/or acquiescence. Plaintiffs further seek declaratory relief comprising a determination that Defendant's common law trademark rights, if any, do not extend beyond where Defendant has used its mark, the borders of Pennsylvania into Indiana, or otherwise.

JURISDICTION AND VENUE

4. Subject matter jurisdiction is proper in this Court over counts one and two because this litigation arises under federal law, namely 15 U.S.C. §§ 1051 *et seq.* (Lanham Act) and 28 U.S.C. §§ 2201–2202 (Declaratory Judgment Act). Specifically, this Court has jurisdiction over count one under 28 USC §§ 1331 and 1332(a), 28 U.S.C. §1338(a). As to counts two and three, this court has supplemental jurisdiction under 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over Defendant J.D. Sport because (i) Defendant asserts trademark rights that extend to this judicial district, and indeed nationwide; (ii)

Defendant has demanded that JD Sports Fashion cease use of the JD SPORTS trademark within this judicial district and beyond; and because (iii) a substantial part of the events giving rise to this action have occurred and continue to occur in this judicial district.

6. As acknowledged by Defendant, JD Sports Fashion Plc. is a U.K. Company. JD Sports Fashion Plc. internally licenses the use of its trademarks to its majority-owned United States entity, The Finish Line, Inc. d/b/a JD Sports. The Finish Line, Inc. d/b/a JD Sports is an Indiana corporation, headquartered in Indianapolis, Indiana.

7. Defendant sent two cease-and-desist letters to JD Sports Fashion's counsel in Indianapolis, Indiana. Specifically, J.D. Sport accuses JD Sports Fashion of committing trademark infringement, including but not limited to, as a result of JD Sports Fashion's use of the JD SPORTS Marks (defined below) in JD Sports' home state of Indiana and nationwide. Furthermore, Defendant demands that JD Sports Fashion cease "in all use of [Defendant's] JD SPORTS mark" without any geographic limitation, thereby including cessation of use in JD Sports' home state of Indiana and nationwide.

8. Defendant, therefore, has sufficient minimum contacts with this jurisdiction, and, as such, would be expected to defend a lawsuit brought in this State.

9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because (i) Plaintiff JD Sports resides in this judicial district; and (ii) a substantial part of the events giving rise to this action have occurred and continue to occur in this judicial district.

10. JD Sports Fashion Plc. further consents to the jurisdiction of this Court and the venue.

PARTIES

11. JD Sports Fashion Plc. is a UK company with a principal place of business at Hollinsbrook Way Pilsworth, Bury Lancashire BL9 8RR.

12. JD Sports is an Indiana corporation with a principal place of business at 3308 N. Mitthoefer Road, Indianapolis, Indiana.

13. Upon information and belief, Defendant J.D. Sport is a Pennsylvania corporation with a principal place of business at 226 N. Mill Street #2028, Birdsboro, Pennsylvania.

FACTUAL BACKGROUND

Plaintiffs' Business and Marks

14. JD Sports Fashion Plc. was founded in 1981 in Northwest England.

15. By 1996, JD Sports Fashion Plc. had 56 stores across the United Kingdom and was listed on the London Stock Exchange.

16. In 2009, JD Sports Fashion Plc. made its first international expansion through an acquisition. By 2017, it had opened locations in France, Spain, Ireland, Germany, Australia, Singapore, and Thailand.

17. JD Sports adopted and registered the “JD Sports” assumed business name in Indiana in 2018, and the JD Sports website specifically focused on U.S. consumers was launched in the United States in October 2018.

18. JD Sports is a majority-owned subsidiary of JD Sports Fashion Plc., and a licensee of JD Sports Fashion Plc.’s marks.

19. Plaintiffs are sports-fashion retail companies, which “seek[] to inspire the emerging generation of globally minded consumers through a connection to the universal culture of sport, music, and fashion.”¹ Today, JD Sports Fashion employs 97,000+ individuals, operates in 49 countries, and operates 4,850 stores around the world.²






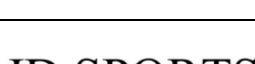
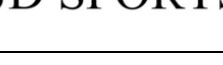
20. Seven years after its creation, JD Sports is now one of the “largest retailers of

¹ See JD SPORTS PLC, <https://www.jdplc.com/overview/default.aspx> (last visited July 10, 2025).

