

Inzer Advance Designs, Inc.	:	CIVIL CASE NO. 25-171
124 W. Tyler St.	:	
Longview, TX 75606	:	
	:	
Plaintiff,	:	ANSWER TO SUMMONS
	:	
v.	:	
	:	
April Mathis d/b/a Mathis Enterprises	:	COUNTER CLAIM
1850 Union Hill Rd.	:	
Peebles, OH 45660	:	
	:	
Defendant.	:	JURY DEMAND
	:	

1. My wraps were manufactured and commercially for sale well prior to the April 28, 2017 application date of this patent, therefore falling under the category of "prior art". Inzer claims that this patent is a continuation of Patent No. 9,731,160, which was applied for on March 5, 2015 and issued on August 15, 2017, and Patent No. 9,011, 305, which was applied for on December 28, 2011 and issued on April 21, 2015. I have sales from as early as late 2011, predating these filings, and again falling under the category of "prior art". They were independently designed by myself, and are not a copy of any of Inzer's designs. I will be providing evidence to the court to show pictures and/or videos of these wraps being worn/used prior to and between these dates, as well as pictures from tables that I had setup at various powerlifting meets selling these wraps prior to and between these dates, and copies of old receipts I believe I still have, as I used a small portable receipt printer at a number of events early on. I will also be providing the court with many witness statements from people who had bought, used, or at least knew I sold these wraps prior to April 28, 2017. I will need some time to gather all of this evidence as it involves

contacting witnesses for statements and gathering evidence from over a decade ago, so it will take a considerable amount of my time to do so.

2. Inzer Advance Designs, Inc. does not manufacture nor sell "elbow wraps", which is one of the three types of wraps that Inzer Advance Designs, Inc. is accusing me of infringing upon (the other two being "knee wraps" and "wrist wraps", which they do manufacture and sell). I was the first to design, manufacture, and sell "elbow wraps". They are of a width, length, and construction that is unique to my design only, and are not similar to anything Inzer manufactures or sells.

3. I argue that while my "wrist wraps" and "knee wraps" look fairly similar in pictures to those manufactured and sold by Inzer Advance Designs, Inc. that the material and construction is considerably different, and any weightlifter, powerlifter, or experienced user of different types of weightlifting wraps would notice a considerable difference if they put them on and used them. I have seen their knee wraps with the "gripper" material in person, which they are referring to as "exposed pliable strand members", and even tried them out, and they vary considerably in performance from my wraps.

4. I argue that Inzer Advance Design, Inc.'s patent here is not unique and is akin to trying to patent a circle, for example. Throughout the history of powerlifting there have been many similar designs. The use of rubber and/or other types of grip material is not exclusive nor unique to Inzer. Even in the early days - 1960s and 1970s, lifters used rubber from tennis balls to wrap behind their knees. Many companies use rubber or other banding in their wraps and supportive gear. Presently, we see a wide variety of companies with banded knee wraps, wrist wraps, and bench shirts. While the bands may not always be exposed on the outside, it is present within many of these items. An example of another company that currently sells weightlifting wraps with "gripper" material on the outside of their wraps, also known as "exposed pliable strand members" as stated here, is Darksyde Ironwear, LLC, again showing that these are not unique to Inzer Advance Designs, Inc.

C. Patent No. D848,558 was applied for on February 15, 2018 and issued on May 14, 2019. In their lawsuit against me, Inzer Advance Designs, Inc. claims an application date of February 15, 2015. However, this is not true and not the date listed on this patent. The February 15, 2018 date is the truthful date.

1. Again, as with the previous patent, my wraps were manufactured and commercially for sale well prior to the February 15, 2018 application date of this patent, therefore falling under the category of "prior art". As Inzer claims that this patent is a continuation of Patent No. 9,895,594, which was applied for on April 28, 2017 and issued on February 20, 2018 as stated above, Patent No. 9,731,160, which was applied for on March 5, 2015 and issued on August 15, 2017, and Patent No. 9,011, 305, which was applied for on December 28, 2011 and issued on April 21, 2015. I have sales from as early as late 2011, predating these filings, and again falling under the category of "prior art". They were independently designed by myself, and are not a copy of any of Inzer's designs. I will be providing evidence to the court to show pictures and/or videos of these wraps being worn/used prior to and between these dates, as well as pictures from tables that I had setup at various powerlifting meets selling these wraps prior to and between these dates, and copies of old receipts I believe I still have, as I used a small portable receipt printer at a number of events early on. I will also be providing the court with many witness statements from people who had bought, used, or at least knew I sold these wraps prior to April 28, 2017. I will need some time to gather all of this evidence as it involves contacting witnesses for statements and gathering evidence from over a decade ago, so it will take a considerable

amount of my time to do so.

