

**UNITED STATES INTERNATIONAL TRADE COMMISSION  
WASHINGTON, DC**

In the Matter of  
CERTAIN PICKLEBALL PADDLES

Investigation No. 337-TA-

**COMPLAINT OF SPORT SQUAD, INC. D/B/A JOOLA UNDER SECTION 337 OF  
THE TARIFF ACT OF 1930, AS AMENDED**

**Complainant**

Sport Squad, Inc.  
d/b/a JOOLA  
915 Meeting Street,  
North Bethesda, Maryland  
20852  
USA  
Telephone: (301) 816-3060

**Counsel for Complainant**

Nicholas F. Lenning  
K&L Gates LLP  
925 Fourth Avenue, Suite 2900  
Seattle, Washington 98104  
Telephone: (206) 623-7580

Jason A. Engel  
Austin C. Holler  
Devdhi Kasana  
Kahlan E. Noel  
K&L Gates LLP  
70 W. Madison Street, Suite 3300  
Chicago, Illinois 60602  
Telephone: (312) 372-1121

Rachel Berman  
K&L Gates LLP  
10100 Santa Monica Blvd.,  
8th Floor  
Los Angeles, California 90067  
Telephone: (310) 552-5000

**Proposed Respondents**

Franklin Sports, Inc.  
17 Campanelli Parkway  
Stoughton, Massachusetts 02072  
USA  
Telephone: (781) 344-1111

Proton Sports, Inc.  
9048 East Bahia Drive  
Scottsdale, Arizona 85260  
USA  
Telephone: (480) 499-3500

Vegas Pickleball LLC d/b/a RPM Pickleball  
1075 Anchor Point  
Delray Beach, Florida 33444  
USA

Engage Pickleball, LLC  
4095 County Road 106  
Oxford, Florida 34484  
USA  
Telephone: (407) 630-8869

Friday Labs, LLC  
117 Bartlett Street  
San Francisco, California 94110  
USA  
Telephone: (707) 502-8255

Diadem Sports LLC  
200 Park Central Boulevard South  
Suite 1  
Pompano Beach, Florida 33064  
USA  
Telephone: (844) 434-2336

Facolospickleball LLC  
1500 North Grant Street  
Suite R  
Denver, Colorado 80203  
USA

Paddletek, LLC  
1990 South 11<sup>th</sup> Street  
Suite 44  
Niles, Michigan 49120  
USA  
Telephone: (866) 972-3353

ProXR, LLC  
406 N. Main Street  
Suite B  
Rolla, Missouri 65401  
Telephone: (314) 394-1495

All Racquet Sports, LLC  
251 Little Falls Drive  
Wilmington, Delaware 19808  
USA  
Telephone: (302) 636-5401

All For Padel S.L.  
Avenue del Tranvia 20  
Alcorcón, Spain 28925  
Telephone: +34 917376695

Volair C Corp., Inc.  
3005 South Lamar Boulevard  
Suite 109D  
Austin, Texas 78704  
USA  
Telephone: (805) 471-3336

**TABLE OF CONTENTS**

I. Introduction..... 10

II. The Parties ..... 12

    A. Complainant..... 12

    B. Proposed Respondents ..... 13

III. Background Information on the Products at Issue..... 15

IV. The Asserted Patent Rights..... 19

    A. U.S. Patent No. 12,465,826 (“’826 Patent”)..... 19

        1. Identification/Ownership by JOOLA of the ’826 Patent ..... 19

        2. Expiration of the ’826 Patent ..... 20

        3. Non-technical Description of the ’826 Patented Invention..... 20

        4. Foreign and Domestic Counterparts to the ’826 Patent ..... 22

    B. U.S. Patent No. 12,357,891 (“’891 Patent”)..... 23

        1. Identification/Ownership by JOOLA of the ’891 Patent ..... 23

        2. Expiration of the ’891 Patent ..... 24

        3. Non-technical Description of the ’891 Patented Invention..... 24

        4. Foreign and Domestic Counterparts to the ’891 Patent ..... 27

V. Specific Instances of Importation and Sale..... 27

VI. The Domestic Industry..... 30

    A. The Economic Prong..... 31

    B. The Technical Prong ..... 33

VII. Unlawful and Unfair Acts of Proposed Respondents ..... 33

    A. Franklin..... 34

B.	Proton.....	34
C.	RPM.....	34
D.	Engage.....	35
E.	Friday.....	35
F.	Diadem.....	35
G.	Facolos.....	36
H.	ProXR.....	36
I.	Paddletek.....	36
J.	The Adidas Respondents.....	36
K.	Volair.....	37
VIII.	Harmonized Tariff Schedule.....	37
IX.	Related Litigation.....	37
X.	License Agreements.....	37
XI.	Relief Requested.....	37

## TABLE OF EXHIBITS

Exhibit Number	Description
<b>Accused Product Claim Charts</b>	
1	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Franklin C45
2	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Proton Flamingo Series 3
3C	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the RPM Friction Pro
4C	Exemplary Claim Chart Comparing Claims 1 and 26 of the '891 Patent to the RPM Friction Pro
5	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Engage Alpha Pro
6C	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Friday Fever
7	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Diadem Edge BluCore
8	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Facolos EliteX
9	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the ProXR Jolt
10	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Paddletek Reserve
11	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the All Racquet Sports AdiPower Pro
12C	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to the Volair Shift
<b>Asserted Patents and Patent Assignment Exhibits</b>	
13	Copy of U.S. Patent No. 12,465,826 (“’826 Patent”)

14	Copy of Assignment Documents for the '826 Patent
15	Copy of U.S. Patent No. 12,357,891 (“’891 Patent”)
16	Copy of Assignment Documents for the '891 Patent
<b>Sale and Importation Exhibits</b>	
17C	Email Receipt for Franklin C45
18C	Email Receipt for Proton Flamingo Series 3
19C	Email Receipt for RPM Friction Pro
20C	Email Receipt for Engage Alpha Pro
21C	Email Receipt for Friday Fever
22C	Email Receipt for Diadem Edge BluCore
23C	Email Receipt for Facolos EliteX
24C	Email Receipt for ProXR Jolt
25C	Email Receipt for Paddletek Reserve
26C	Email Receipt for All Racquet Sports AdiPower Pro
27C	Email Receipt for Volair Shift
<b>Domestic Industry Exhibits</b>	
28(C)	Confidential Declaration of Richard Lee