² *Id.*

premium, multi-branded, athletic footwear, apparel and accessories”³ in the United States. It employs approximately 17,500 individuals and operates in 40+ states with over 300 stores.

21. JD Sports Fashion Plc. has sought and secured protection of its trademarks in the United States as follows:

Wordmark	Image	Basis	Filed Date	Serial No	Priority Date	Reg Date	Reg Number
JD		44e	2025-02-21	99051538			
JD		44e	2011-07-28	85383552		2013-01-01	4266569
JD		66a	2013-10-30	79142583		2014-12-23	4658153
JD		66a	2013-10-30	79142750		2015-01-20	4673476
JD SPORTS		44e	2025-02-21	99051528			
JD SPORTS		44e	2017-12-13	87719254		2018-07-24	5524042
I AM JD		66a	2018-04-16	79241304	2017-10-16	2020-01-21	5963824

The above list of trademarks, together with any other trademark or business name used by JD Sports Fashion incorporating the term “JD”, including without limitation, the JD Sports assumed business name, are herein referred to *infra* collectively as the “JD SPORTS Marks.”

22. The registered marks above carry presumptive national rights.

23. Because JD Sports Fashion obtained registration and continued to use certain registered marks in commerce continuously for over five consecutive years, certain JD SPORTS Marks, including its “JD SPORTS” mark, are now incontestable pursuant to 15 USC § 1065.

³ See JD SPORTS PLC, <https://www.jdplc.com/our-brands/jd/default.aspx>, “Finish Line”, (last visited July 10, 2025).

24. Starting in at least 2011, the JD SPORTS Marks were available to residents of Pennsylvania, along with every other state in the United States, by virtue of JD Sports Fashion Plc.'s online presence.

25. JD Sports adopted and registered the assumed business name in Indiana in 2018, and the JD Sports website specifically targeting U.S. consumers was launched in the United States in October 2018. Since then, the website has used the JD SPORTS Marks in connection with the marketing, sale, and provision of its goods and services, openly and publicly.

26. In April 2021, JD Sports opened its first brick-and-mortar location bearing the JD SPORTS Marks in Pennsylvania. Additional Pennsylvania locations bearing the JD SPORT Marks opened in December 2023, September 2024, and February 2025.

27. Plaintiffs sell products made by about 50 leading brands, such as Adidas, Birkenstock, Converse, Jordan, New Balance, Nike, Polo Ralph Lauren, and more. *See* JD SPORTS, <https://www.jdsports.com/brands> (last visited July 10, 2025).

28. Plaintiffs carry a wide variety of products, including but not limited to sneakers, sandals, boots, tops, bottoms, jackets, coats, swimwear, bags and backpacks, underwear, and more. According to JD Sports's website, there are currently 6,623 items available for purchase. *See* JD SPORTS, <https://www.jdsports.com/plp/all-products> (last visited July 10, 2025).

29. Within the various categories of products sold by Plaintiffs, the available selections are also extensive. For example, JD Sports's website lists 3,190 individual listings for shoes. The apparel section offers exercise and athletic wear as well as loungewear and licensed fan gear for collegiate or professional sports teams.

30. Plaintiffs' broad selection of products is curated to serve its similarly broad customer base. Plaintiffs target diverse customers across the United States, of all ages, including

athletes, non-athletes, and fans of collegiate or professional sports teams.

31. In addition, Plaintiffs have worked to leverage their globally-recognized brand to develop specialty programs and provide exclusive products to their customers.

32. For example, JD Sports offers limited edition sneakers, with a full page of its website dedicated to “Sneaker Releases.” *See* JD SPORTS, <https://www.jdsports.com/sneaker-release-dates> (last visited July 10, 2025). Referred to as “drops,” these shoes are produced by major brands such as Jordan, Nike, or Adidas. The manufacturers choose which retailers will receive and sell these limited-edition sneakers, which are released in limited quantities on a date certain, set by the manufacturer. The date for the release is published in advance to allow customers to prepare to attempt purchase. JD Sports typically holds “drops”, this type of limited-edition sneaker release, in store.

