

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)	JURY TRIAL DEMANDED
)	
<i>Defendant.</i>)	

**DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF’S AMENDED 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 “Joola”) Amended Complaint 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, denied. USAP denies all remaining allegations in paragraph 1.
2. USAP admits that it promulgates national standards for pickleball equipment in the United States. USAP denies all remaining allegations in paragraph 2.
3. USAP admits that Plaintiff submitted two base paddles to USAP in September 2023. 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 admits that Plaintiff submitted nine paddles to USAP for “similarity testing” in November 2023 (the “Incorrect Paddles”). USAP denies that the Incorrect Paddles were

“identical to” the September 2023 base paddles. USAP denies all remaining allegations in paragraph 5.

6. USAP denies the allegations in paragraph 6.

7. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 and therefore denies.

8. USAP denies the allegations in paragraph 8.

9. USAP denies the allegations in paragraph 9.

10. USAP denies the allegations in paragraph 10.

11. USAP denies the allegations in paragraph 11.

12. USAP admits that Plaintiff submitted nine paddles to USAP for similarity testing in May 2024. USAP denies all remaining allegations in paragraph 12.

13. To the extent that the allegations of paragraph 13 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 paragraph 13 and therefore denies.

14. USAP denies the allegations in paragraph 14.

15. USAP denies the allegations in paragraph 15.

16. USAP denies the allegations in paragraph 16.

17. To the extent that the allegations of paragraph 17 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 17.

18. USAP denies the allegations in paragraph 18.

19. To the extent that the allegations of paragraph 19 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 19.

THE PARTIES

20. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 and therefore denies.

21. 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. To the extent a response is required, denied. USAP denies all remaining allegations in paragraph 21.

JURISDICTION AND VENUE

22. 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 22 and therefore denies.

23. 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 23 and therefore denies.

24. 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 24 and therefore denies.

FACTS COMMON TO ALL COUNTS

25. 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 25 and therefore denies.

26. 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 26.

27. 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 27.

28. USAP denies the allegations in paragraph 28.

29. USAP admits that it charges a fee for testing services. USAP denies all remaining allegations in paragraph 29.

30. 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 30 and therefore denies.

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

32. USAP lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 32 and therefore denies.

33. USAP lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 33 and therefore denies.

34. 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 34.

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

36. 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 36.

37. 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 37 and therefore denies.

38. 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 38 and therefore denies.

39. USAP denies the allegations in paragraph 39.

40. 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 40 and therefore denies.

41. 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 41 and therefore denies.

42. USAP denies the allegations in paragraph 42.

43. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 and therefore denies.

44. USAP denies the allegations in paragraph 44.

45. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45 and therefore denies.

46. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 and therefore denies.

47. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 and therefore denies.

48. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 48 and therefore denies.

49. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 49 and therefore denies.

50. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 and therefore denies.

51. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 and therefore denies.

52. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 and therefore denies.

53. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 53 and therefore denies.

54. 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 54.

55. 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 55.

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. 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 59.

60. 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 60.

61. 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. USAP denies all remaining allegations in paragraph 61.

62. 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 62.

63. USAP denies the allegations in paragraph 63.

64. USAP denies the allegations in paragraph 64.

65. USAP denies the allegations in paragraph 65.

66. USAP denies the allegations in paragraph 66.

67. USAP denies the allegations in paragraph 67.

68. USAP denies the allegations in paragraph 68.

69. USAP denies the allegations in paragraph 69.

70. USAP denies the allegations in paragraph 70.

71. USAP admits that Plaintiff admitted that it previously submitted the wrong paddles for similarity testing. USAP denies all remaining allegations in paragraph 71.

72. USAP denies the allegations in paragraph 72.

73. USAP denies the allegations in paragraph 73.

74. 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 74.

75. USAP admits that Plaintiff submitted paddles for testing on an expedited basis in May 2024. USAP denies all remaining allegations in paragraph 75.

76. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 76 and therefore denies.

77. USAP admits that it did not refund the fee paid by Plaintiff for expedited testing. USAP denies all remaining allegations in paragraph 77.

78. 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 78.

79. USAP denies that the paddles submitted in May 2024 were structurally and functionally identical to the base models approved in September 2023. USAP denies all remaining allegations in paragraph 79.

80. 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 80.

81. 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 81.

82. USAP admits that it notified Plaintiff that the paddles submitted in May 2024 had failed surface roughness testing. USAP denies all remaining allegations in paragraph 82.

83. USAP denies that surface roughness is exclusively governed by Rule 2.E.2 as set forth in paragraph 83, 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 83.

84. USAP denies the allegations in paragraph 84.

85. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 85 and therefore denies.

86. USAP denies the allegations in paragraph 86.

87. 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 that "it had stacked the process against" Plaintiff's paddles. USAP denies all remaining allegations in paragraph 87.

88. USAP denies that it "could not stand for any of Plaintiff's paddles to pass." 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 88.

89. USAP denies the allegations in paragraph 89.

90. 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 90.

91. USAP denies that “Plaintiff had not been given proper notice of the rule change.” USAP denies all remaining allegations in paragraph 91.

92. USAP denies the allegations in paragraph 92.

93. USAP admits that all paddles submitted by Plaintiff in May 2024 failed maximum surface roughness testing. USAP denies all remaining allegations in paragraph 93.

94. USAP denies the allegations in paragraph 94.

95. 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 95.

96. USAP denies the allegations in paragraph 96.

97. USAP denies the allegations in paragraph 97.

98. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 98 and therefore denies.

99. USAP denies the allegations in paragraph 99.

100. 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 100 and therefore denies.

