**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF TEXAS**
**MARSHALL DIVISION**

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| HANDSFREE LABS LICENSING, LLC, FAST IP, LLC, and KIZIK DESIGN, LLC<br><br>*Plaintiffs,*<br>v.<br><br>SKECHERS U.S.A., INC.,<br><br>*Defendant.* | Case No. 2:25-cv-00744-JRG |

**SECOND AMENDED COMPLAINT AND JURY DEMAND**

Plaintiffs HandsFree Labs Licensing, LLC ("HFL Licensing"), FAST IP, LLC ("FAST IP"), and Kizik Design, LLC ("Kizik") (collectively, "Plaintiffs" or "HFL") file this Second Amended Complaint ("Complaint") for patent infringement against Defendant Skechers U.S.A., INC. ("Defendant" or "Skechers").

In support of their Complaint, Plaintiffs allege as follows:

## INTRODUCTION

1. This case is about Skechers' massive infringement through what has become its most important product line—Hands Free Slip-in shoes. As usual, Skechers did not invent this product or market, but entered it with a bang—dropping a Super Bowl ad in early 2023 featuring celebrities including Snoop Dogg, Martha Stewart, Tony Romo, and Howie Long.[1] With its growth stagnating, this new shoe category was critical for Skechers. Skechers Founder and CEO Robert

[1] https://www.businesswire.com/news/home/20230208005368/en/Snoop-Dogg-Brings-His-Crew-to-the-Big-Game-in-Skechers-Slip-ins-Campaign

Greenberg even acknowledged that Hands Free Slip-ins technology was "integral to our global growth."[2] From their debut just a few years ago, Skechers Hands Free Slip-ins now account for around 35% of the products listed on its website. That astonishing growth recently fueled a windfall $9.42 billion acquisition announcement—with $1.1 billion going straight to Mr. Greenberg.[3]

2. It is no secret that Skechers' business model involves shamelessly copying the innovations of others. As analysts have observed, Skechers has "a notorious reputation as one of the biggest knock-off brands in the world,"[4] it "blatantly copied adidas and Nike,"[5] and it "built its entire business model on stealing other brands' designs."[6] At Skechers, this willingness to brazenly copy comes from the top. Indeed, Mr. Greenberg has previously been caught by a Federal Court giving orders to "knock-off" products, resulting in "exact copies" of those designs.[7] Skechers has also been caught attempting to conceal its copying by using internal code words and alternate spellings for the products it was replicating.[8] Despite being sued dozens of times for its infringement, Skechers is undeterred—even using the term "Skecherizing" to describe its business practices of shrugging off lawsuits from competitors even while noting that they do not "always prevail" in court.[9]

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[2] https://investors.skechers.com/press-releases/detail/638/skechers-announces-third-quarter-2024-financial-results-and?utm_source=chatgpt.com
[3] https://www.reuters.com/markets/deals/footwear-brand-skechers-be-taken-private-9-billion-deal-2025-05-05/; https://www.forbes.com/sites/jemimamcevoy/2025/05/05/former-hairstylist-and-his-family-set-to-pocket-11-billion-selling-skechers/
[4] https://sneakernews.com/2016/07/11/adidas-releases-statement-lawsuit-skechers/
[5] *Id*.
[6] https://www.fastcompany.com/90417762/the-shoe-industry-is-at-war-with-itself-over-stolen-design
[7] *adidas Am., Inc. v. Skechers USA, Inc.*, No. 3:15-CV-01741-HZ, 2017 WL 3319190, at *12 (D. Or. Aug. 3, 2017).
[8] *Id.*
[9] *Id.* at *3 (D. Or. Aug. 3, 2017); https://www.nicekicks.com/nike-skechers-lawsuit-air-

3. This case involves yet another innovator whose hard work has been misappropriated by Skechers without recognition or compensation. Founded in 2017, Kizik is the world's original hands-free shoe brand and pioneered an entirely new category based on the foundational patents of founder Michael Pratt. Years before launching Kizik, Mr. Pratt realized there was a need for sneakers that could be put on without bending over to tie the laces. Such a sneaker—if even possible—would make everyday tasks easier, faster, and more convenient for everyone. It could be especially helpful for people with disabilities, people with injuries, elderly people with flexibility issues, pregnant women, or kids who simply couldn't yet tie their shoes. After years of experimentation and prototyping—and millions of dollars of investment—Mr. Pratt and Kizik released their first hands-free sneaker in 2017: a shoe with a novel titanium arc around the heel that was attached to the sole, such that when a foot stepped into the shoe, the arc compressed and then rebounded back into place, securing the shoe to the foot.

4. Unlike Skechers, others in the industry who noticed HFL's innovations played by the rules. In 2019, Nike announced a strategic investment and licensing partnership with HFL, recognizing it as a "pioneer in hands-free footwear technology."[10] Fueled by this investment and industry recognition, HFL continued inventing, patenting and commercializing the numerous ways to enable hands-free footwear, with Kizik launching shoes featuring the Cage®, Unified™, Flex Arc™, and Squeeze It® hands-free technologies, to name a few. Today, Kizik serves millions of customers with distribution in over 40 countries, and HFL's numerous breakthrough technologies are protected by over 200 patents and patent applications across the world.

