

SIDLEY AUSTIN LLP

Jack S. Yeh (SBN 174286)
jyeh@sidley.com
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Tel: (310) 595-9500

David R. Carpenter (SBN 230299)
drcarpenter@sidley.com
Collin P. Wedel (SBN 278461)
cwedel@sidley.com
Lauren M. De Lilly (SBN 301503)
ldelilly@sidley.com
Rara Kang (SBN 307236)
rkang@sidley.com
350 South Grand Avenue
Los Angeles, CA 90071
Tel: (213) 896-6000

Yolanda C. Garcia (Admitted *Pro Hac Vice*)
ygarcia@sidley.com
2021 McKinney Avenue, Suite 2000
Dallas, TX 75201
Tel: (214) 981-3300

Attorneys for Plaintiff and Cross-Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ASICS AMERICA CORPORATION, a
California corporation,

Plaintiff,

vs.

SHOEBACCA, LTD, a Texas limited
partnership,

Defendant.

SHOEBACCA, LTD., a Texas limited
partnership,

Cross-Complainant,

vs.

ASICS AMERICA CORPORATION, a
California corporation,

Cross-Defendant.

Case No. 30-2020-01141522-CU-BC-NJC
Hon. Donald F. Gaffney, Dept. N16

**PLAINTIFF AND CROSS-DEFENDANT ASICS
AMERICA CORP.'S NOTICE OF LODGING OF
[PROPOSED] JUDGMENT**

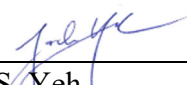
Complaint Filed: April 1, 2020
Trial Date: April 13, 2026

1 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that Plaintiff and Cross-Defendant ASICS America Corporation
3 (“ASICS”) hereby lodges a [Proposed] Judgment, attached hereto as **Exhibit 1**. ASICS served the
4 [Proposed] Judgment on Defendant and Cross-Complainant Shoebacca, Ltd. on June 17, 2026 by
5 electronic mail. ASICS seeks entry of a Judgment for \$10,697,594.74, representing \$6,077,416.44 in
6 compensatory damages and \$4,620,178.30 in pre-judgment interest at 12% per year through June 12,
7 2026 as calculated in Trial Exhibit 5084, plus pre-judgment interest of \$1,988.05 per day from June
8 13, 2026 through entry of judgment. The daily interest rate of \$1,998.05 has been calculated by
9 applying the 12% annual interest rate to the principal balance of \$6,077,416.44 and dividing the
10 resulting \$729,289.97 in annual interest by 365.

11 DATED: June 17, 2026

SIDLEY AUSTIN LLP

12
13 By: 

14 Jack S. Yeh

15 *Attorneys for Plaintiff and Cross-Defendant*
16 *ASICS America Corporation*
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ASICS AMERICA CORPORATION, a
California corporation,

Plaintiff,

vs.

SHOEBACCA, LTD, a Texas limited
partnership,

Defendant.

Case No. 30-2020-01141522-CU-BC-NJC
Hon. Donald F. Gaffney, Dept. N16

[PROPOSED] JUDGMENT

Complaint Filed: April 1, 2020
Trial Date: April 13, 2026

SHOEBACCA, LTD., a Texas limited
partnership,

Cross-Complainant,

vs.

ASICS AMERICA CORPORATION, a
California corporation,

Cross-Defendant.

This action came on regularly for trial beginning on April 13, 2026, in Department N16 of the above-referenced court, located at North Justice Center, 1275 North Berkeley Avenue, Fullerton, California 92832, the Honorable Donald F. Gaffney presiding. Plaintiff and Cross-Defendant ASICS America Corporation, appeared through their attorneys Jack S. Yeh, David R. Carpenter, Collin P. Wedel, Lauren M. De Lilly, and Rara Kang of Sidley Austin LLP. Defendant and Cross-Complainant Shoebacca, Ltd. appeared through their attorneys Jennifer L. Keller, Jeremy W. Stamelman, Benjamin R. Barron of Keller Anderle Scolnick LLP.

A jury of twelve persons was regularly impaneled and sworn. Witnesses were sworn and testified. The Court and jury heard evidence and the arguments of counsel from April 23, 2026 through June 12, 2026. The jury was duly instructed by the Court, and the cause was submitted to the jury on June 12, 2026, with directions to return a general verdict. The jury deliberated and, on June 16, 2026, thereafter returned a general verdict and the answers given thereto by the jury, which verdict was in words as follows, to wit:

We the jury answer the questions submitted to us as follows as to the claims between ASICS America Corp. ("ASICS") and Shoebacca Ltd. ("Shoebacca"):

I. Complaint: ASICS' First Cause of Action: Breach of Contract

1. On ASICS' Breach of Contract Claim against Shoebacca, do you find
 X For ASICS and against Shoebacca; or
 For Shoebacca and against ASICS?
(check only one)
If you find in favor of ASICS, then answer question #2. If you find in favor of Shoebacca, proceed to question #3
2. What are ASICS damages? \$6,077,416.44
Proceed to question #3 (Section II)

II. Complaint: ASICS' Second Cause of Action: Common Count

3. On ASICS' Common Count Claim against Shoebacca, do you find
 X For ASICS and against Shoebacca; or
 For Shoebacca and against ASICS?
(check only one)
If you find in favor of ASICS, then answer question #4. If you find in favor of Shoebacca, proceed to question #5.
4. What are ASICS damages? \$6,077,416.44
Proceed to question #5 (Section III)

III. Cross-Complaint: Shoebacca's First Cause of Action: Breach of Contract

5. On Shoebacca's Breach of Contract Claim against ASICS, do you find
 For Shoebacca and against ASICS; or
 X For ASICS and against Shoebacca?

