

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
(Greenbelt Division)

SPORT SQUAD, INC.)	
)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No.: 8:24-cv-01712-PX
)	
USA PICKLEBALL ASSOCIATION)	
)	
)	
<i>Defendant.</i>)	

**DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF’S COMPLAINT**

Defendant USA PICKLEBALL ASSOCIATION (“USAP”), by and through its undersigned attorney, submit the following Answer and Affirmative Defenses to Plaintiff SPORT SQUAD, INC.’S (“Plaintiff or “Sport Squad”) Compliant as follows:

STATEMENT OF THE CASE

1. To the extent that the allegations of paragraph 1 set forth legal conclusions, no response is required. To the extent a response is required, USAP admits that USAP is an organization that promulgates standards for pickleball equipment in the United States. To the extent a response is further required, denied.

2. USAP admits that Plaintiff submitted two base models to USAP for testing in 2023. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegation that “in the first half of 2023, Plaintiff developed an innovative new design for pickleball paddles” and therefore denies. USAP denies all remaining allegations in paragraph 2.

3. USAP admits that Plaintiff submitted nine paddles to USAP for “similarity testing” in November 2023 (the “Incorrect Paddles”). USAP denies that Plaintiff submitted “market versions” to USAP for “similarity testing” in November 2023, because Plaintiff never publicly

sold the Incorrect Paddles, but instead marketed and sold nine *different* paddles under the same model names (the “Market Paddles”). USAP denies all remaining allegations in paragraph 3.

4. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 and therefore denies.

5. USAP denies the allegations in paragraph 5.

6. USAP denies the allegations in paragraph 6.

7. USAP admits that Plaintiff submitted nine paddles to USAP for similarity testing in May 2024. USAP denies all remaining allegations in paragraph 7.

8. USAP denies the allegations in paragraph 8.

9. USAP denies the allegations in paragraph 9.

10. To the extent that the allegations of paragraph 10 contain legal conclusions and/or are argumentative, no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and therefore denies.

11. To the extent that the allegations of paragraph 11 contain legal conclusions and/or are argumentative, no response is required. To the extent a response is required, USAP denies that Plaintiff has incurred damages. To the extent that this paragraph references relief requested in Plaintiff’s complaint, USAP responds that the complaint and the relief requested therein are the best evidence of their contents and speak for themselves. USAP denies all remaining allegations in paragraph 11.

THE PARTIES

12. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 and therefore denies.

13. USAP admits that it is a Washington non-profit corporation with its principal place of business located in Scottsdale, Arizona. To the extent that the allegations of this paragraph contain legal conclusions, no response is required. USAP denies all remaining allegations in paragraph 13.

JURISDICTION AND VENUE

14. To the extent that the allegations of this paragraph contain legal conclusions, no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 and therefore denies.

15. To the extent that the allegations of this paragraph contain legal conclusions, no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 and therefore denies.

FACTS COMMON TO ALL COUNTS

16. USAP admits that Plaintiff has previously submitted paddle models that have received USAP approval. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 16 and therefore denies.

17. USAP admits that it is an organization that promulgates national standards for pickleball equipment in the United States. USAP denies all remaining allegations in paragraph 17.

18. USAP admits that USAP or third parties test paddles for compliance with its standards. USAP admits that it certifies certain paddles for use in certain events. To the extent this paragraph references and/or purports to restate the contents of a document or documents attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately

restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 18.

19. USAP denies the allegations in paragraph 19.

20. USAP admits that it charges a fee for testing services. USAP denies all remaining allegations in paragraph 20.

21. USAP admits that certain events require use of USAP-certified paddles. USAP lacks information or knowledge sufficient to form a belief as to the truth of all remaining allegations in paragraph 21 and therefore denies.

22. USAP lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 22 and therefore denies.

23. USAP admits that on or around September 1, 2023, Plaintiff submitted two paddles to USAP for “New Paddle Submission” testing. USAP denies all remaining allegations in paragraph 23.

24. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 and therefore denies.

25. USAP admits that on or around September 1, 2023, Plaintiff submitted two paddles to USAP for “New Paddle Submission” testing. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff’s petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff’s allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP lacks knowledge or information sufficient to form a belief as to all remaining allegations in paragraph 25 and therefore denies.

26. USAP denies the allegations in paragraph 26.

27. USAP denies approving the paddle design of any “next generation” paddle sold by Plaintiff. USAP denies USAP lacks knowledge or information sufficient to form a belief as to all remaining allegations in paragraph 27 and therefore denies.