5. Despite its vastly greater size and resources, Skechers did not invest in this research,

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skecherizing/

[10] https://www.prnewswire.com/news-releases/handsfree-labs-receives-strategic-investment-from-nike-300962516.html

engineering, and design. Nor did it invent or pioneer the hands-free footwear category. It certainly didn't reach out to HFL to request a license. Instead, Skechers simply incorporated HFL's patented technologies into its own "Skecherized" versions. But at the heart of Skechers' hands-free shoes are technologies invented and patented by HFL.

6. Skechers calls one such foundational piece of technology the "Heel Pillow" "that holds your foot securely in place."[11] Skechers even touts this technology as "exclusive."[12] But this technology was actually invented by HFL, and—along with various other elements described below—infringes numerous HFL "Rapid-entry Footwear" patents. For example, as Skechers has attempted to obtain patent rights on what it calls its own hands-free technology, it has repeatedly been rejected by the Patent Office in view of HFL's prior patent rights in this space.

7. HFL patents and patent applications are cited in several Skechers patent applications and patents. For example, Skechers knew about asserted U.S. Patent No. 11,633,006 since at least as early as early November 2024. That asserted patent was cited around that time in a Skechers patent application that eventually issued as U.S. Pat. No. 12,232,567, which lists several persons as inventors who are from Skechers, including: its Vice President of Design (John Max Weeks); its Senior Director of Design (Scott Kelley); its Vice President of Product Development and Production (Frank Chuang); and its Vice President of Product Development Skechers Performance (Kurt Stockbridge).

8. With full knowledge of this and other HFL patents, Skechers has continued to make

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[11] https://www.skechers.com/skechers-slip-ins-summits---high-range/232457W_NVY.html?msclkid=ef9467f4dbc910d56f17028fb6d0ae5b&pr_rd_page=21&src=paidmedia&srsltid=AfmBOopwt6oeOmMYh1SG9GrSGbi7GpARBmArPYYDwbeT_0RrtOy8XT9f&utm_campaign=3Q_Bing_Shopping_Shoes_PLA&utm_content=Men_o&utm_kxconfid=so3yjxz47%2Cso3yjxz47&utm_medium=cse&utm_source=msn.

[12] *Id.*

and sell infringing footwear.

9. Skechers' willfulness is further evidenced by its monitoring of Kizik's designs and its copying of the look and feel of key Kizik products and messaging. For example, dating back to at least as early as 2019 Skechers has ordered Kizik products to its headquarters (including under the name of Skechers' CEO), and it did so, on information and belief, to investigate the design of the Kizik products. Further, these Kizik products that were shipped to Skechers were marked in compliance with 35 U.S. Code § 287, providing further notice to Skechers of HFL's patent rights. Additionally, on information and belief, former Skechers' employees were specifically tasked with designing shoes with the infringing features while having knowledge of HFL's patent rights and the risk of infringement. Still further, when Skechers launched its Hands Free Slip-ins in 2022, it did so with a prominently patterned heel design that is substantially similar to HFL's iconic Cage® technology featured in Kizik's bestselling Athens shoe. Additionally, Skechers has copied Kizik's advertising. For example, Kizik advertising uses the phrase "Go Hands-Free," which Skechers later used; Kizik advertises its shoes using the phrase, "Step in and go" and "Just Step In and Go," which Skechers later used; and Kizik advertises its footwear using the phrase, "Just Step In," which Skechers later used. And Skechers has even applied with the USPTO to register such phrases for which Kizik has prior use.

10. Further, Skechers is on specific notice of its infringement at least as of the time of this Complaint, and acts willfully to the extent continues its infringing activities.

11. HFL brings this suit to stop Skechers' rampant infringement, to establish its rightful place as the true pioneer of hands-free shoes, and to obtain its proper share of Skechers' billions in annual revenue and $9.42 billion acquisition price.

## THE PARTIES

12. Plaintiff FAST IP is a Utah limited liability company having its principal place of business at 1172 West 700 North, Suite 200, Lindon, Utah 84042. FAST IP is the IP holding company that owns the HFL Patents, as asserted herein.

13. Plaintiff HFL Licensing is a Utah limited liability company having its principal place of business at 1172 West 700 North, Suite 200, Lindon, Utah 84042. HFL Licensing is an affiliate of, and licenses the patents asserted herein ("HFL Patents") from, FAST IP. HFL Licensing is the exclusive licensee of the HFL Patents.

14. Plaintiff Kizik is a Utah limited liability company having its principal place of business at 1172 West 700 North, Suite 200, Lindon, Utah 84042. Kizik is an affiliate of, and licenses the HFL Patents from, HFL Licensing. Kizik designs, develops, markets, and sells hands-free footwear under the well-known Kizik® brand.

15. On information and belief, Defendant Skechers is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 228 Manhattan Beach Boulevard, Manhattan Beach, California 90266. Skechers transacts substantial business throughout the United States, including within the State of Texas and the Eastern District of Texas, by advertising, offering for sale, and selling footwear products, including those accused of infringement in this action.

## JURISDICTION AND VENUE

16. The Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b). This case is brought under the Patent Act, 35 U.S.C. §§ 1, et seq.