29(C)	Confidential Declaration of Gordon Kaye
30(C)	Confidential Declaration of Richard Rosoff
31	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to Perseus Pro IV
32	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to Perseus Pro V
33	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to Perseus Mod TA-15
34	Exemplary Claim Chart Comparing Claim 1 of the '826 Patent to Perseus 3S Dual
35	Exemplary Claim Chart Comparing Claim 1 of the '891 Patent to Perseus Pro IV
36(C)	JOOLA Employee List 2025
37(C)	JOOLA Income Statement Reports 2022-2025

**PHYSICAL EXHIBITS\***

\*Physical exhibits can be made available for inspection upon request.

## PUBLIC APPENDICES

<b>Public Appendix</b>	<b>Description</b>
A	Copy of Prosecution History for the '826 Patent
B	Each Patent and Applicable Pages of each Technical Reference mentioned in the Prosecution of the '826 Patent
C	Copy of Prosecution History for the '891 Patent
D	Each Patent and Applicable Pages of each Technical Reference mentioned in the Prosecution of the '891 Patent

## **I. Introduction**

1. Sport Squad, Inc. d/b/a JOOLA (hereinafter “JOOLA” or “Complainant”) requests the United States International Trade Commission (“the Commission” or “ITC”) institute an investigation into violations of Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337 (“Section 337”) against Proposed Respondents Franklin Sports, Inc. (“Franklin”), Proton Sports, Inc. (“Proton”), Vegas Pickleball LLC (d/b/a RPM Pickleball) (“RPM”), Engage Pickleball, LLC (“Engage”), Friday Labs, LLC (“Friday”), Diadem Sports LLC (“Diadem”), Facolospickleball LLC (“Facolos”), Paddletek, LLC (“Paddletek”), ProXR, LLC (“ProXR”), All Racquet Sports LLC (“All Racquet Sports”), All For Padel S.L. (“All For Padel”), and Volair C Corp., Inc. (“Volair”) (collectively “Proposed Respondents”).

2. JOOLA’s success is defined by innovation and ideas. Since launching its pickleball brand in 2022—after more than 60 years of leading the professional table tennis market—JOOLA has invested heavily in developing, testing, and releasing revolutionary new designs and technologies for pickleball paddles. That investment and improved performance quickly led to the adoption of JOOLA’s patent-protected propulsion core technology as the gold standard for professional and recreational pickleball players alike. JOOLA invested significant time, effort, and money in bringing this technology from the garage of JOOLA’s CEO, Richard Lee, to the marketplace. That technology now defines the category of high performance pickleball paddles and shapes how players at every level experience the game.

3. The Proposed Respondents have taken advantage of JOOLA’s investment and innovation. Rather than invest in developing their own designs and technology, the Proposed Respondents have copied JOOLA’s technology and infringed its patents. JOOLA brings this Complaint, and asks the Commission to institute an investigation, to protect its hard-won

intellectual property and to promote original engineering and creativity in the pickleball industry.

4. The Proposed Respondents have engaged in violations of 19 U.S.C. § 1337(a)(1)(B) through the unlicensed importation into the United States, the sale for importation, and/or the sale within the United States after importation of certain pickleball paddles (the “Infringing Products”) that infringe one or more claims of No. 12,465,826 (the “’826 Patent”); and/or U.S. Patent No. 12,357,891 (the “’891 Patent”) (collectively “Asserted Patents”).<sup>1</sup>

5. A summary of the Proposed Respondents and corresponding allegations of patent infringement is shown below:

<b>Proposed Respondent</b>	<b>’826 Patent Claims</b>	<b>’891 Patent Claims</b>
Franklin	Independent claim 1 and dependent claims 2–16 and 18–20	
Proton	Independent claim 1 and dependent claims 2–16 and 18–20	
RPM	Independent claim 1 and dependent claims 2–16 and 18–20	Independent claims 1 and 26, and dependent claims 2–25 and 27–29
Engage	Independent claim 1 and dependent claims 2–16 and 18–20	
Friday	Independent claim 1 and dependent claims 2–16 and 18–20	
Diadem	Independent claim 1 and dependent claims 2–16 and 18–20	
Facolos	Independent claim 1 and dependent claims 2–16 and 18–20	
ProXR	Independent claim 1 and dependent claims 2–16 and 18–20	
Paddletek	Independent claim 1 and dependent claims 2–16 and 18–20	
All Racquet Sports	Independent claim 1 and dependent claims 2–16 and 18–20	

<sup>1</sup> Copies of the Asserted Patents accompany this Complaint as Exhibits 13 and 15. Certified copies of the patents, assignments and prosecution histories at issue have been requested from the USPTO and will be provided to the Commission upon receipt.

Volair	Independent claim 1 and dependent claims 2–12, 14–16, and 18–20	
--------	---	--

6. A domestic industry under 19 U.S.C. § 1337(a)(2), as defined by § 1337(a)(3)(A)–(C), exists in the United States as a result of Complainant’s significant investments and expected investments in plant, equipment, labor, and capital with respect to articles protected by the Asserted Patents and substantial investment and expected investment in the Asserted Patents’ exploitation, including research and development. Complainant has a domestic industry under Section 337(a)(3)(A)–(C) through Complainant’s investments in plant, equipment, labor, capital, and exploitation of pickleball paddles protected by the Asserted Patents (herein after “D.I. Products”).

7. Proposed Respondents’ unfair acts in violation of Section 337(a)(1)(B) have substantially injured, and/or continue to threaten to substantially injure, Complainant’s domestic industry.

8. Complainant seeks relief in the form of limited exclusion orders excluding the Accused Products from entry into the United States. Complainant further seeks cease and desist orders halting Proposed Respondents from conducting any of the following activities in the United States: manufacturing and selling for import, importing, selling after importation, marketing, advertising, distributing, transferring, or soliciting U.S. agents or distributors for pickleball paddles that infringe the one or more claims of the Asserted Patents.