2. This patent is a continuation of Patent No. 9,895,594 filed on April 28, 2017, with nothing else unique added here. Therefore, my arguments against the previous patent would also apply here.

D. Possible copying of my wrap design by Inzer Advance Designs, Inc.

1. As my wraps are the "prior art" to their patent applications for the wraps they are claiming I am copying of theirs and infringing on their patents, it is just as likely that Inzer chose to copy my design that was already available for sale and then proceeded to patent it as their own.

E. Inzer Advance Designs, Inc. has a pattern of bullying and filing frivolous lawsuits against competitors.

1. Inzer Advance Designs, Inc. v. Power Belly Gear, LLC, 6:16-cv-235 in the United States District Court for the Eastern District of Texas Tyler Division (2016)

2. Inzer Advance Designs, Inc. v. Elick et. al, 1:22-cv-00283 in the United States District Court for the Southern District of Ohio (2022)

3. Inzer Advance Designs, Inc. v. Titan Support Systems, 2:08-cv-00312 in the United States District Court for The Eastern District of Texas (2009)

4. Inzer v. Frantz (1:91-cv-04228) in the United States District Court for the Northern District of Illinois (1993)

5. It is also known in the powerlifting community that Inzer Advance Designs, Inc. regularly practices extortion, sending out cease and desist letters to small competitors and asking for money and/or property in order not to file a lawsuit.

F. Inzer Advance Designs, Inc. has made unreasonable demands. Specifically, in their cease and desist letter sent to me, they state the following:

Please let us know by no later than 5 P.M., Eastern Time, on Monday March, 3, 2025, if Mathis Enterprises will agree to terminate all sales and importation of the suspect wraps. If it is, and if it further agrees to send the remaining inventory to Inzer in Texas for destruction, then we may be able to resolve this matter amicably. If not, then Inzer will have no choice but to file a lawsuit.

1. This falls under the meaning of extortion, which is illegal in the United States. Inzer Advance Designs, Inc. has no rights to my property. These wraps are my property. I legally paid for and possess them. Whether they are for sale or not, they are still my property, and do not belong to Inzer Advance Designs, Inc. They have no right to demand I hand over my property to them or threaten to sue me if I do not do so. I have attached a copy of this letter to show the court.

G. I responded to Inzer's cease and desist letter, letting them know of my "prior art" claim and attempted resolution. I said that I would agree to not manufacture any more wraps, and only sell what I currently have in stock until it runs out. They only responded with the same unreasonable demands,

including the extortion demand, and then proceeded with filing this lawsuit.

H. Counter Claim: I am responding by making a counter claim against Inzer Advance Designs, Inc. in this case. I am asking for the following:

1. An order dismissing all allegations against me by Inzer Advance Designs, Inc.
2. A judgement that Inzer Advance Designs, Inc. has wrongfully accused me of infringing on their patents.
3. An order requiring Inzer Advance Designs, Inc. to pay me any damages associated with this lawsuit.
4. An award of any and all fees associated with defending against this frivolous lawsuit. This includes all legal and filing fees, process server fees, court fees, any document shipping fees, etc. This also includes compensating my time and mileage costs associated with defending against this lawsuit at the fair market rate. This also includes fees for any legal counsel (attorney's fees) should I choose to retain any at a later date as this lawsuit progresses.
5. Such further and additional relief as the Court deems just and proper.
6. I agree to and am also demanding a jury trial, the same as Inzer Advance Designs, Inc. is asking for.

Dated: April 8, 2025

Respectfully Submitted,

April Mathis
1850 Union Hill Road
Peebles, OH 45660

COPY OF CEASE AND DESIST LETTER

WITH EXTORTION DEMAND