17. The exercise of *in personam* jurisdiction over Skechers comports with the laws of the State of Texas and the constitutional requirements of due process, including because Skechers

has committed acts of infringement in this District and has purposefully directed business activities at residents of this District. Skechers regularly conducts business in the Eastern District of Texas through its retail stores, online sales, distribution networks and charitable funding, and it transacts business and/or offers to transact business within Texas.

18. For example, Skechers advertises, offers for sale, sells, and distributes footwear, including footwear products advertised as "hands free," throughout the United States, including within the Eastern District of Texas and the State of Texas generally. On information and belief, Defendant has derived substantial revenues from its infringing acts within the State of Texas and the Eastern District of Texas.

19. Venue is proper in the Eastern District of Texas pursuant to 28 U.S.C. §§ 1391(b), 1391(d), 1400(b), and 94(a)(2). Skechers has committed acts of infringement and has a regular and established place of business within this District. Specifically, Skechers operates retail stores in Sherman, Texarkana, Tyler, and Beaumont, Texas, all of which fall within the Eastern District. Additionally, Skechers has been previously sued in this District, including *in Heeling Sports Ltd. v. Skechers U.S.A., Inc.*, No. 4:02-cv-101 (E.D. Tex. 2002), and *Semantic Search Techs. LLC v. Skechers U.S.A., Inc.*, No. 6:16-cv-01069 (E.D. Tex. 2016), where courts acknowledged Skechers' continuous and systematic business activities in this jurisdiction. Further, Skechers is registered as a foreign business corporation with the Texas Secretary of State and has designated a registered agent for service of process within the state, reinforcing its presence and amenability to suit in Texas. Its substantial commercial activities in the Eastern District, including retail operations and promotional partnerships (such as with the Houston Marathon and local schools), support a finding that a substantial part of the events or omissions giving rise to HFL's claims occurred here. Accordingly, venue is proper in this District and division.

## THE INFRINGING SKECHERS PRODUCTS

20. The accused Skechers Hands Free Slip-ins share common technical features that enable their hands-free functionality. For instance, Skechers Hands Free Slip-ins include a "Heel Pillow," "Molded Heel Structure," and elastic upper elements. Skechers describes the Comfort Pillow (or Heel Pillow) as a key feature that "holds your foot securely in place."[13] Skechers states that these shoes are "made possible by the firm heel design that keeps its shape as you slide your foot in."[14]

**Skechers Hands Free Slip-Ins**

SLIP IN™ to pure comfort and convenience with Skechers Hands Free Slip-ins®. Easy-wear shoes designed with our exclusive Heel Pillow™ that holds your foot securely in place.

21. Skechers Hands Free Slip-ins comprising the infringing heel and elastic upper elements include but are not limited to the Arch Fit, Max Cushioning, Ultra Flex, Glide-Step, GO WALK, GO RUN, Summits, D'Lites, Work, and Kids/Youth lines of shoes, specifically including men's, women's, boys', and girls' variations of the same:

[13] https://www.skechers.com/technologies/comfort-technologies/slip-ins/
[14] https://www.skechers.com/technologies/comfort-technologies/slip-ins/

| Example Infringing Model[15] | Example Infringing Features |
|---|---|
| <u>Skechers Arch Fit</u><br> <br> | • Heel pillow with molded heel structure<br>• Engineered mesh upper with synthetic hot melt overlays<br>• Elastic laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-arch-fit-2.0---easy-chic/150066.html |
| <u>Skechers Max Cushioning</u><br> <br> | • Heel pillow with molded heel structure<br>• Engineered mesh or knit upper<br>• Elastic laces (some models)<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-max-cushioning-elite-2.0/129626.html |

[15] These models are representative, and each may have various sub-configurations that do not differ materially for the purposes of infringement. Various sub-configurations include, but are not limited to, Arch Fit 2.0, GO GOLF, Skech-Lite Pro, Relaxed Fit, On-the-GO Flex, Reggae Fest 2.0, BOBS Squad Chaos, Hillcrest 2.0, RF, Glide-Step, Glide-Step Plus, Glide-Step Pro, Garza, Arch Fit Glide-Step Pro, Glide-Step Altus, Glide-Step Sole, Bounder, Dyna-Lite, Skech-Bots 2.0, Meteor-Lights, S-Lights, Hypno-Flash 2.0, Martha Stewart, GO Walk Glide-Step 2.0, Waterproof, Contour Foam, 3D Energy, Jen Stark, BOBS Sport B Love, BOBS Sport Arc Waves, BOBS Sport Sparrow 2.0, Arch Fit Arcade, Mark Nason, Vexx: Neo Jogger, Max Cushioning Glide-Step, GO RUN Elevate 2.0, Max Cushioning Arch Fit, Max Cushioning Hyper Craze 2.0, Max Cushioning Propulsion, Max Cushioning Endeavour, Viper Court Elite, Hotshot, Tennis State Champ, Stamina Sport, Skech-Air Court, Summits Plus, Skech Cloud, Summits, Summits – Dazzling Haze, Summits – Diamond Dream, Summits SR - Enslee, Summits – High Range, Summits – Key Pace, Ultra Flex 3.0, Max Cushioning Elite, Max Cushioning Elite 2.0, Max Cushioning Hyper Craze, Max Cushioning Hyper Craze, Max Cushioning Premier 2.0, GO WALK Arch Fit 2.0, GO WALK Flex, GO WALK Flex, GO WALK 7, GO WALK 7, GO GOLF Walk 5, GO WALK Joy, D'Lux Walker SR, D'Lux Walker SR, D'Lux Walker 2.0, Skech-Lite Pro Slip Resistant, Relaxed Fit: Breathe-Easy, Relaxed Fit: Zenfield, Relaxed Fit: Expected, RF: Melson, On-the-GO Flex, Reggae Fest 2.0, RF Work: Max Cushioning Elite, RF: Slade, GO RUN Consistent 2.0, Delson 3.0, GO WALK Max, RF: Garner, RF: Slade, Arch Fit Orvan, Relaxed Fit: Parson, RF: Respected, RF: Craster, Garza, RF: Hasting, RF: Revolted, Tilido, McColl, and Arch Fit Motley, and BOBS Skip Cute.