**II. The Parties**

**A. Complainant**

9. Complainant JOOLA is the industry leader in the manufacture and marketing of pickleball paddles. The JOOLA brand was established in Germany in 1952, focused on table tennis, and JOOLA has long dominated the professional table tennis scene in the United States. In 2019, Sport Squad, Inc., then the US-based distributor and licensee of the JOOLA brand for the

North American and Brazilian markets, among others, acquired JOOLA Tischtennis GmbH. Sport Squad, Inc. is now the parent company of the JOOLA corporate family and does business as JOOLA. Sport Squad, Inc. was established in 2006 and has always been based in Maryland (originally Rockville, and now North Bethesda).

10. In 2022, JOOLA launched JOOLA Pickleball and rapidly became the industry leader in pickleball paddles with its revolutionary designs and technology. Competitors promptly copied JOOLA's designs and technology, particularly following the release of JOOLA's Gen 3 and Pro IV paddles. JOOLA has spent years investing in the research, development, and rigorous testing behind its propulsion core technology, which is protected by the Asserted Patents. JOOLA's patent-protected innovation has become the performance standard in competitive pickleball.

11. Complainant JOOLA is headquartered at 915 Meeting Street, North Bethesda, Maryland 20852. It is the owner by assignment of the Asserted Patents and all rights associated with these patents, including the right to exclude and enforce.

#### **B. Proposed Respondents**

12. Proposed Respondent Franklin Sports, Inc. ("Franklin") is a Delaware corporation with its principal place of business at 17 Campanelli Parkway, Stoughton, Massachusetts 02072. Franklin designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Franklin Accused Products. *See Ex. 1.*

13. Proposed Respondent Proton Sports, Inc. ("Proton") is an Arizona corporation with a principal place of business at 9048 East Bahia Drive, Scottsdale, Arizona 85260. Proton designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Proton Accused Products. *See Ex. 2.*

14. Proposed Respondent Vegas Pickleball LLC d/b/a RPM Pickleball ("RPM") is a

Florida corporation with a principal place of business at 1075 Anchor Point, Delray Beach, Florida 33444. RPM designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the RPM Accused Products. *See* Exs. 3, 4.

15. Proposed Respondent Engage Pickleball, LLC (“Engage”) is a Delaware corporation with a principal place of business at 4095 County Road 106, Oxford, Florida 34484. Engage designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Engage Accused Products. *See* Ex. 5.

16. Proposed Respondent Friday Labs, LLC (“Friday”) is a California corporation with a principal place of business at 117 Bartlett Street, San Francisco, California 94110. Friday designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Friday Accused Products. *See* Ex. 6.

17. Proposed Respondent Diadem Sports, LLC (“Diadem”) is a Florida corporation with a principal place of business at 200 Park Central Blvd South, Suite 1, Pompano Beach, Florida 33064. Diadem designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Diadem Accused Products and sells the Diadem Accused Products. *See* Ex. 7.

18. Proposed Respondent Facolospickleball LLC (“Facolos”) is a Colorado corporation with a principal place of business at 1500 North Grant Street, Suite R, Denver, Colorado 80203. Facolos designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Facolos Accused Products. *See* Ex. 8.

19. Proposed Respondent ProXR, LLC (“ProXR”) is a Missouri corporation with a registered address at 406 N. Main Street, Suite B, Rolla, Missouri 65401, and a principal place of business at 1000 Camera Avenue, Unit E, St. Louis, Missouri 63126. ProXR designs, imports into

the United States, sells for importation into the United States, and/or sells after importation into the United States the ProXR Accused Products. *See* Ex. 9.

20. Proposed Respondent Paddletek, LLC (“Paddletek”) is a Michigan corporation with a principal place of business at 1990 South 11<sup>th</sup> Street, Suite 44, Niles, Michigan 49120. Paddletek designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Paddletek Accused Products. *See* Ex. 10.

21. Proposed Respondent All Racquet Sports LLC (“All Racquet Sports”) is a Delaware corporation with a registered address at 251 Little Falls Drive, Wilmington, Delaware 19808. Proposed Respondent All For Padel S.L. (“All For Padel”) is the parent entity of All Racquet Sports (All Racquet Sports and All For Padel together “Adidas Respondents”). All For Padel is the official Adidas licensee for pickleball and sells Adidas branded pickleball paddles. All Racquet Sports, All For Padel’s U.S. subsidiary, is the official distributor and licensee of Adidas for pickleball. Together, the Adidas Respondents design, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Adidas Accused Products. *See* Ex. 11.

22. Proposed Respondent Volair C Corp., Inc. (“Volair”) is a Texas corporation with a principal place of business at 3005 South Lamar Blvd., Suite 109D, Austin, Texas 78704. Volair designs, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States the Volair Accused Products. *See* Ex. 12.

23. Each and every Proposed Respondent designs, sells for importation, imports, and/or sells pickleball paddles that infringe one or more of the Asserted Claims of the Asserted Patents.

### **III. Background Information on the Products at Issue**

24. The Asserted Patents, described in more detail below, reflect Complainant’s research

and investment in pickleball paddle technology.

25. Pursuant to Commission Rules 210.10(b)(1) and 210.12(a)(12), Complainant states the Accused Products are pickleball paddles with a core, comprised of foam or other material, and various filler material(s). Proposed Respondents' pickleball paddles infringe the Asserted Patents by copying the unique and innovative features of Complainant's D.I. Products.