28. USAP admits that Plaintiff submitted nine paddles for similarity testing in November 2023. USAP denies that Plaintiff submitted market versions for similarity testing in November 2023. USAP denies that any market versions were structurally and functionally the same as the base models. USAP denies all remaining allegations in paragraph 28.

29. USAP admits that, on or around November 3, 2023, Plaintiff submitted seven paddles to USAP for similarity testing. USAP lacks knowledge or information sufficient to form a belief as to all remaining allegations in paragraph 29 and therefore denies.

30. USAP admits that, on or around November 6, 2023, Plaintiff submitted two paddles to USAP for similarity testing. USAP lacks knowledge or information sufficient to form a belief as to all remaining allegations in paragraph 30 and therefore denies.

31. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 31 and therefore denies.

32. USAP denies the allegations in paragraph 32.

33. USAP admits that in January 2024 Plaintiff met with USAP regarding USAP equipment standards. USAP denies all remaining allegations in paragraph 33.

34. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 34 and therefore denies.

35. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 35 and therefore denies.

36. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 36 and therefore denies.

37. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 37 and therefore denies.

38. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 38 and therefore denies.

39. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 39 and therefore denies.

40. USAP lacks knowledge or information sufficient to form a belief as to the allegations in the first sentence of paragraph 40 and therefore denies. USAP denies the allegations in the second sentence of paragraph 40. USAP lacks knowledge or information sufficient to form a belief as to allegations in the third sentence of paragraph 40 and therefore denies.

41. USAP lacks knowledge or information sufficient to form a belief as to the allegations in paragraph 41 and therefore denies.

42. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 42.

43. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or

documents, USAP denies the allegations. To the extent this paragraph references and/or purports to restate the contents of USAP's Equipment Standards Manual, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 43.

44. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 44.

45. USAP denies the allegations in paragraph 45.

46. USAP denies the allegations in paragraph 46.

47. USAP denies the allegations in paragraph 47.

48. USAP denies the allegations in paragraph 48.

49. USAP admits that its rules require paddles to meet certain requirements as to structure and materials. To the extent that the allegations of this paragraph contain legal conclusions and/or are argumentative, no response is required. USAP denies all remaining allegations in paragraph 49.

50. To the extent that the allegations of this paragraph contain legal conclusions or are argumentative, no response is required. To the extent a response is required, USAP responds that Plaintiff's marketing materials are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such

marketing materials, USAP denies the allegations. USAP denies all remaining allegations of paragraph 50.

51. USAP admits that it communicated with Plaintiff in April 2024. The remaining allegations in paragraph 51 set forth legal conclusions or are argumentative, and no response is required. To the extent a response is required, USAP denies all remaining allegations in paragraph 51.

52. To the extent the first sentence of this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 52.

53. USAP denies revoking certification of any paddle at issue in this case. USAP denies the applicability of Rule 2.F.1 with respect to any issue in this case. To the extent that the allegations of this paragraph contain legal conclusions or are argumentative, no response is required. To the extent a response is required, denied. To the extent this paragraph references and/or purports to restate the contents of USAP's Equipment Standards Manual, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. USAP denies all remaining allegations in paragraph 53.

54. To the extent that the allegations of paragraph 54 contain legal conclusions and/or are argumentative, no response is required. To the extent a response is required, denied.

55. To the extent that the allegations of paragraph 55 contain legal conclusions and/or are argumentative, no response is required. To the extent a response is required, denied.

56. USAP denies the allegations in paragraph 56.

57. USAP denies the allegations in paragraph 57.

58. USAP denies the allegations in paragraph 58.

59. USAP denies the allegations in paragraph 59.

60. USAP admits that Plaintiff informed USAP that it had committed an administrative error, indicating that Plaintiff had submitted the wrong paddles to USAP for similarity testing in November 2023. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 60 and therefore denies.

61. USAP admits that Plaintiff informed USAP that it had committed an administrative error, indicating that Plaintiff submitted the wrong paddles to USAP for similarity testing in November 2023. USAP admits that Plaintiff did not submit ready-for-market versions of its paddles for similarity testing in November 2023. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 61 and therefore denies.

62. USAP denies the allegations in paragraph 62.

63. USAP denies the allegations in paragraph 63.

64. USAP admits that it removed the names of nine paddles manufactured by Plaintiff from its approved list based on Plaintiff's representation that it had not actually submitted those paddles for approval. USAP denies all remaining allegations in paragraph 64.

65. USAP admits that Plaintiff submitted nine paddles for testing on an expedited basis in May 2024. USAP denies all remaining allegations in paragraph 65.

66. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 66 and therefore denies.

67. USAP admits that it communicated testing results to Plaintiff in late May 2024. USAP denies all remaining allegations in paragraph 67.

68. USAP denies that it did not perform an impartial evaluation of Plaintiff's paddles. USAP denies that it was required to perform an impartial evaluation of Plaintiff's paddles. To the extent that the allegations of this paragraph contain legal conclusions and/or are argumentative, no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 68.

69. USAP denies that the paddles submitted in May 2024 were the same structurally and functionally as the base models approved in September 2023. USAP denies the applicability of an 18-month notice requirement with respect to any issue in this case. USAP denies all remaining allegations in paragraph 69.

70. USAP admits that it informed Plaintiff that the paddles submitted in May 2024 had failed similarity testing. To the extent this paragraph references and/or purports to restate the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. To the extent that the second sentence of this paragraph contains legal conclusions and/or is argumentative, no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 70.

71. USAP admits that it notified Plaintiff that the paddles submitted in May 2024 had failed surface roughness testing. To the extent this paragraph references and/or purports to restate

the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 71.

72. USAP denies that surface roughness is exclusively governed by Rule 2.E.2 as set forth in paragraph 72, because surface roughness is also governed by the "maximum surface roughness" test, which was set forth in a prior NPRM. To the extent this paragraph references and/or purports to restate the contents of USAP's Equipment Standards Manual, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 72.

73. USAP denies the allegations in paragraph 73.

74. To the extent this paragraph references and/or purports to restate the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 74.

75. USAP denies that it "could not stand for any of Plaintiff's paddles to pass." USAP denies that it "made up" a new surface roughness rule to obtain a different result, because the updated "maximum" surface roughness test came into effect on April 1, 2024. To the extent this paragraph references and/or purports to restate the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is

the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 75.

76. USAP admits that all paddles submitted by Plaintiff in May 2024 failed maximum surface roughness testing. USAP denies applying any new, made-up rule to Plaintiff. USAP denies that any new rule was "not posted" in any public location, because the April 1, 2024 maximum surface testing rule was communicated to equipment manufacturers, including Plaintiff. USAP denies all remaining allegations in paragraph 76.

77. USAP denies the allegations in paragraph 77.

78. USAP denies the allegations in paragraph 78.

79. USAP denies that its tests were inaccurate. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining assertions in paragraph 79 and therefore denies.

80. USAP admits that it measures surface roughness with a Starrett SR160 or SR300 Surface Roughness Tester. USAP denies all remaining allegations in paragraph 80.

81. USAP denies the allegations in paragraph 81.

82. USAP denies the allegations in paragraph 82.

83. To the extent this paragraph references and/or purports to restate the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 83.

84. USAP denies the allegations in paragraph 84.

85. USAP denies the allegations in paragraph 85.

86. USAP denies that all of Plaintiff's next generation paddles currently on the market are structurally and functionally identical to the base models approved by USAP in September 2023. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 86 and therefore denies.

87. USAP denies that it cut into the market version of the paddles with a taper. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 87 and therefore denies.

88. USAP denies that plaintiff's market-version paddles did not contain any more foam than the base models. All remaining allegations in paragraph 88 consist of conclusions and/or are argumentative, and no response is required. To the extent a response is required, USAP denies all remaining allegations in paragraph 88.

89. To the extent this paragraph references and/or purports to restate the contents of a May 30, 2024 letter sent by USAP to Plaintiff and attached to Plaintiff's petition as an exhibit, USAP responds that such document is the best evidence of its contents and speaks for itself. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document, USAP denies the allegations. USAP denies all remaining allegations in paragraph 89.

90. USAP denies the allegations in paragraph 90.

91. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiff manufactured over 150,000 paddles and therefore denies. All remaining allegations of this paragraph set forth legal conclusions and/or are argumentative, to which no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 91.

92. USAP denies the allegations in paragraph 92.

93. USAP denies the allegations in paragraph 93.

94. USAP denies that the foam in Plaintiff's paddles cannot be a "prohibited surface feature." USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 94 and therefore denies.

95. USAP does not assert that Plaintiff's paddles cannot contain foam at all, anywhere on the paddle. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 95 and therefore denies.

96. USAP denies the allegations in paragraph 96.

97. USAP denies the allegations in paragraph 97.

98. USAP denies the allegations in paragraph 98.

99. USAP denies the allegations in paragraph 99.

100. USAP denies the allegations in paragraph 100.

101. USAP denies the allegations in paragraph 101.

102. USAP denies the allegations in paragraph 102.

103. USAP denies the allegations in paragraph 103.

104. USAP denies the allegations in paragraph 104.

105. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 105 and therefore denies.