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|---|---|
| <u>Skechers Ultra Flex</u><br> <br> | • Heel pillow with molded heel structure<br>• Stretch Fit engineered knit upper with multiple elastic elements<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-ultra-flex-3.0---smooth-step/149709.html |
| <u>Skechers Glide Step Pro</u><br> <br><br> | • Heel pillow with molded heel structure<br>• Mesh upper with synthetic hotmelt overlays<br>• At least three elastic elements, including on the lateral and medial sides of the shoe (e.g., as illustrated in the bottom two figures in the cell to the left), and stretch laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-glide-step-pro/150420_MULT.html |
| <u>Skechers Swift Fit Delson</u><br> <br> | • Heel pillow with molded heel structure<br>• At least three elastic elements, including elastic gores on the lateral and medial sides of the shoe, and stretch laces<br>• Rigid structural elements |

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| | |
| <u>Skechers GO WALK</u><br> <br> | • Heel pillow with molded heel structure<br>• Mesh and synthetic upper<br>• Stretch laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-go-walk-flex---grand-entry/124836.html |
| <u>Skechers GO RUN</u><br> <br> | • Heel pillow with molded heel structure<br>• Athletic mesh upper<br>• Adjustable laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-arch-fit-2.0---easy-chic/150066.html |
| <u>Skechers Summits</u><br> <br> | • Heel pillow with molded heel structure<br>• Mesh upper<br>• Fixed laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-summits---high-range/232457.html |
| <u>Skechers D'Lites</u> | • Heel pillow with molded heel |

| | |
|---|---|
| | structure<br>• Leather and mesh upper<br>• Elastic laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-dlites---winning-choice/150541.html |
| Skechers Work Series<br> | • Heel pillow with molded heel structure<br>• Mesh and synthetic upper<br>• Adjustable laces<br>• Rigid structural elements<br><br>https://www.skechers.com/skechers-slip-ins-rf-work-max-cushioning-elite/200231.html |
| Skechers Kids/Youth Series<br> | • Heel pillow with molded heel structure<br>• Mesh uppers<br>• Stretch laces (some models)<br>• Rigid elements<br><br>https://www.skechers.com/kids/girls/hands-free-slip-ins/; https://www.skechers.com/kids/boys/hands-free-slip-ins/ |

22. The Skechers Hands Free Slip-ins described above (representative of the "Accused Products") infringe the Asserted Claims as discussed in more detail below.

23. As evidenced in the chart above, the Accused Products include a sole, an upper, and a stabilizer portion; the upper defines a foot opening; and the stabilizer portion forms a convex structure at the heel of the shoe.

24. As evidenced in the chart above, the upper of the Accused Products is coupled to the sole portion and includes a rear portion, a medial side portion, a lateral side portion, and a forward portion; the foot opening is defined by the upper.

25. As shown above, the stabilizer portion additionally comprises an elevated or upper portion extending from the rear of the shoe, further comprising a curvature between the lateral and medial sides and a flare portion which acts as a shoehorn (e.g., to direct a foot into a foot opening of the rapid-entry shoe). The stabilizer may be formed of a continuous piece with abutting and non-overlapping regions such as a lower (in red), midportion (in blue), and upper portion (in green) as depicted and annotated below.

[16]

26. As depicted, the upper portion extends from the midportion and extends further rearward than the midportion.

27. Further, the stabilizer portion is sufficiently rigid to resist collapsing downward at the heel when a user inserts their foot. Skechers Accused Products are designed such that pressure applied during insertion of a user's foot causes expansion of the flexible or elastic elements.

[16] https://www.skechers.com/skechers-slip-ins-glide-step---vibey/104557_BKNT.html

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28. In addition, the shoes are configured so that, in response to foot insertion (which apply a pressure to an upper portion of the shoe), there will be lowering and pivoting of one or more portions of the shoe, including one or more portions of the stabilizer. For example, in the illustration below this paragraph, the top two images are from a Skechers' marketing video of a Skechers Slip-in Ultra Flex 3.0.[18] These depict different stages of a heel of a foot going into the shoe: the upper left shows a heel of a foot outside of the shoe, and the upper right shows the heel pushing down onto the shoe. The bottom figure superimposes these two figures and illustrates how at least one portion of the shoe has lowered and pivoted (the green dashes represent a portion of the shoe on the top left; and red dashes represent the same portion of the shoe on the right). Some or all of that highlighted portion—or a portion of the shoe that includes the highlighted portion—is pivoting along one or more axes, including at least an axis that is to the right of the highlighted portion (in the highlighted figure).