26. Complainant's D.I. Products for the '826 patent (the "'826 Patent D.I. Products") include:

- Perseus Pro IV 16mm
- Perseus Pro IV 14mm
- Scorpeus Pro IV 16mm
- Scorpeus Pro IV 14mm
- Hyperion Pro IV 16mm
- Hyperion Pro IV 14mm
- Magnus Pro IV 16mm
- Magnus Pro IV 14mm
- Agassi Pro 16mm
- Agassi Pro 14mm
- Graf Pro 16mm
- Perseus 3S 16mm
- Perseus 3S 14mm
- Scorpeus 3S 16mm
- Scorpeus 3S 14mm
- Hyperion 3S 16mm

- Hyperion 3S 14mm
- Magnus 3S 16mm
- Magnus 3S 14mm
- Perseus Mod TA-15 16mm
- Perseus Mod TA-15 14mm
- Perseus 3S Dual 16mm
- Perseus 3S Dual 14mm
- Scorpeus 3S Dual 14mm
- Hyperion 3S Dual 16mm
- Magnus 3S Dual 14mm
- Agassi Pro V 14mm
- Agassi Pro V 16mm
- Graf Pro V 16mm
- Hyperion Pro V 16mm
- Hyperion Pro V 14mm
- Kosmos Pro V 16mm
- Kosmos Pro V 14mm
- Perseus Pro V 16mm
- Perseus Pro V 14mm
- Scorpeus Pro V 16mm
- Scorpeus Pro V 14mm

*See* Ex. 28(C) at ¶ 11.

27. Complainant’s D.I. Products for the ’891 patent (the “’891 Patent D.I. Products”)

include:

- Perseus Pro IV 16mm
- Perseus Pro IV 14mm
- Scorpeus Pro IV 16mm
- Scorpeus Pro IV 14mm
- Hyperion Pro IV 16mm
- Hyperion Pro IV 14mm
- Magnus Pro IV 16mm
- Magnus Pro IV 14mm
- Agassi Pro 16mm
- Agassi Pro 14mm
- Graf Pro 16mm

*See Ex. 28(C) at ¶ 13.*

28. The D.I. Products are sold to meet the needs of professional and amateur pickleball athletes in the United States.

29. The D.I. Products share many innovative characteristics. The D.I. Products depicted in the D.I. claim charts are exemplary of Complainant's D.I. Products that practice the specified claim elements because the pertinent structures practicing the asserted claim elements are present and, in each instance, the same.

30. For the '826 Patent D.I. Products, the Perseus Pro IV 16mm is representative of the Perseus Pro IV 14mm, Scorpeus Pro IV 16mm, Scorpeus Pro IV 14mm, Hyperion Pro IV 16mm, Hyperion Pro IV 14mm, Magnus Pro IV 16mm, Magnus Pro IV 14mm, Agassi Pro 16mm, Agassi Pro 14mm, and Graf Pro 16mm (all together, the "Pro IV D.I. Products").

31. For the '826 Patent D.I. Products, the Perseus Pro V 16mm is representative of the Perseus Pro V 14mm, Agassi Pro V 16mm, Agassi Pro V 14mm, Graf Pro V 16mm, Hyperion Pro V 16mm, Hyperion Pro V 14mm, Kosmos Pro V 16mm, Kosmos Pro V 14mm, Scorpeus Pro V 16mm, and Scorpeus Pro V 14mm (all together, the "Pro V D.I. Products").

32. For the '826 Patent D.I. Products, the Perseus Mod TA-15 16mm is representative of the Perseus Mod TA-15 14mm (all together, the "Mod TA-15 D.I. Products").

33. For the '826 Patent D.I. Products, the Perseus 3S Dual 16mm is representative of the Perseus 3S Dual 14mm, Perseus 3S 16mm, Perseus 3S 14mm, Scorpeus 3S 16mm, Scorpeus 3S 14mm, Hyperion 3S 16mm, Hyperion 3S 14mm, Magnus 3S 16mm, Magnus 3S 14mm, Scorpeus 3S Dual 14mm, Hyperion 3S Dual 16mm, and Magnus 3S Dual 14mm (all together, the "Gen 3 D.I. Products").

34. Collectively, the Perseus Pro IV, Perseus Pro V, Perseus Mod TA-15, and Perseus 3S Dual are the "'826 Patent Representative D.I. Products."

35. For the '891 Patent D.I. Products, the Perseus Pro IV is representative of the Scorpeus Pro IV 16mm, Scorpeus Pro IV 14mm, Hyperion Pro IV 16mm, Hyperion Pro IV 14mm, Magnus Pro IV 16mm, Magnus Pro IV 14mm, Agassi Pro 16mm, Agassi Pro 14mm, and Graf Pro 16mm (again, all together, the "Pro IV D.I. Products").

36. The Perseus Pro IV is the "'891 Patent Representative D.I. Product."

#### **IV. The Asserted Patent Rights**

##### **A. U.S. Patent No. 12,465,826 ("'826 Patent")**

##### **1. Identification/Ownership by JOOLA of the '826 Patent**

37. The '826 patent is valid, enforceable and currently in full force and effect. A copy of the '826 patent is attached hereto as Ex. 13.

38. The '826 patent, entitled "Game Paddle," issued on November 11, 2025 from U.S. Patent Application Serial No. 19/027,621, which was filed on January 17, 2025.

39. Complainant JOOLA owns by assignment the entire right, title, and interest to the Asserted Patent. Copies of the assignments for the '826 patent are attached hereto as Ex. 14. A copy of the prosecution history for the '826 patent are attached hereto as Appendix A. Copies of the technical references for the '826 patent are attached hereto as Appendix B. The '826 Patent is subject to a security interest by JPMorgan Chase Bank, N.A. as collateral. All rights associated with the '826 Patent, including the rights to exclude and enforce, remain with Complainant JOOLA. *See* Exhibit 14, Reel: 072205, Frame: 0725, Section 2.

## **2. Expiration of the '826 Patent**

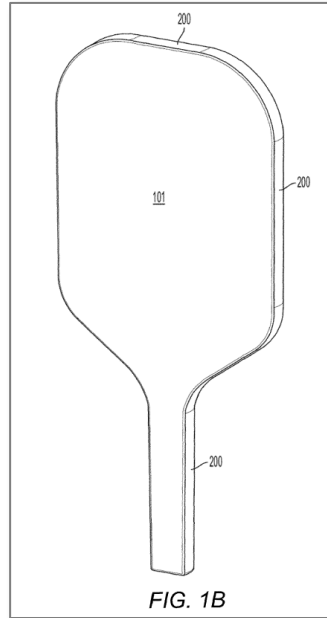
40. The '826 patent expires November 13, 2043.