106. USAP denies the allegations in paragraph 106.

107. USAP denies the allegations in paragraph 107.

108. USAP denies that it made an arbitrary and capricious decision to fail Plaintiff's paddles in similarity testing. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 108 and therefore denies.

109. USAP denies that its rules are not interpreted consistently. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 109 and therefore denies.

110. USAP denies the allegations in paragraph 110.

111. USAP denies the allegations in paragraph 111.

112. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. All remaining allegations in this paragraph set forth legal conclusions and/or are argumentative, and no response is required. To the extent a response is required, USAP denies all remaining allegations in paragraph 112.

113. To the extent this paragraph references and/or purports to restate the contents of document(s) and/or communication(s) attached as an exhibit to Plaintiff's petition, USAP responds that such documents are the best evidence of their contents and speak for themselves. To the extent that Plaintiff's allegations do not accurately restate or reflect the contents of such document or documents, USAP denies the allegations. All remaining allegations in this paragraph set forth legal conclusions and/or are argumentative, and no response is required. To the extent a response is required, USAP denies all remaining allegations in paragraph 113.

114. USAP denies the allegations in paragraph 114.

115. USAP admits that it has approved paddles submitted by other manufacturers. USAP denies all remaining allegations in paragraph 115.

116. USAP denies the allegations in paragraph 116.

117. USAP denies the allegations in paragraph 117.

118. USAP denies the allegations in paragraph 118.

119. USAP denies changing its rules midstream. USAP denies targeting one manufacturer. USAP denies all remaining allegations in paragraph 119.

120. Paragraph 120 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

121. USAP denies the allegations in paragraph 121.

122. USAP denies the allegations in paragraph 122.

123. USAP denies the allegations in paragraph 123.

124. USAP denies decertifying any paddle at issue in this case. USAP lacks knowledge or information sufficient to form a belief as to all remaining allegations in paragraph 124 and therefore denies.

125. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 125 and therefore denies.

126. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 126 and therefore denies.

127. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 127 and therefore denies. USAP denies all remaining allegations in paragraph 127.

128. USAP denies the allegations in paragraph 128.

129. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 129 and therefore denies.

130. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 130 and therefore denies.

131. USAP denies the allegations in paragraph 131.

132. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 132 and therefore denies. USAP denies approving any paddle sold by Plaintiff at issue in this case. USAP denies rigging any similarity testing process against Plaintiff. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the third sentence of paragraph 132 and therefore denies. USAP denies the allegations in the fourth sentence of paragraph 132. All remaining allegations in paragraph 132 consist of legal conclusions and/or are argumentative and no response is required. To the extent a response is required, USAP denies all remaining allegations in paragraph 132.

133. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 133 and therefore denies.

134. USAP denies decertifying any paddle at issue in this case. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 134 and therefore denies.

135. USAP denies the allegations in paragraph 135.

COUNT 1
(Breach of Implied Contract)

136. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

137. USAP denies the allegations in paragraph 137.

138. USAP admits that Plaintiff paid USAP a fee to test pickleball paddles for compliance with USAP equipment standards. USAP denies all remaining allegations in paragraph 138.

139. USAP denies the allegations in paragraph 139.

140. USAP denies the allegations in paragraph 140.

141. USAP denies the allegations in paragraph 141.

142. USAP denies the allegations in paragraph 142.

143. Paragraph 143 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

144. Paragraph 144 sets forth legal conclusions to which no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 144 and therefore denies.

COUNT 2
(Tortious Interference with Contract)

145. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

146. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 146 and therefore denies.

147. USAP denies the allegations in paragraph 147.

148. USAP denies the allegations in paragraph 148.

149. USAP denies the allegations in paragraph 149.

150. USAP denies the allegations in paragraph 150.

151. USAP denies the allegations in paragraph 151.

152. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 152 and therefore denies.

153. Paragraph 153 sets forth legal conclusions to which no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 153 and therefore denies.

COUNT 3
(Tortious Interference with Prospective Business Relations)

154. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

155. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 155 and therefore denies.

156. USAP denies the allegations in paragraph 156.

157. USAP denies the allegations in paragraph 157.

158. USAP denies the allegations in paragraph 158.

159. USAP denies the allegations in paragraph 159.

160. USAP denies the allegations in paragraph 160.

161. USAP denies decertifying any paddle at issue in this case. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 161 and therefore denies.