[18] https://www.skechers.com/skechers-slip-ins-ultra-flex-3.0---right-away/232452.html

29. Further, Skechers' marketing materials describe and depict the function of the Accused Products:

## Comfort Technologies

**Skechers Hands Free Slip-Ins**

SLIP IN™ to pure comfort and convenience with Skechers Hands Free Slip-ins®. Easy-wear shoes designed with our exclusive Heel Pillow™ that holds your foot securely in place.

**Stretch Fit**

With a sleek and seamless design our Stretch Fit® footwear provides a comfortable sock-like feel that's effortless to wear.

[19]

### Key Features

- Skechers Hands Free Slip-ins® for an easy fit
- Exclusive Heel Pillow™ holds your foot securely in place
- Skechers Air-Cooled Memory Foam® cushioned comfort insole
- Stretch Fit® design for sock-like comfort
- Crafted with 100% vegan materials

### Design Details

- Jersey mesh upper with stretch laces
- Flexible traction outsole
- Machine washable
- 1 1/4-inch heel
- Skechers® logo detail

[20]

30. As described and depicted in the above paragraphs, example Accused Products models include elastic or flexible elements (e.g., Stretch Fit, mesh upper, stretch laces, knit upper, and synthetic upper).

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[19] https://www.skechers.com/skechers-slip-ins-ultra-flex-3.0---right-away/232452W_BLK.html
[20] https://www.skechers.com/skechers-slip-ins-ultra-flex-3.0---right-away/232452W_BLK.html

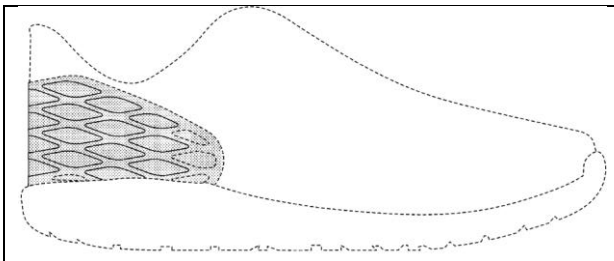
31. Further, expansion or deformation of these example elastic elements enlarges the foot opening, while contraction of the elastic elements reduces the foot opening. These example elastic elements are configured to enable portions of the Accused Products to flex and/or pivot forward relative to the sole portion. As depicted and described above, these example elastic elements may form portions of the topline of the upper and may be separated by non-elastic portions of the upper (e.g., heel cup, tongue webbing, eyelet webbing, eyestay material, and tongue backing material). Additionally, in some instances these example elastic elements may be positioned adjacent to each other and/or be completely surrounded by non-elastic upper material.

32. Various Skechers Hands Free Slip-ins models also incorporate a foam liner (e.g., Heel Pillow or Comfort Pillow) which is oriented concave toward the sole and functions to "hold[] your foot securely in place" as depicted and described above.

33. Additionally, without authorization, Skechers made, used, offered for sale, sold, and/or imported into the United States shoes having a design (hereafter, the "Infringing Design") that violate HFL's design patent described herein and alleged by HFL to have been infringed by Skechers (the "HFL Design Patent")). The overall appearance of the designs of the HFL Design Patent and the corresponding design of Skechers' Infringing Design are substantially the same. Further, on information and belief, an ordinary observer will perceive the overall appearance of the designs of the HFL Design Patent and the corresponding design of Skechers' Infringing Design to be substantially the same.

34. The table below illustrates Skechers' infringement by comparing figures from the HFL Design Patent with example images of Skechers' Infringing Design.

| **Table 1: Comparison of U.S. D1,037,641 Patent with Example Infringing Shoes** | |
|---|---|
| **'641 Patent Figures** | **Example Infringing Shoes** |

| | |
|---|---|
|  FIG. 1 | |

## THE PATENTS-IN-SUIT

### U.S. Patent No. 11,633,006

35. U.S. Patent No. 11,633,006 (the "'006 patent"), entitled "Rapid-entry footwear having a stabilizer and an elastic element," is a valid, enforceable patent that was duly and legally issued by the United States Patent and Trademark Office ("USPTO") on April 25, 2023, in full compliance with Title 35 of the United States Code. The inventors of the '006 patent are Michael Pratt and Craig Cheney. A true and correct copy of the '006 patent is attached hereto as Exhibit A.

36. HFL owns the entire right, title, and interest in the '006 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There are no marking requirements that have not been complied with for the '006 patent.

### U.S. Patent No. 12,274,325

37. U.S. Patent No. 12,274,325 (the "'325 patent"), entitled "Rapid-entry footwear having a stabilizer and an elastic element," is a valid, enforceable patent that was duly and legally issued by the United States Patent and Trademark Office ("USPTO") on April 15, 2025, in full compliance with Title 35 of the United States Code. The inventors of the '325 patent are Michael Pratt and Craig Cheney. A true and correct copy of the '325 patent is attached hereto as Exhibit B.