## **3. Non-technical Description of the '826 Patented Invention**

41. The '826 patent describes a solid sports paddle, such as a pickleball paddle, and methods of manufacturing it with internal structures designed to affect the paddle's feel and performance during play. The specification explains that "a paddle can be used to play games like pickleball, racquetball, paddleball, etc." and that the paddle is "solid, meaning that it is not made of string with holes between the string (such as a tennis racket)." '826 Patent, 3:1-4.

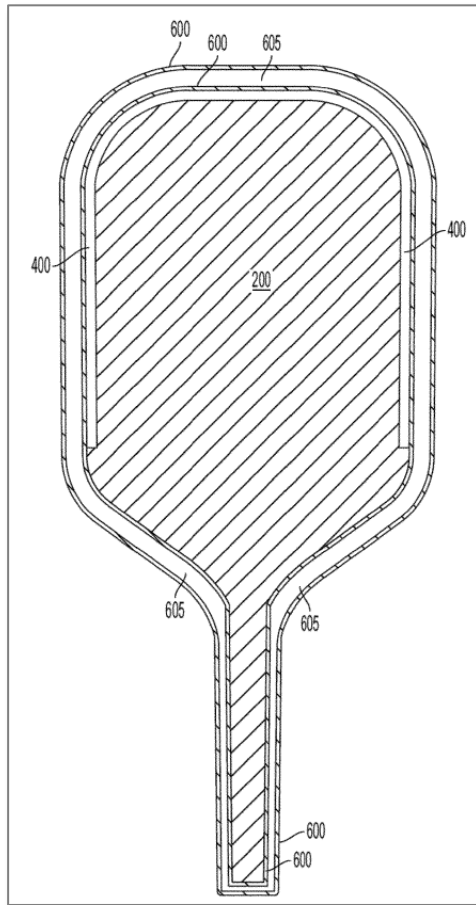
42. The paddle generally includes outer striking surfaces and an internal core structure arranged in layers. As the specification states, "the paddle has a front and back surface and a core on the inside, in a 'sandwich structure.'" *Id.* 3:10-12. The outer surfaces can be made from composite materials, such as layers of carbon or glass fibers, while the internal core can be made from lightweight structural materials, including "any open-cell structure or lattice (e.g., honeycomb)" made of materials such as polypropylene, aluminum, or other synthetic or natural

materials. *Id.* 3:12-17.



'826 Patent, Fig. 1B

43. The invention modifies this basic paddle construction by removing/omitting portions of the internal core and replacing them with other materials. The specification explains that the manufacturing process may “core out (remove) a portion of the core,” thereby creating an internal “gap” within the paddle. *Id.* 3:20-23. After the gap is created, the space can be filled with another material. For example, the patent describes inserting “a first filler (e.g., foam) to fill in the cored out portion (gap) of the core.” *Id.* 3:25-28. The first filler can be made from a single material or a combination of at least two different materials. The filler material can vary and may include foam, polymeric materials, elastomers, rubber, or similar materials, and the filler can be continuous around the paddle or located in particular regions depending on the design. According to the specification, incorporating filler material in this way can influence how the paddle behaves during play, because “the filler can serve to increase power, soften feel and reduce vibration.” *Id.* 3:6-7.



'826 Patent, Fig. 7D

44. The paddle may also include a frame structure positioned around the edge of the paddle. The specification explains that the manufacturing process can “wrap a frame (such as a carbon frame) around the perimeter of the entire paddle.” '826 Patent, 3:30-34. Through these internal modifications, including removing portions of the core, adding filler materials, and adding a filled frame around the paddle, the patent describes paddles designed to alter characteristics such as vibration, feel, and overall playing performance.

#### 4. Foreign and Domestic Counterparts to the '826 Patent

45. A list of each domestic patent, foreign patent, domestic patent application (not already issued as a patent), foreign patent application (not already issued as a patent) and each



'891 patent. Copies of the assignments for the '891 patent are attached hereto as Ex. 16. A copy of the prosecution history for the '891 patent are attached hereto as Appendix C. Copies of the technical references for the '891 patent are attached hereto as Appendix D.

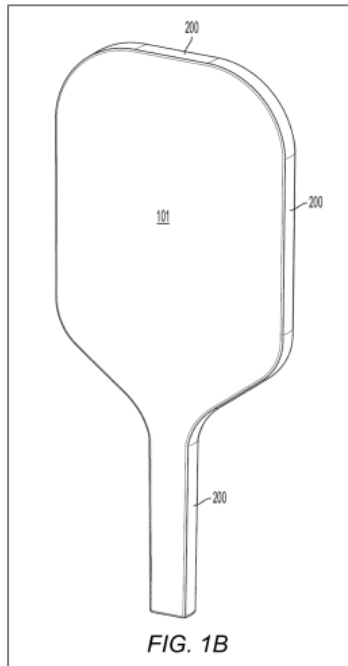
## **2. Expiration of the '891 Patent**

49. The '891 patent expires November 13, 2043.

## **3. Non-technical Description of the '891 Patented Invention**

50. The '891 patent describes a solid sports paddle, such as a pickleball paddle, and methods of manufacturing it with internal structures designed to affect the paddle's feel and performance during play, and the durability of the paddle. The specification explains that "a paddle can be used to play games like pickleball, racquetball, paddleball, etc." and that the paddle is "solid, meaning that it is not made of string with holes between the string (such as a tennis racket)." '891 Patent, 6:54-67.

51. The paddle generally includes outer striking surfaces and an internal core structure arranged in layers. As the specification states, "the paddle has a front and back surface and a core on the inside, in a 'sandwich structure.'" *Id.* 6:63-65. The outer surfaces can be made from a variety of materials, such as layers of carbon, glass, or other fibers, while the internal core can be made from various structural materials, including "any open-cell structure and/or lattice (e.g., honeycomb)" made of materials such as polypropylene, aluminum, or other synthetic or natural materials. *Id.* 6:65-7:5.