162. Paragraph 162 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT 4
(Promissory Estoppel)

163. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

164. USAP denies the allegations in paragraph 164.

165. USAP denies the allegations in paragraph 165.

166. USAP denies the allegations in paragraph 166.

167. USAP denies the allegations in paragraph 167.

168. USAP denies that Plaintiff marketed for sale to the general public paddles that were substantially similar to base models approved in September 2023. USAP lacks knowledge or information sufficient to form a belief as to the allegation that Plaintiff manufactured nearly one hundred thousand paddles. The remaining allegations in paragraph 168 set forth legal conclusions to which no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 168.

169. USAP denies that it revoked certification for any paddle design at issue in this case. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 169 and therefore denies.

170. USAP denies that it refused to conduct unbiased similarity testing of the market versions of Plaintiff's paddles. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 170 and therefore denies.

171. Paragraph 171 sets forth legal conclusions to which no response is required. To the extent a response is required, USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 171 and therefore denies.

COUNT 5
(Negligent Misrepresentation)

172. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

173. Paragraph 173 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

174. Paragraph 174 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

175. USAP denies the allegations in paragraph 175.

176. Paragraph 176 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

177. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 177 and therefore denies.

COUNT 6
(Fraud)

178. USAP incorporates its answers to the allegations contained in the preceding paragraphs of Plaintiff's Complaint as if fully set forth herein.

179. USAP denies the allegations in paragraph 179

180. USAP denies the allegations in paragraph 180.

181. USAP denies the allegations in paragraph 181

182. USAP denies the allegations in paragraph 182.

183. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiff manufactured over 150,000 paddles and is in the midst of manufacturing 100,000 more. USAP denies making any representation that it conducted thorough testing of the paddles. USAP denies revoking certification of any paddle at issue in this case. The remaining allegations in paragraph 183 consist of legal conclusions to which no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 183.

184. USAP denies that Plaintiff was tricked. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiff has over 150,000 paddles that it cannot sell. The remaining allegations in paragraph 184 consist of legal conclusions to which no response is required. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 184.

185. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 185 and therefore denies.

186. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 186 and therefore denies.

187. This paragraph sets forth legal conclusions to which no response is required, to the extent response is required, denied.

WHEREFORE, Defendant respectfully requests that Plaintiff take nothing by its Complaint, that the Court enter judgment in favor of Defendant on all counts, and award Defendant any further relief deemed just and proper.

JURY TRIAL DEMANDED

Defendant USAP demands a jury trial of this matter.

AFFIRMATIVE DEFENSES

USAP's investigation in this matter is continuing. USAP asserts the following Affirmative Defenses based upon the limited information available and reserves the right to supplement these affirmative defenses as more information is revealed in discovery.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred and/or subject to reduction based on Plaintiff's own contributory negligence and/or comparative fault. By Plaintiff's own admission, Plaintiff

submitted incorrect paddles to USAP based on its own alleged “error” and failed to promptly correct that error instead of halting its production and distribution process. On information and belief, Plaintiff’s incorrect submission was due to Plaintiff’s own negligence, as well as Plaintiff’s failure to discover its own error.

SECOND AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred and/or subject to reduction based on Plaintiff’s failure to mitigate its damages, if any exist and are proven at trial. On information and belief, Plaintiff failed to take prompt corrective action to minimize its losses from the manufacturing and distribution of admittedly incorrect paddles before and after any announcement that those paddles were improperly certified.

THIRD AFFIRMATIVE DEFENSE

Plaintiff’s claims are barred by the doctrine of unclean hands. Plaintiff submitted paddles for approval that, according to Plaintiff, were incorrect versions of the paddles it intended to sell to the public. Plaintiff incorrectly represented to USAP, however, that the submitted paddles were the versions that would be sold to the public. That representation was incorrect, and legal responsibility for that incorrect representation rests solely with Plaintiff, who did not promptly notify USAP of the incorrect submission and began selling different paddles with USAP’s logo and a misstatement that USAP had “approved” the paddles.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff’s non-contract claims are barred by the economic-loss doctrine and/or because the relationship of Plaintiff to USAP is governed by a written contract.

WHEREFORE, Defendant respectfully requests that Plaintiff take nothing by its Complaint, that the Court enter judgment in favor of Defendant on all counts, and award Defendant any further relief deemed just and proper.

Dated: March 28, 2025

By: /s/ Philip D. Bartz

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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of March, 2025, a copy of the foregoing was served via the Court's electronic filing system on all counsel of record.

*/s/Philip D. Bartz*_____

Philip D. Bartz