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

HANDSFREE LABS LICENSING, LLC, FAST IP, LLC, and KIZIK DESIGN, LLC *Plaintiffs,* v. SKECHERS U.S.A., INC., *Defendant.*	Case No.:

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 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 Greenberg even acknowledged that Hands Free Slip-ins technology was "integral to our global

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

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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-skecherizing/

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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,

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

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

7. Skechers' willfulness and disregard is further evidenced by its copying of the look and feel of key Kizik products and messaging. For example, 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 used and applied with the USPTO to register taglines for which Kizik has prior use. 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.

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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.*

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8. 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

9. 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.

10. 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.

11. 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.

12. 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

13. The Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §§

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1331 and 1338(a) and (b). This case is brought under the Patent Act, 35 U.S.C. §§ 1, et seq.

14. 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.

15. 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.

16. 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

17. 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 states that these shoes are "made possible by the firm heel design that keeps its shape as you slide your foot in."[13]

18. 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/

Example Infringing Model[14]	Example Infringing Features
Skechers Arch Fit	• Heel pillow with molded heel structure • Engineered mesh upper with synthetic hot melt overlays • Elastic laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-arch-fit-2.0---easy-chic/150066.html
Skechers Max Cushioning	• Heel pillow with molded heel structure • Engineered mesh or knit upper • Elastic laces (some models) • Rigid structural elements https://www.skechers.com/skechers-slip-ins-max-cushioning-elite-2.0/129626.html

[14] 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.

Skechers Ultra Flex 	• Heel pillow with molded heel structure • Stretch Fit engineered knit upper with multiple elastic elements • Rigid structural elements https://www.skechers.com/skechers-slip-ins-ultra-flex-3.0---smooth-step/149709.html
Skechers Glide Step Pro 	• Heel pillow with molded heel structure • Mesh upper with synthetic hotmelt overlays • Stretch laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-glide-step-pro/150420_MULT.html
Skechers GO WALK 	• Heel pillow with molded heel structure • Mesh and synthetic upper • Stretch laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-go-walk-flex---grand-entry/124836.html
Skechers GO RUN 	• Heel pillow with molded heel structure • Athletic mesh upper • Adjustable laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-arch-fit-2.0---easy-chic/150066.html

Skechers Summits 	• Heel pillow with molded heel structure • Mesh upper • Fixed laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-summits---high-range/232457.html
Skechers D'Lites 	• Heel pillow with molded heel structure • Leather and mesh upper • Elastic laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-dlites---winning-choice/150541.html
Skechers Work Series 	• Heel pillow with molded heel structure • Mesh and synthetic upper • Adjustable laces • Rigid structural elements https://www.skechers.com/skechers-slip-ins-rf-work-max-cushioning-elite/200231.html
Skechers Kids/Youth Series 	• Heel pillow with molded heel structure • Mesh uppers • Stretch laces (some models) • Rigid elements https://www.skechers.com/kids/girls/hands-free-slip-ins/; https://www.skechers.com/kids/boys/hands-free-slip-ins/

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

20. 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.

21. 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.

22. As shown above, the stabilizer portion additionally comprises an elevated 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). Further, the stabilizer portion is sufficiently rigid to resist collapsing downward at the heel when a user inserts their foot. Further, Skechers' marketing materials describe and depict the function of the Accused Products:

[15]

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

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.

[16]

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

[17]

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

24. 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.

25. 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[]

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

your foot securely in place" as depicted and described above.

26. 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 patents described herein and alleged by HFL to have been infringed by Skechers (the "HFL Design Patents)). The overall appearance of the designs of the HFL Design Patents 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 Patents and the corresponding design of Skechers' Infringing Design to be substantially the same.

27. Tables 1 and 2 below illustrate Skechers' infringement by comparing figures from the HFL Design Patents with example images of Skechers' Infringing Design.

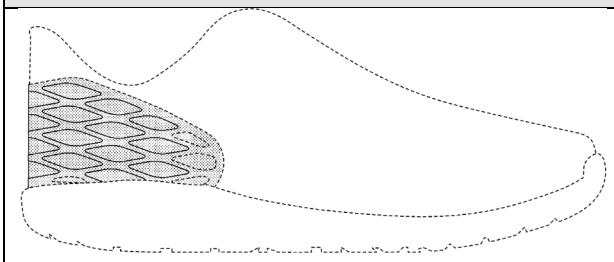
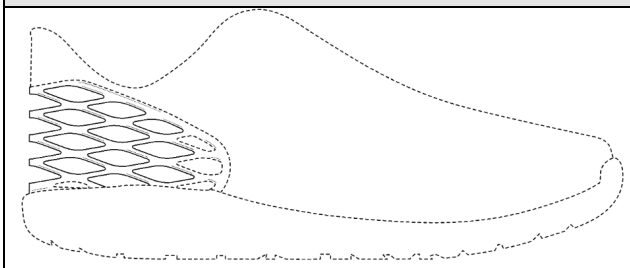
Table 1: Comparison of U.S. D1,037,641 Patent with Example Infringing Shoes	
'641 Patent Figures	**Example Infringing Shoes**
 FIG. 1	

Table 2: Comparison of U.S. D1,038,607 Patent with Example Infringing Shoes	
'607 Patent Figures	**Example Infringing Shoes**
 FIG. 1	

THE PATENTS-IN-SUIT

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

28. 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.

29. 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.

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

30. 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.

31. 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.

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

32. 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.

33. 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.

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

34. 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.

35. 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.

U.S. Patent No. D1038607

36. U.S. Patent No. D1038607 (the "'607 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 13, 2024, in full compliance with Title 35 of the United States Code. The inventors of the '607 patent are Craig Cheney and Steven Hermann. A true and correct copy

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of the ’607 patent is attached hereto as Exhibit E.

37. HFL owns the entire right, title, and interest in the ’607 patent, including the right to exclude others and to enforce, sue, and recover damages for past and future infringement.

U.S. Patent No. D1037641

38. 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 F.

39. 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.

COUNT I: INFRINGEMENT OF THE ’006 PATENT

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

41. 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.

42. 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.

43. 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

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

45. 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.

46. 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.

47. 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

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

49. 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.

50. 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.

51. 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

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

53. Skechers directly infringes at least claim 1 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. 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. 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 second elastic elements being positioned adjacent each other and coupled to each other by an upper material that is non-elastic, wherein the second elastic element defines a continuous outer perimeter, and wherein an entirety of the continuous outer perimeter of the second elastic element is completely surrounded by the

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upper material that is non-elastic, wherein the first elastic element is positioned on the lateral side portion and the third elastic element is positioned on the medial side portion, wherein the first elastic element and the third elastic element extend to a top line of the upper, and wherein the second elastic element is positioned such that the continuous outer perimeter of the second elastic element is spaced from the top line of the upper. Skechers Slip-ins further comprise a foam liner coupled to a rear portion of the upper and configured as a strip that is generally oriented concave from the lateral side portion, extending across the rear portion, and to the medial side portion and oriented angled toward the sole portion.

54. Skechers' infringement of the '096 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

55. 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

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

57. 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.*

58. 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.

59. 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 '607 PATENT

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

61. Skechers directly infringes at least claim 1 of the '607 patent. For example, Skechers Slip-ins: Ultra Flex 3.0 models incorporate a pattern in the manner of '607 claim 1 as depicted. *See, e.g., Table 2*, *supra.*

62. Skechers' infringement of the '607 patent has been, is, and continues to be willful, including Skechers' infringement of at least claim 1 as described above.

63. 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 '607 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;

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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.

Dated: July 24, 2025

Respectfully submitted,

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