38. HFL owns the entire right, title, and interest in the '325 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There

are no marking requirements that have not been complied with for the ‘325 patent.

**U.S. Patent No. 11,871,811**

39. U.S. Patent No. 11,871,811 (the “’811 patent”), entitled “Rapid-entry footwear having a stabilizer and an elastic element,” is a valid, enforceable patent that was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) on January 16, 2024, in full compliance with Title 35 of the United States Code. The inventors of the ’811 patent are Michael Pratt and Craig Cheney. A true and correct copy of the ’811 patent is attached hereto as Exhibit C.

40. HFL owns the entire right, title, and interest in the ’811 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There are no marking requirements that have not been complied with for the ‘811 patent.

**U.S. Patent No. 12,121,096**

41. U.S. Patent No. 12,121,096 (the “’096 patent”), entitled “Rapid-entry footwear having a stabilizer and an elastic element,” is a valid, enforceable patent that was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) on October 22, 2024, in full compliance with Title 35 of the United States Code. The inventors of the ’096 patent are Michael Pratt and Craig Cheney. A true and correct copy of the ’096 patent is attached hereto as Exhibit D.

42. HFL owns the entire right, title, and interest in the ’096 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There are no marking requirements that have not been complied with for the ‘096 patent.

**U.S. Patent No. 12,458,101**

43. U.S. Patent No. 12,458,101 (the “’101 patent”), entitled “Rapid-Entry Shoe,” is a valid, enforceable patent that was duly and legally issued by the United States Patent and

Trademark Office ("USPTO") on November 4, 2025, in full compliance with Title 35 of the United States Code. The inventor of the '101 patent is Michael Pratt. A true and correct copy of the '101 patent is attached hereto as Exhibit E.

44. HFL owns the entire right, title, and interest in the '101 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There are no marking requirements that have not been complied with for the '101 patent.

**U.S. Patent No. 12,471,660**

45. U.S. Patent No. 12,471,660 (the "'660 patent"), entitled "Rapid-Entry Footwear Having a Stabilizer and an Elastic Element," is a valid, enforceable patent that was duly and legally issued by the USPTO on November 18, 2025, in full compliance with Title 35 of the United States Code. The inventors of the patent are Michael Pratt and Craig Cheney. A true and correct copy of the '660 patent is attached hereto as Exhibit F.

46. HFL owns the entire right, title, and interest in the '660 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement. There are no marking requirements that have not been complied with for the '660 patent.

**U.S. Patent No. D1037641**

47. U.S. Patent No. D1037641 (the "'641 patent"), entitled "Footwear," is a valid, enforceable patent that was duly and legally issued by the United States Patent and Trademark Office ("USPTO") on August 6, 2024, in full compliance with Title 35 of the United States Code. The inventors of the '641 patent are Craig Cheney and Steven Hermann. A true and correct copy of the '641 patent is attached hereto as Exhibit G.

48. HFL owns the entire right, title, and interest in the '641 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement.

49. There are no marking requirements that have not been complied with for the '641 patent.

**COUNT I: INFRINGEMENT OF THE '006 PATENT**

50. HFL incorporates by reference and realleges the preceding paragraphs.

51. Skechers directly infringes at least claim 1 of the '006 patent. For example, as described above, Skechers Slip-ins are a rapid-entry shoe comprising a sole portion and an upper, the upper comprising a rear portion, a forward portion, and a side portion, the side portion extending between the rear portion and the forward portion. Skechers Slip-ins further comprise an elastic element disposed at the side portion, the elastic element extending to and forming a portion of a topline of the rapid-entry shoe, and the elastic element further extending to the sole portion. Skechers Slip-ins further comprise a stabilizer disposed at the rear portion and extending from within the sole portion, the stabilizer comprising a base portion at least partially within the sole portion and an elevated portion, wherein the base portion of the stabilizer defines a closed cup portion extending completely between lateral and medial sides of the sole portion. The stabilizer of Skechers Slip-ins further comprises a curvature between its lateral and medial sides, and wherein, from the base portion toward the elevated portion, the curvature extends progressively less between its lateral and medial sides, wherein the elevated portion of the stabilizer comprises a flare portion extending rearward to direct a foot into a foot opening of the rapid-entry shoe, and wherein expansion or deformation of the elastic element enlarges the foot opening of the rapid-entry shoe, and wherein contraction of the elastic element reduces the foot opening of the rapid-entry shoe. The stabilizer of Skechers Slip-ins is further comprised of a rigid material such that the rear portion of the upper at which the stabilizer is disposed is configured to resist downward collapse. Skechers Slip-ins further comprise a foam liner oriented concave toward the sole portion. The elastic element of Skechers Slip-ins is further configured to enable the forward portion of the

rapid-entry shoe to flex and/or pivot forward relative to the sole portion.

52. Skechers' infringement of the '006 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

53. HFL has been and will continue to be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '006 patent because HFL does not have another adequate remedy at law.