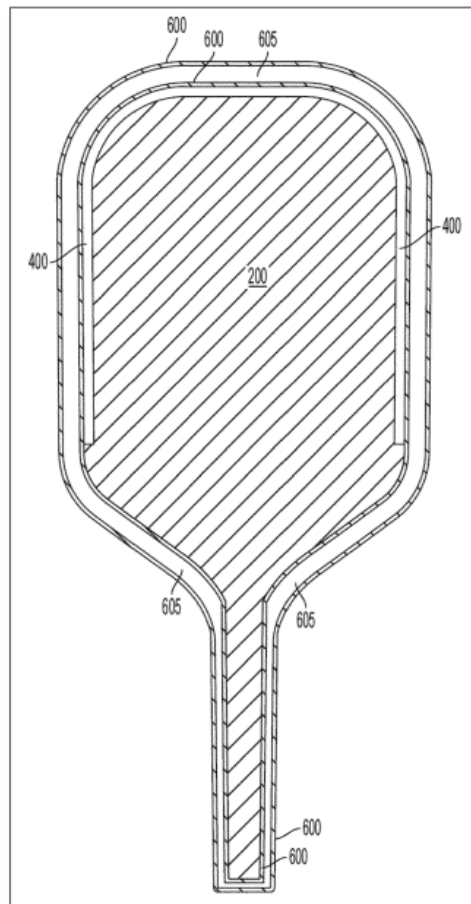


'891 Patent, Fig. 1B

52. The invention modifies this basic paddle construction by removing portions of the internal core and replacing them with other materials. The specification explains that the manufacturing process may “core out (remove) a portion of the core,” thereby creating an internal “gap” within the paddle. *Id.* 7:6-8. The paddle comprises at least two gaps in the core. After the gaps are created, the space can be filled with another material. For example, the patent describes inserting “a first filler (e.g., foam) to fill in the cored out portion (gap) of the core,” or alternatively, the “cored out portion (gap) can be left hollow.” *Id.* 7:11-14. The fillers can be made from a single material or a combination of at least two different materials. *Id.* 7:16-24. The filler material can vary and may include foam, polymeric materials, elastomers, rubber, or similar materials, and the filler can be continuous around the paddle or located in particular regions depending on the design. *Id.* 8:57-60, 9:25-27.

53. According to the specification, the fillers can “provide vibration dampening” and

“otherwise affect performance, comfort, and enjoyment,” such as by serving to “increase power, soften feel and reduce vibration.” *Id.* 6:39-44, 57-60.



'891 Patent, Fig. 7D

54. The paddle may also include a frame structure positioned around the edge of the paddle. The specification explains that the manufacturing process can “wrap a frame (such as a carbon frame) around the perimeter of the entire paddle.” *Id.* 7:17-19. This frame can be hollow, “an airtight hollow cuboid structure” that contains a second filler with additional material, such as foam, or can be “a solid material wrapped around the perimeter” of the paddle. *Id.* 7:19-25. Through these internal modifications, including removing portions of the core, adding filler materials, and optionally adding a filled frame around the paddle, the patent describes paddles



3 pickleball paddle, from Proton Sports on November 28, 2025 and this product was shipped to the United States. *See* Ex. 18. The labeling of the Proton accused paddle presented in the corresponding claim chart exhibits identify China as the location of manufacture. *See* Ex. 2.

58. Complainant purchased an RPM Accused Product, specifically a Friction Pro pickleball paddle, from RPM on November 26, 2025 and this product was shipped to the United States. *See* Ex. 19. The RPM Accused Product was not labeled with its manufacturing origin. But John Kew, who has designed RPM pickleball paddles, stated in a YouTube video dated February 20, 2026, that “James’ [Ignatowich, the co-founder and CEO of RPM Pickleball] factory is in China and it’s the same factory I visited while I was there by coincidence, so I know the internal workings of that factory.” *See* Exs. 3, 4. In the official description of the video, the designer states “In this video, I break down the full development process behind the RPM Q2, including: . . . [w]hat it was like working directly with a factory in Shenzhen.” *See* Exs. 3, 4. Additionally, public reports have stated RPM CEO “James Ignatowich is moving to China to oversee RPM paddle manufacturing.” *See* Exs. 3, 4. Next, RPM posted a comment on Instagram stating “James and Marwan, our two co-founders, are in China personally overseeing our production, as RPM Pickleball is dedicated to delivering you the edge you deserve.” *See* Exs. 3, 4. Finally, RPM’s customer support team contacted through RPM’s website, confirmed “[a]ll of our paddles are currently manufactured in China.” *See* Exs. 3, 4.

59. Complainant purchased an Engage Accused Product, specifically a Pursuit Alpha Pro pickleball paddle, from Engage on November 28, 2025 and this product was shipped to the United States. *See* Ex. 20. The Engage Accused Product was not labeled with its manufacturing origin, but publicly available resources confirm Engage manufactures its pickleball paddles in China. Specifically, in an interview published January 14, 2026, Robert Elliot, the founder and

CEO of Engage, admitted that Engage moved its manufacturing overseas in 2025 and stated “The long story short is that China caught up, and they started making good paddles overseas using technology that you can’t do in the U.S. If I could do it over, I would have switched over to thermoform technology about a year earlier. We were really committed to being made in the USA, and we stretched it as long as we could, but we had to adapt.” *See* Ex. 5. In addition, Pickleball Central, an authorized online retailer, identifies the Pursuit Alpha Pro as “Made in China.” *See id.*

60. Complainant purchased a Friday Accused Product, specifically a Friday Fever 102 paddle, from Friday on February 2, 2026 and this product was shipped to the United States. *See* Ex. 21. The Friday Accused Product was not labeled with its manufacturing origin, but Pickleball Central, an authorized online retailer, identifies the Friday Fever 102 as “Made in China.” *See* Ex. 6. Friday’s customer support, contacted through Friday’s website, also confirmed that its paddles “are made in China.” *See id.* A video produced by Friday, featuring the founders and owners of Friday, shows co-founder Isaac McDonald walking through a factory in Asia and explaining Friday’s production process. *See id.* A segment of the video is titled “Isaac in Asia,” wherein he explains “we flew halfway across the world,” and behind him in various points in the video are posters and factory maps written in Chinese. *Id.*

61. Complainant purchased a Diadem Accused Product, specifically an Edge BluCore pickleball paddle, from Diadem on November 28, 2025 and this product was shipped to the United States. *See* Ex. 22. The label of the Diadem accused paddle presented in the attached claim chart exhibit identifies China as the location of manufacture. *See* Ex. 7.