33. In the summer of 2020, JD Sports introduced its Global Access program, which allows customers in the United States to purchase exclusive international styles from around the world, which are not typically widely available to United States customers. *See* JD SPORTS, <https://blog.jdsports.com/introducing-global-access/> (last visited July 10, 2025).

34. JD Sports sell products directly to individuals, either in person or online.

35. A significant portion of its sales are made directly online, where customers add product(s) to their cart and checkout.

36. JD Sports does not ordinarily make “group sales” of products to multiple individual customers under one order, such as to schools or sports teams.

37. JD Sports does not offer screen printing, embroidery or lettering, custom designs, made-to-order team apparel, or small signs or banners.

38. JD Sports does not provide customized apparel with business or high school logos

for the purpose of showing affiliation or endorsement of the business or high school by the purchaser.

39. JD Sports uses the JD SPORTS Marks, including the JD Sports logo shown below, in connection with the marketing, sale, and provision of its goods and services, including as follows.



See JD SPORTS, <https://www.jdsports.com> (last visited July 10, 2025).

Defendant's Business and Marks

40. Established in 1989, Defendant operates a single brick-and-mortar store in Birdsboro Pennsylvania which “has been providing the Eastern Pennsylvania region with custom embroidery and team apparel.” *See* Exhibit 1.

41. Upon information and belief, Defendant does not hold any federal or state registrations for the J.D. SPORT mark and instead relies solely on common law rights.

42. Defendant reports “a focus on providing local area schools with performance and team apparel,” and makes efforts to emphasize its ability to perform custom work, as shown on its website:



See Exhibit 2.

43. Defendant specifically advertises and provides screen printing, embroidery and lettering, custom designs, team apparel, cheer and spirit wear, small signs and banners, and offers customers the option to ship their UPS packages to their location to “Save Time & Money when you Ship where you Shop!” See Exhibits 1, 3.

44. Upon information and belief, Defendant does not offer a variety of products similar to that of Plaintiffs, nor does it offer a scope of selections within a product category similar to that of Plaintiffs.

45. Defendant carries only a limited selection of brands, on a sporadic basis. Among others, upon information and belief, it does not regularly carry Adidas, Birkenstock, Converse, Jordan, New Balance, or Polo Ralph Lauren.

46. Defendant does not receive limited edition sneakers from major brands such as Nike, Jordan, or Adidas to release to its customers.

47. Defendant does not sell any international styles that are not typically widely available to United States customers.

48. Defendant’s website does not allow a user to simply add a product to a cart and purchase. When visitors click the “Online Stores” section on the homepage, they are redirected to

a page with specific group orders, which all require an Access Code to view, and presumably purchase:

jdsp06@aol.com • (610) 575-0247 JD Sport

Home

J D Sport
J D Sport

Since 1989, J.D. Sport has been providing the Eastern Pennsylvania region with custom embroidery and team apparel. We take great pride in quality personal service, workmanship, and customer satisfaction. Every customer is important to us. Our friendly and courteous staff is happy to assist you in all of your apparel and footwear needs. When ordering custom uniforms or apparel, we will help you from the beginning design to the finished product.

Select Your Store

Name	Close Date	Access Code
BMF CHEER 2025	07/20/2025	<input type="text"/>
Cjs tire and auto employee store		<input type="text"/>
Daniel Boone Bowling 2025	07/13/25	<input type="text"/>
Exeter Cheer Fall Spiritwear 2025	08/06/25	<input type="text"/>
Exeter Cheer Gear 2025	07/13/2025	<input type="text"/>
Exeter Cheer Pink Out 2025	09/28/2025	<input type="text"/>
Kindercare Bohemia	06/15/2025	
MuhlenbergFootball items will be SHIPPED	07/31/2025	<input type="text"/>
MuhlenbergFootball PICK UP from Rob Flowers	07/31/2025	<input type="text"/>
Stoned Goat Farm Spring 2025	06/15/2025	
Tire Source Employee Store		<input type="text"/>

See Exhibit 4.