**COUNT II: INFRINGEMENT OF THE '325 PATENT**

54. HFL incorporates by reference and realleges the preceding paragraphs.

55. Skechers directly infringes at least claim 1 of the '325 patent. For example, as described above, Skechers Slip-ins are a rapid-entry shoe comprising a sole, an upper, and a stabilizer provided at a rear portion of the sole and comprised of a rigid material. The stabilizer of Skechers Slip-ins further comprises a base portion proximate to the sole and an elevated portion extending upward from the base portion. The base portion of the stabilizer of Skechers Slip-ins further comprises a lateral portion extending from a lateral side of the sole to a midportion of the base portion and a medial portion extending from the midportion of the base portion to the medial side of the sole, wherein the lateral portion of the base portion, the midportion of the base portion and the medial portion of the base portion form a convex structure, and wherein the midportion of the base portion of the stabilizer extends upward from the sole continuously between the sole and the elevated portion and at least partially surrounds a heel portion of the rapid-entry shoe. The elevated portion of the stabilizer of Skechers Slip-ins further extends rearward from a rear portion of the convex structure and acts as a shoehorn. Skechers Slip-ins further comprise a foam liner coupled to the stabilizer between the medial portion of the base portion and the lateral portion of the base portion along the convex structure, at least a portion of the foam liner extending beyond at least one of the medial portion of the base portion and the lateral portion of the base portion and

oriented downward toward the sole such that the foam liner acts to retain a heel within the heel portion of the rapid-entry shoe.

56. Skechers' infringement of the '325 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

57. HFL has been and will continue to be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '325 patent because HFL does not have another adequate remedy at law.

**COUNT III: INFRINGEMENT OF THE '811 PATENT**

58. HFL incorporates by reference and realleges the preceding paragraphs.

59. Skechers directly infringes at least claim 1 of the '811 patent. For example, Skechers Slip-ins are a rapid-entry shoe comprising a sole portion. Skechers Slip-ins further comprise an upper coupled to the sole portion and including a rear portion, a side portion, and a forward portion, the upper defining a foot opening. Skechers Slip-ins further comprise a stabilizer defining a unitary structure extending from the sole portion toward a rear portion of the foot opening. Skechers Slip-ins further comprise a plurality of elastic elements positioned forward of the rear portion of the upper, the plurality of elastic elements operable to enlarge the foot opening when expanded and operable to reduce the foot opening when contracted, wherein the plurality of elastic elements includes at least a first elastic element and a second elastic element, the first and second elastic elements being separated by a non-elastic portion of the upper.

60. Skechers' infringement of the '811 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

61. HFL has been and will continue to be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '811 patent because HFL does not have another adequate remedy at law.

## COUNT IV: INFRINGEMENT OF THE '096 PATENT

62. HFL incorporates by reference and realleges the preceding paragraphs.

63. Skechers directly infringes at least claim 13 of the '096 patent. For example, Skechers Slip-ins are a rapid-entry shoe comprising a sole portion. Skechers Slip-ins further comprise an upper coupled to the sole portion and including a rear portion, a medial side portion, a lateral side portion, and a forward portion, the upper defining a foot opening and a top line positioned proximate the foot opening. Skechers Slip-ins further comprise a stabilizer defining a unitary structure extending from the sole portion toward a rear portion of the foot opening. Skechers Slip-ins further comprise a plurality of elastic elements positioned along at least a portion of the upper, the plurality of elastic elements configured to facilitate at least one of flexion and pivoting of the forward portion of the upper relative to the sole portion. The plurality of elastic elements of Skechers Slip-ins further include at least a first elastic element, a second elastic element, and a third elastic element, the first and third elastic elements extending toward the lateral and medial side portion, respectively, wherein the first elastic element and the third elastic element extend to the top line of the upper, and wherein the second elastic element does not extend to the top line of the upper. Skechers Slip-ins further comprise a foam liner coupled to a rear portion of the upper and spaced from the sole portion, the foam liner including a concave profile facing toward the forward portion of the upper, the foam liner configured to provide heel retention, wherein the foam liner is spaced from the top line of the upper. The forward portion further defines a tongue portion, wherein the tongue portion is coupled to at least one of the elastic elements and wherein at least a portion of at least one of the elastic elements extends across the tongue portion.

64. For instance, as described above in ¶¶20-32, certain Skechers Hands Free Slip-Ins models including Swift Fit Delson and Glide-Step Pro feature at least three elastic elements such as lateral and medial strips as well as stretch laces. The Swift Fit Delson's elastic gores, which are

on the lateral and medial sides of each shoe, are elastic elements ("first" and "third") that extend to a top line of the upper that is proximate to the shoe's foot opening. In contrast, the elastic laces do not extend to that same top line. For the Glide-Step Pro, paragraph 21 (above) shows elastic elements on the lateral and medial sides of the shoe. Those elastic elements extend to a top line of the upper that is proximate to the shoe's foot opening. Further, on information and belief, this functionality has been used by Skecher's during testing or marketing of the shoes. In contrast, the elastic laces do not extend to that same top line.

65. Skechers' infringement of the '096 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 13 as described above.

66. HFL has been and will continue to be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '096 patent because HFL does not have another adequate remedy at law.