(check only one)

If you find in favor of Shoebacca, then answer question #6. If you find in favor of ASICS, proceed to question #7.

6. What are Shoebacca's damages? _____

Proceed to question #7 (Section IV)

IV. Cross-Complaint: Shoebacca's Second Cause of Action: Breach of the Covenant of Good Faith and Fair Dealing ("CCF&D")

7. On Shoebacca's Breach of the CCF&D Claim against ASICS, do you find

_____ For Shoebacca and against ASICS; or

X For ASICS and against Shoebacca?

(check only one)

If you find in favor of Shoebacca, then answer question #8. If you find in favor of ASICS, proceed to question #9.

8. What are Shoebacca's damages? _____

Proceed to question #9 (Section V)

V. Cross-Complaint: Shoebacca's Third Cause of Action: Fraud

9. On Shoebacca's Fraud Claim against ASICS, do you find

_____ For Shoebacca and against ASICS; or

X For ASICS and against Shoebacca?

(check only one)

If you find in favor Shoebacca, then answer questions #10 and #11.

If you find in favor of ASICS, then stop here, answer no more questions, and have the jury foreperson sign and date the verdict form.

10. What are Shoebacca's damages? _____

11. Did ASICS act with malice, oppression or fraud?

_____ Yes

_____ No.

(check only one)

DATED: June 16, 2026

SIGNED BY: s/ Presiding Juror

It appearing by reason of said general verdict that Plaintiff and Cross-Defendant ASICS America Corporation is entitled to judgment against Defendant and Cross-Complainant Shoebacca, Ltd. on ASICS America Corporation's Complaint ("Complaint"), ROA # 2, and Shoebacca, Ltd.'s Third Amended Cross-Complaint ("Cross-Complaint"), ROA #977, and in addition to the amount awarded by the jury, ASICS America Corporation is further entitled to contractual prejudgment in interest pursuant to Civil Code section 3287(a).

1 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED** that
2 judgment is entered in favor of Plaintiff and Cross-Defendant ASICS America Corporation and
3 against Defendant and Cross-Complainant Shoebacca, Ltd., as follows:

- 4 1. ASICS America Corporation shall recover on its Complaint against Shoebacca, Ltd.
5 in the amount of \$10,697,594.74 inclusive of prejudgment interest through June 12,
6 2026, and with prejudgment interest continuing to accrue at a rate of \$1,998.05 per
7 day until entry of judgment, for a total amount of \$_____.
8 2. Shoebacca, Ltd. shall have and recover nothing by reason of its Cross-Complaint
9 against ASICS America Corporation.
10 3. ASICS America Corporation is the prevailing party and shall recover costs of suit
11 pursuant to Code of Civil Procedure section 1032, together with any attorneys' fees
12 as may be determined on post-trial motions.
13 4. ASICS America Corporation shall recover post-judgment interest at the statutory
14 rate pursuant to Code of Civil Procedure section 685.010.

15 Dated: June ____, 2026

16 _____
17 Hon. Donald F. Gaffney
18 Superior Court Judge
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 350 South Grand Avenue, Los Angeles, CA 90071.

On June 17, 2026, I served the foregoing document(s) described as **PLAINTIFF AND CROSS-DEFENDANT ASICS AMERICA CORP.'S NOTICE OF LODGING OF [PROPOSED] JUDGMENT** on all interested parties in this action as follows:

Jennifer L. Keller
jkeller@kelleranderle.com
Jeremy W. Stamelman
jstamelman@kelleranderle.com
Benjamin R. Barron
bbarron@kelleranderle.com
Keller Anderle Scolnick LLP
18300 Von Karman Avenue, Suite 930
Irvine, CA 92612
Tel. (949) 476-8700

Braden M. Wayne
braden@swclaw.com
Michael Steinmark
michael@swclaw.com
Jeremy Overbey
jeremy@swclaw.com
Steckler Wayne Cherry & Love
12720 Hillcrest Road
Dallas, TX 75230
Tel. (972) 387-4040

Steven A. Schneider
steve@schneidlaw.com
Schneider Miller Reynolds, P.C.
300 N. Coit Road, Suite 1125
Richardson, TX 75080
Tel. (972) 479-1112

*Counsel for Defendant and
Cross-Complainant Shoebacca, Ltd.*

*Counsel for Defendant and Cross-Complainant
Shoebacca, Ltd.*

☒ (VIA E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 17, 2026, at Los Angeles, California.



Claudia Espinoza