49. In addition to sales directly to customers in-store, Defendant makes “group sales” of products to multiple individual customers under one order, such as to schools or sports teams.

50. In line with its stated focus of “providing local area schools with performance and team apparel,” photos posted by Defendant on its Facebook page promote an in-store inventory of products featuring local high school logos:



See Exhibit 5.

51. Defendant uses the “J.D. Sport” name, its “J.D. Sport” logo emphasizing its focus on custom products (shown below), and other marks containing the term “J.D. Sport” in connection with the promotion of its custom sportswear and team apparel.



See Exhibit 1.

The Present Dispute

52. On or about April 17, 2025, Defendant, by and through its attorney, sent a letter to counsel for JD Sports Fashion in Indianapolis, Indiana, accusing JD Sports Fashion of wrongfully using “JD SPORTS”. A copy of Defendant’s letter is attached hereto as Exhibit 6.

53. Defendant asserted that JD Sports Fashion’s use of “JD SPORTS” “will invariably continue to mislead the public into thinking there is an association between [Defendant] and JD Sports Fashion.” Ex. 6 at 1.

54. Defendant demanded that JD Sports Fashion provide written assurances within 10 days of the letter that it would “cease and desist further advertisement and providing of clothing apparel and related goods under or in association with JD SPORTS . . . or any similar mark . . .”. Ex. 6 at 1. If not, the letter stated, Defendant may “without further notice, take such action as it deems advisable to assert its right to pursue additional legal remedies, including filing a claim in court...” *Id.*

55. Defendant asserted, without further detail or evidence, that it has received “phone calls intended for” JD Sports Fashion, and had “consumers attempting to return items to [Defendant] when the items were purchased at [JD Sports Fashion].” Ex. 6 at 1.

56. Defendant also attached a single Yelp review to its cease-and-desist letter as

purported evidence of customer confusion. *See* Exhibit 6 at 4-7. Upon information and belief, Defendant was previously located in Douglassville, but has been in Birdsboro, Pennsylvania since at least November of 2013. *See* Exhibit 7. The review concerns a complaint that arose after a purchase was already made and does not demonstrate an impact on a purchasing decision of a customer.

57. Therefore, to date, Defendant has not identified, and Plaintiffs are not aware of, any instances of actual confusion between the parties' respective marks that swayed a consumer purchase. Nor has Defendant demonstrated that JD Sports Fashion's use of its own JD SPORTS Marks creates a likelihood of confusion in the minds of potential consumers as to the source, affiliation, or sponsorship of Defendant's products.

58. JD Sports Fashion responded via letter on or about May 1, 2025, through counsel. A copy of JD Sports Fashion's response letter is attached hereto as Exhibit 8. The letter responded in detail to Defendant's claim, and laid out (1) the fact that JD Sports Fashion Plc.'s federal registrations are incontestable; (2) JD Sports Fashion's surprise that Defendant waited until 2025 to raise its allegation, years after Plaintiffs began openly and actively using the JD SPORTS Marks throughout the United States, including in eastern Pennsylvania; (3) that JD Sports Fashion Plc.'s registrations establish presumptive nationwide rights; (4) the differences in purchasers and channels of marketing and trade between JD Sports Fashion and Defendant; (5) the different meanings behind the "JD" and "J.D." used by each entity; and (6) that the purported evidence of actual confusion shared by Defendant does not constitute evidence of actionable consumer confusion.

59. JD Sports Fashion's letter invited further discussion and noted that if it did not receive a response by May 15, 2025, it would understand that "this letter has put an end to this

matter and provided [Defendant] with sufficient assurance that the respective marks **can peacefully coexist.**” Exhibit 8 at 3 (emphasis added).