62. Complainant purchased a Facolos Accused Product, specifically an EliteX pickleball paddle, from Facolos on March 6, 2026 and this product was shipped to the United States. *See* Ex. 23. The label of the Facolos accused paddle presented in the attached claim chart

exhibit identifies China as the location of manufacture. *See* Ex. 8.

63. Complainant purchased a ProXR Accused Product, specifically a ProXR Signature Jolt pickleball paddle, from ProXR on November 28, 2025 and this product was shipped to the United States. *See* Ex. 24. The label of the ProXR accused paddle presented in the attached claim chart exhibit identifies China as the location of manufacture. *See* Ex. 9.

64. Complainant purchased a Paddletek Accused Product, specifically a Paddletek Reserve pickleball paddle, from Paddletek on January 27, 2026 and this product was shipped to the United States. *See* Ex. 25. The label of the Paddletek accused paddle presented in the attached claim chart exhibit identifies China as the location of manufacture. *See* Ex. 10.

65. Complainant purchased an Adidas Accused Product, specifically an Adidas AdiPower Pro pickleball paddle, from All Racquet Sports on December 1, 2025 and this product was shipped to the United States. *See* Ex. 26. The label of the Adidas Accused Product presented in the attached claim chart exhibit identifies China as the location of manufacture. *See* Ex. 11.

66. Complainant purchased a Volair Accused Product, specifically a Volair Shift pickleball paddle, from Volair on February 4, 2026 and this product was shipped to the United States. *See* Ex. 27. The Volair Accused Product was not labeled with its manufacturing origin. However, Volair customer support confirmed via email “Our paddles are manufactured in China, where we work with trusted partners to ensure high-quality production standards.” *See* Ex. 12. Dick’s Sporting Goods, an authorized online retailer, identifies Volair pickleball paddles as “Country of Origin: Imported.” *See id.*

## **VI. The Domestic Industry**

67. A domestic industry exists as defined by 19 U.S.C. §§ 1337(a)(2)-(3) as a result of Complainant’s continuum of significant investment in plant and equipment, significant employment

of labor and capital, and substantial investment in the exploitation of the Asserted Patents, including during the prosecution of the Asserted Patents. *See InterDigital Commc'ns, LLC v. Int'l Trade Comm'n*, 707 F.3d 1295, 1299 (Fed. Cir. 2013) (“The record also reveals substantial investment by InterDigital in the research and development that led to the patents in suit.”).

**A. The Economic Prong**

68. A domestic industry exists as defined by 19 U.S.C. §§ 1337(a)(2)-(3) as a result of Complainant’s significant investment in plant and equipment, significant employment of labor and capital, and substantial investment in the exploitation of the Asserted Patents.

69. JOOLA has made and continues to make significant investments in plant and equipment directed to the D.I. Products in the United States. Those investments in plant and equipment are dedicated to research, design, development, product support, testing, sales, marketing, distribution, logistics, and various customer support activities focused on the D.I. Products. *See Ex. 30 at ¶¶ 12-19.*

70. First, JOOLA has invested significantly in plant and equipment for the D.I. Products in the United States under sub-prong (A). JOOLA maintains two primary locations in the United States and recently moved both headquarters and warehousing to increase square footage. These locations house almost all US employees and a significant percentage of JOOLA’s total employees. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See Ex. 30 at ¶¶ 10-16.*

71. [REDACTED]

[REDACTED]

[REDACTED]. See Ex. 30 at ¶¶ 14, 18-19.

72. JOOLA also has made, and continues to make, significant investments in labor and capital directed to the D.I. Products in the United States under sub-prong (B). JOOLA invests in research, design, development, product support, testing, sales, marketing, distribution, logistics, and various customer support activities focused on the D.I. Products in the United States. See Ex. 28 at ¶¶ 29-31, 33-35; Ex. 29 at ¶¶ 10-26.

73. [REDACTED]

[REDACTED]. Additionally, JOOLA's CEO, Richard Lee, directly oversees JOOLA's research and development team. See Ex. 28 at ¶¶ 22-23, 27, 32 and Ex. 29 at ¶¶ 11, 14, 19.

74. [REDACTED]

[REDACTED]. See Ex. 28 at ¶¶ 36-37 and Ex. 29 at ¶¶ 26-27.

75. JOOLA further engages in exploitation of the Asserted Patents through its substantial domestic investments in research, design, and development tied to the claimed technology implemented in the Asserted Patents. See Ex. 28 at ¶¶ 19, 21, 26, 33-34. These activities have occurred in the past and are ongoing with respect to prior and current versions of the D.I. Products [REDACTED]. *Id.*

76. As stated above, JOOLA's CEO directly oversees the process of research and development at JOOLA. JOOLA also undertakes extensive design, development, and engineering for the D.I. Products through their product development team. [REDACTED]

[REDACTED]  
[REDACTED]. See Ex. 28 at ¶¶ 23, 27, 36-37.

77. In addition to the existing domestic industry, a domestic industry in new products that practice the Asserted Patents in the United States is in the process of being established under 19 U.S.C. § 1337(a)(3)(A), (B), and/or (C). Specifically, JOOLA recently launched its Pro V pickleball paddles which practice the '826 Patent. [REDACTED]

[REDACTED]. See Ex. 28 at ¶ 38.

78. [REDACTED]  
[REDACTED]. See Ex. 28 at ¶¶ 14, 19, 21, 35. [REDACTED]

[REDACTED] *Id.*

**B. The Technical Prong**

79. Claim charts demonstrating the '826 Patent Representative D.I. Products practice at least independent claim 1 of the '826 patent is attached. See Exs. 31-34.

80. A claim chart demonstrating the '891 Patent Representative D.I. Product practices at least independent claims 1 and 26 of the '891 patent is attached. See Ex. 35.