**COUNT V: INFRINGEMENT OF THE '641 PATENT**

67. HFL incorporates by reference and realleges the preceding paragraphs.

68. Skechers directly infringes at least claim 1 of the '641 patent. For example, Skechers Slip-ins: Ultra Flex 3.0 models incorporate a pattern in the manner of '641 claim 1 as depicted. *See, e.g., Table 1*, *supra.*

69. Skechers' infringement of the '641 patent has been, is, and continues to be willful, including Skechers infringement of at least claim 1 as described above.

70. HFL has been and will continue to be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '641 patent because HFL does not have another adequate remedy at law.

## COUNT VI: INFRINGEMENT OF THE '101 PATENT

71. HFL incorporates by reference and realleges the preceding paragraphs.

72. Skechers directly infringes at least claim 7 of the '101 patent. For example, Skechers Slip-ins are a rapid entry shoe comprising an upper comprising a flexible material. Skechers Slip-ins further comprise a heel structure provided in a rear portion of the rapid-entry shoe comprising a lower portion coupled to a sole of the rapid-entry shoe and extending completely around the rear portion. Skechers Slip-ins heel structure further comprises a midportion integrally formed with, and extending from, the lower portion such that the midportion and the lower portion form a single continuous piece and define abutting and non-overlapping regions, the midportion extending completely around the rear portion. Skechers Slip-ins heel structure further comprises an upper portion extending from the midportion and extending further rearward than the midportion. The upper portion of the heel structure directs a foot into an opening of the rapid-entry shoe. Further, at least a portion of the rapid-entry shoe is lowered and is pivoted about an axis in response to the foot applying a pressure to the upper portion when the foot is inserted into the opening of the rapid-entry shoe, and the flexible material is expanded in response to the foot applying the pressure to the upper portion when the foot is inserted into the opening of the rapid-entry shoe. For instance, as described in ¶¶20-33 above, Skechers Hands Free Slip-Ins models include the claimed upper and heel structures including a pivoting and lowering heel structure and expanding flexible material in response to a user's foot applying pressure to the upper when being inserted into the opening of the shoe. *See, e.g., Table 2*, *supra.*

73. Skechers' infringement of the '101 patent is and continues to be willful, including Skechers' infringement of at least claim 7 as described above.

74. HFL will be irreparably harmed by Skechers' infringing acts, requiring the entry of

a permanent injunction to prevent Skechers' further infringement of the '101 patent because HFL does not have another adequate remedy at law.

**COUNT VII: INFRINGEMENT OF THE '660 PATENT**

75. HFL incorporates by reference and realleges the preceding paragraphs.

76. Skechers directly infringes at least claim 1 of the '660 patent. For example, Skechers Slip-ins are a rapid-entry shoe comprising a sole portion. Skechers Slip-ins further comprise an upper coupled to the sole portion and including a rear portion, a side portion, and a forward portion, the upper defining a foot opening and further including an elastic element configured to enlarge the foot opening when expanded and operable to reduce the foot opening when contracted. Skechers Slip-Ins further comprise a stabilizer defining a unitary structure extending from the sole portion toward a rear portion of the foot opening, the stabilizer configured to support a rear portion of the upper during insertion of a foot through the foot opening and into the foot cavity. Skechers Slip-Ins further comprise a foam liner coupled to the stabilizer between a medial portion of the stabilizer and a lateral portion of the stabilizer, at least a portion of the foam liner extending beyond at least one of the medial portion and the lateral portion of the stabilizer and oriented downward toward the sole portion such that the foam liner acts to retain a heel within a heel portion of the rapid-entry shoe. For instance, as described in ¶¶20-33 above, Skechers Hands Free Slip-Ins models include the claimed sole, upper, elastic element, stabilizer, and foam liner features. *See, e.g., Table 2*, *supra.*

77. Skechers' infringement of the '660 patent is and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

78. HFL will be irreparably harmed by Skechers' infringing acts, requiring the entry of a permanent injunction to prevent Skechers' further infringement of the '660 patent because HFL does not have another adequate remedy at law.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request:

A. That judgment be entered that Skechers has infringed at least one or more claims of the patents-in-suit, literally and/or under the doctrine of equivalents;

B. An injunction enjoining Skechers, its officers, agents, servants, employees and attorneys, and other persons in active concert or participation with Skechers, and its parents, subsidiaries, divisions, affiliates, successors and assigns, from further infringement of the patents-in-suit;

C. An award of damages sufficient to compensate HFL for Skechers' infringement under 35 U.S.C. § 284;

D. A finding that Skechers has willfully infringed one or more claims of the Asserted Patents.

E. That the case be found exceptional under 35 U.S.C. § 285 and that HFL be awarded its reasonable attorneys' fees;

F. Costs and expenses in this action;

G. An award of prejudgment and post-judgment interest; and

H. Such other and further relief as the Court may deem just and proper.

## JURY DEMAND

Plaintiffs demand a trial by jury on all issues triable by a jury.

Respectfully submitted,

Dated: December 19, 2025

*/s/ Ryan Dykal*

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system on this date.

Dated: December 19, 2025

*/s/ Melissa R. Smith*
Melissa R. Smith