60. Defendant’s counsel repeated its prior allegations on or about June 6, 2025. A copy of Defendant’s second letter is attached hereto as Exhibit 9. No part of the letter considered peaceful coexistence. Instead, it simply “. . . reiterate[d] our demand that your client immediately cease and desist in all use of the JD SPORTS mark in association with clothing apparel and related goods.” *Id.* at 2. Should JD Sports Fashion “not comply” with those requirements, the letter concluded, “we will recommend to our client that it commence a lawsuit for trademark infringement against your client without any further notice.” *Id.*

61. Given the Defendant’s repeated threats of litigation “without any further notice,” and the demand that JD Sport Fashion completely cease use of its incontestable marks nationwide, Plaintiffs are exercising their legal right to have this dispute adjudicated by a court of law and their right to a trial by jury by filing this declaratory judgment action.

COUNT I
Declaration of No False Designation of Origin under the Lanham Act

62. Plaintiffs re-allege paragraphs 1 through 61 as though fully set forth herein.

63. As a result of the acts described in the preceding paragraphs, there exists a controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as set forth below.

64. An actual and justiciable controversy now exists between Plaintiffs and Defendant concerning the J.D. SPORT mark. Defendant has asserted that JD Sports Fashion’s use of the JD SPORTS Marks in connection with clothing apparel and accessories falsely designates or describes Defendant.

65. Defendant asserts in particular that JD Sports Fashion’s use of the JD SPORTS

Marks creates a false designation of origin that is likely to cause confusion or deceive as to the affiliation, connection, or association of Plaintiffs with Defendant, thus constituting a false designation of origin, sponsorship, or approval by Defendant, of Plaintiffs' goods.

66. Plaintiffs deny Defendant's assertions. There is no likelihood of confusion in the minds of potential consumers as to the affiliation, connection, or association of JD Sports Fashion with Defendant, or confusion with regard to the origins of Plaintiffs' goods, services, or commercial activities.

67. Plaintiffs have not infringed any alleged rights in the J.D. SPORT mark.

68. Defendant demanded that JD Sports Fashion "immediately cease and desist in all use of the JD SPORTS mark in association with clothing apparel and related goods. If [JD Sports Fashion] does not comply with these requirements and continues to blatantly infringe our clients mark, [counsel] will recommend that [Defendant] commence a lawsuit for trademark infringement against [JD Sports Fashion] without any further notice."

69. There is thus a justiciable controversy that will persist until adjudicated by this Court.

70. Accordingly, Plaintiffs seek a declaration that its use and registration of their JD SPORTS Marks does not constitute a false designation of origin or false description subjecting them to liability under 15 U.S.C. § 1125, or otherwise, either in Pennsylvania, Indiana, or anywhere nationwide.

COUNT II
Declaration of No Common Law Unfair Competition or Trademark Infringement and
Scope of Trademark Rights

71. Plaintiffs re-allege paragraphs 1 through 70 as though fully set forth herein.

72. As a result of the acts described in the preceding paragraphs, there exists a

controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment as set forth below.

73. An actual and justiciable controversy has arisen between Plaintiffs and Defendant concerning the J.D. SPORT mark. Defendant has asserted that JD Sports Fashion has infringed, and continues to infringe, its common law trademark rights to the J.D. SPORT mark and constitutes unfair competition.

74. Defendant asserts in particular that the JD SPORTS Marks create confusion between Defendant's goods or business and that of Plaintiffs. Defendant further asserts that consumers perceive that the JD SPORTS Marks indicate the business of Defendant and its goods and services.

75. Plaintiffs deny Defendant's assertions. There is no likelihood of confusion in the minds of potential consumers as to the affiliation, connection, or association of Plaintiffs with Defendant, or confusion with regard to the origins of Plaintiffs' goods, services, or commercial activities.

76. Plaintiffs have not infringed any alleged rights in the J.D. SPORT mark.

77. Defendant demanded that JD Sports Fashion "immediately cease and desist in all use of the JD SPORTS mark in association with clothing apparel and related goods. If [JD Sports Fashion] does not comply with these requirements and continues to blatantly infringe our clients mark, [counsel] will recommend that [Defendant] commence a lawsuit for trademark infringement against [JD Sports Fashion] without any further notice."