**VII. Unlawful and Unfair Acts of Proposed Respondents**

81. As set forth herein and below, each Proposed Respondent has engaged in unlawful and unfair acts in violation of Section 337 through the sale for importation into the United States,

the importation into the United States, and/or the sale within the United States after importation of the accused pickleball paddles that infringe, directly or indirectly, literally or under the doctrine of equivalents, at least the Asserted Claims of the Asserted Patents.

82. Discovery may reveal additional infringing products that are manufactured and sold for importation into the United States, imported (directly or indirectly) into the United States, sold for importation into the United States, and/or sold after importation into the United States by Proposed Respondents.

**A. Franklin**

83. Franklin infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Franklin Accused Products, selling the Franklin Accused Products for importation, and/or selling the Franklin Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Franklin Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 1.

**B. Proton**

84. Proton infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Proton Accused Products, selling the Proton Accused Products for importation, and/or selling the Proton Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Proton Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 2.

**C. RPM**

85. RPM infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent and claims 1 and 26 of the '891 patent by importing the RPM Accused Products,

selling the RPM Accused Products for importation, and/or selling the RPM Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), claim charts demonstrating how the RPM Accused Products infringe independent claim 1 of the '826 patent and independent claims 1 and 26 of the '891 patent are attached as Exhibit 3 and 4.

**D. Engage**

86. Engage infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Engage Accused Products, selling the Engage Accused Products for importation, and/or selling the Engage Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Engage Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 5.

**E. Friday**

87. Friday infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Friday Accused Products, selling the Friday Accused Products for importation, and/or selling the Friday Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Friday Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 6.

**F. Diadem**

88. Diadem infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Diadem Accused Products, selling the Diadem Accused Products for importation, and/or selling the Diadem Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Diadem Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 7.

**G. Facolos**

89. Facolos infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Facolos Accused Products, selling the Facolos Accused Products for importation, and/or selling the Facolos Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Facolos Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 8.

**H. ProXR**

90. ProXR infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the ProXR Accused Products, selling the ProXR Accused Products for importation, and/or selling the Pro XR Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the ProXR Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 9.

**I. Paddletek**

91. Paddletek infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Paddletek Accused Products, selling the Paddletek Accused Products for importation, and/or selling the Paddletek Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Paddletek Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 10.

**J. The Adidas Respondents**

92. The Adidas Respondents infringe, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Adidas Accused Products, selling

the Adidas Accused Products for importation, and/or selling the Adidas Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Adidas Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 11.

**K. Volair**

93. Volair infringes, either literally or under the doctrine of equivalents, at least claim 1 of the '826 patent by importing the Volair Accused Products, selling the Volair Accused Products for importation, and/or selling the Volair Accused Products within the United States after importation. Pursuant to 19 C.F.R. § 210.12(a)(9)(viii), a claim chart demonstrating how the Volair Accused Products infringe independent claim 1 of the '826 patent is attached as Exhibit 12.

**VIII. Harmonized Tariff Schedule**

94. Upon information and belief, the Accused Products may be classified under at least the following heading of the Harmonized Tariff Schedule of the United States: 9506.59.80 and 9506.99.60.

**IX. Related Litigation**

95. The Asserted Patents are not and have not been the subject of any court or agency litigation.

**X. License Agreements**

96. The Asserted Patents are owned by Sport Squad, Inc. *See* Exs. 14 and 16. Pursuant to 19 C.F.R. § 210.12(a)(9)(iii), JOOLA does not currently have any licensees of the '826 or '891 Patents.

**XI. Relief Requested**

97. WHEREFORE, by reason of the foregoing, Complainant respectfully requests that

the United States International Trade Commission:

- A.** Institute an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337(a)(1)(B)(ii), with respect to violations of Section 337 arising from Proposed Respondents' unlawful importation into the United States, sale for importation in the United States, and/or sale within the United States after importation of pickleball paddles that infringe one or more claims of the Asserted Patents;
- B.** Schedule and conduct a hearing on relief, pursuant to Section 337(c) and (d), for the purpose of receiving evidence and hearing argument concerning whether there has been a violation of Section 337;
- C.** Determine that there has been a violation of Section 337;
- D.** Issue a permanent limited exclusion order specifically directed to the named Proposed Respondents and their subsidiaries and affiliates and suppliers, pursuant to Section 337(d) prohibiting entry into the United States of all pickleball paddles that infringe one or more claims of the Asserted Patents;
- E.** Issue a permanent cease and desist order, pursuant to Section 337(f) of the Tariff Act of 1930, as amended, prohibiting the Proposed Respondents, their affiliates, others acting on behalf of Proposed Respondents from marketing, advertising, demonstrating, warehousing inventory for distribution, sale and use of pickleball paddles, including any that infringe one or more claims of the Asserted Patents;
- F.** Issue a bond upon importation of Proposed Respondents' pickleball paddles that infringe one or more claims of the Asserted Patents during the 60-day

Presidential review period pursuant to 19 U.S.C. § 1337(j); and

- G.** Issue such other and further relief as the Commission deems just and proper based on the facts determined by the investigation and the authority of the Commission.

Dated: April 7, 2026

Respectfully submitted,

/s/ Nicholas F. Lenning

Nicholas F. Lenning

**K&L Gates LLP**

925 Fourth Avenue, Suite 2900

Seattle, Washington 98104

Telephone: (206) 623-7580

Nicholas.Lenning@klgates.com

## VERIFICATION OF COMPLAINT

I, Richard Lee, declare under penalty of perjury under the laws of the United States of America, and in accordance with 19 C.F.R. §§ 210.4 and 210.12(a), that the following is true in correct:

1. I am CEO, President, and owner of Complainant JOOLA, and I am duly authorized to verify this Complaint on behalf of Complainant.

2. I have read the Complaint and I am aware of its contents;

3. The Complaint is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needlessly increase the cost of litigation;

4. To the best of my knowledge, information and belief founded upon reasonable inquiry, the claims and legal contentions of this Complaint are warranted by existing law or a good faith argument for the extension, modification or reversal of existing law;

5. To the best of my knowledge, information and belief founded upon reasonable inquiry, the allegations and other factual contentions in the Complaint have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

Executed on April 7, 2026



Richard Lee  
JOOLA