78. Accordingly, there is a justiciable controversy with regard to the scope of Defendant's trademark rights that will persist until adjudicated by this Court. Plaintiffs seek a declaration that its use and registration of the JD SPORTS Marks does not constitute unfair

competition or trademark infringement under Pennsylvania or Indiana state or common law, and a determination of the limited scope of Defendant's common law trademark rights, if any, in view of Defendant's demand that JD Sports Fashion cease "in all use of" the JD SPORTS Marks.

COUNT III
Declaration of Laches, Estoppel, or Acquiescence

79. Plaintiffs re-allege paragraphs 1 through 78 as though fully set forth herein.

80. As a result of the acts described in the preceding paragraphs, there exists a controversy of sufficient immediacy and reality to warrant the issuance of a declaratory judgment in the scope as set forth below.

81. As early as 2011, Plaintiff JD Sports Fashion Plc. began taking steps to protect its trademark rights in the JD SPORTS Marks in the United States.

82. Starting in 2011, goods and services bearing the JD SPORTS Marks were accessible in Pennsylvania, along with every other state in the United States, by virtue of JD Sports Fashion's online presence.

83. In 2018, the JD Sports website focused specifically on U.S. consumers using the JD SPORTS Marks in connection with the marketing and provision of its goods and services.

84. In April 2021, Plaintiffs opened the first physical retail store bearing the JD SPORTS Marks in Pennsylvania.

85. Defendant unreasonably delayed raising its trademark infringement and unfair competition claims, waiting over 7 years after Plaintiffs launched their U.S.-focused website bearing the JD SPORTS Marks and 4 years after Plaintiffs opened their first physical retail store bearing the JD SPORTS Marks in Pennsylvania to raise any allegations that Plaintiffs were infringing upon Defendant's common law trademark rights.

86. Defendant points to a single Yelp review as purported evidence of actual

confusion. The review is dated June 23, 2024; more than eight months before Defendant contacted JD Sports Fashion.

87. Plaintiffs have made extensive use of the JD SPORTS Marks and have already incurred the costs of promoting their business under those marks, in Pennsylvania, Indiana, and across the United States and around the world.

88. If Plaintiffs were required to cease use of the JD SPORTS Marks, the harm to Plaintiffs' business and reputation would be immeasurable.

89. Accordingly, Plaintiffs request a declaration that Defendant's claims are barred by the doctrine of laches, estoppel and/or acquiescence, in Pennsylvania, Indiana, and nationwide.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs hereby demand a trial by jury of all issues so triable in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

A. That the Court declare and adjudicate that Plaintiffs' use of the JD SPORTS Marks does not create a false designation of origin that is likely to cause confusion or deceive as to the affiliation, connection, or association of Plaintiffs with Defendant, and does not constitute a false designation of origin, sponsorship, or approval by Defendant, of Plaintiffs' goods;

B. That the Court declare and adjudicate that Plaintiffs have not engaged in, and are not engaging in, any act of unfair competition, including trademark infringement of the J.D. SPORT mark, pursuant to any state law or at common law;

C. That the Court declare and adjudicate that the scope of Defendant's trademark rights, if any, are limited to the geographic scope in which it has operated in Pennsylvania;

D. That the Court declare and adjudicate that Defendant's claims of infringement are barred by the doctrine of laches, estoppel and/or acquiescence;

E. That the Court award Plaintiffs reasonable attorneys' fees and the costs of this action; and

F. That the Court grant Plaintiffs such other and further relief as the Court deems just and proper.

Dated: July 16, 2025

Respectfully submitted,

BARNES & THORNBURG LLP

/s/ Deborah Pollack-Milgate

Deborah Pollack-Milgate (Atty. No. 22475-49)

Deborah.PollackMilgate@btlaw.com

David A.W. Wong (Atty. No. 25161-49)

David.Wong@btlaw.com

Alyssa C. Hughes (Atty. No. 34645-71)

Alyssa.Hughes@btlaw.com

11 South Meridian Street

Indianapolis, IN 46204-2525

Telephone: (317) 231-7339

Facsimile: (317) 231-7433

*Attorneys for Plaintiffs The Finish Line, Inc. d/b/a
JD Sports and JD Sports Fashion Plc.*