101. USAP denies the allegations in paragraph 101.

102. The allegations in paragraph 102 set forth legal conclusions and/or are argumentative, and no response is required. To the extent a response is required, denied.

103. 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 103.

104. USAP denies the allegations in paragraph 104.

105. USAP denies the allegations in paragraph 105.

106. 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 106 and therefore denies.

107. USAP denies the allegations in paragraph 107.

108. USAP denies the allegations in paragraph 108.

109. USAP denies the allegations in paragraph 109.

110. USAP denies the allegations in paragraph 110.

111. USAP denies the allegations in paragraph 111.

112. USAP denies the allegations in paragraph 112.

113. USAP denies the allegations in paragraph 113.

114. 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 114.

115. USAP denies the allegations in paragraph 115.

116. USAP denies the allegations in paragraph 116.

117. USAP denies the allegations in paragraph 117.

118. 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 118 and therefore denies.

119. USAP denies the allegations in paragraph 119.

120. USAP denies the allegations in paragraph 120.

121. 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. The 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 121.

122. 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. The 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 122.

123. USAP denies the allegations in paragraph 123

124. USAP admits that it has approved paddles submitted by other manufacturers. USAP denies all remaining allegations in paragraph 124.

125. USAP denies the allegations in paragraph 125.

126. USAP denies the allegations in paragraph 126

127. USAP denies the allegations in paragraph 127.

128. USAP denies changing its rules midstream. USAP denies targeting one manufacturer. USAP denies all remaining allegations in paragraph 128.

129. USAP denies the allegations in paragraph 129.

130. USAP denies the allegations in paragraph 130.

131. USAP denies the allegations in paragraph 131.

132. USAP denies the 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 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 134 and therefore denies.

135. 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 135.

136. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 136 and therefore denies.

137. USAP denies the allegations in paragraph 137.

138. USAP denies the allegations in paragraph 138.

139. 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 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. 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 143 and therefore denies.

144. USAP denies the applicability of an 18-month notice requirement with respect to any issue in this case. USAP denies revoking approval of any paddle at issue in this case. USAP denies all remaining allegations in paragraph 144.

145. The allegations in paragraph 145 set forth legal conclusions and/or are argumentative, and no response is required. To the extent a response is required, denied.

146. 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 146 and therefore denies.

147. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 147 and therefore denies.

148. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 148 and therefore denies.

149. 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 149 and therefore denies.

150. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 150 and therefore denies.

151. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 151 and therefore denies.

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

COUNT 1
(Breach of Express Contract)

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

154. USAP denies the allegations in paragraph 154.

155. USAP denies the allegations in paragraph 155.

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 revoking approval of any paddle at issue in this case. The remaining allegations in paragraph 160 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 160.

161. Paragraph 161 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 161 and therefore denies.

COUNT 2
(Breach of Implied Contract)

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

163. USAP denies the allegations in paragraph 163.

164. USAP denies the allegations in paragraph 164.

165. USAP admits that Plaintiff paid for testing services. USAP denies all remaining allegations in paragraph 165.

166. USAP denies the allegations in paragraph 166.

167. USAP denies the allegations in paragraph 167.

168. USAP denies the allegations in paragraph 168.

169. USAP denies that the paddles submitted in May 2024 were structurally and functionally identical to those submitted in September 2023. The remaining allegations in paragraph 169 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 169.

170. USAP denies revoking approval of any paddle at issue in this case. The remaining allegations in paragraph 170 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 170.

171. USAP denies failing to conduct testing of the May 2024 submitted paddles on an expedited basis. The remaining allegations in paragraph 171 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 171.

172. USAP denies decertifying any paddle at issue in this case. USAP denies the applicability of an 18-month notice period with respect to any issue in this case. The remaining allegations in paragraph 172 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 172.

173. Paragraph 173 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 173 and therefore denies.

COUNT 3
(Promissory Estoppel)

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

175. USAP denies the allegations in paragraph 175.

176. USAP denies the allegations in paragraph 176.

177. USAP denies the allegations in paragraph 177.

178. USAP denies the allegations in paragraph 178.

179. USAP denies the allegations in paragraph 179.

180. USAP denies the allegations in paragraph 180.

181. USAP denies the allegations in paragraph 181.

COUNT 4

(Declaratory Judgment as to the November 2023 Paddles)

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

183. Paragraph 183 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

184. USAP denies the allegations in paragraph 184.

185. USAP denies the allegations in paragraph 185.

186. Paragraph 186 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT 5

(Declaratory Judgment as to the September 2023 Base Paddles)

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

188. Paragraph 188 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

189. USAP denies the allegations in paragraph 189.

190. Paragraph 190 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT 6

(Declaratory Judgment as to the Applicability of the 18-Month Rule)

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

192. Paragraph 192 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

193. USAP denies the allegations in paragraph 193.

194. Paragraph 194 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

COUNT 7
(Tortious Interference with Contract)

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

196. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 196 and therefore denies.

197. USAP denies the allegations in paragraph 197.

198. USAP denies decertifying any paddle at issue in this case. USAP denies all remaining allegations in paragraph 198.

199. USAP denies the allegations in paragraph 199.

200. USAP denies decertifying any paddle at issue in this case. USAP denies all remaining allegations in paragraph 200.

201. The first sentence of paragraph 201 sets forth legal conclusions to which no response is required. To the extent a response is required, denied. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 201 and therefore denies.

202. USAP denies that Plaintiff has suffered damages. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 202 and therefore denies.

COUNT 8

(Tortious Interference with Prospective Business Relationship)

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

204. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 204 and therefore denies.

205. USAP denies the allegations in paragraph 205.

206. USAP denies decertifying any paddle at issue in this case. USAP denies all remaining allegations in paragraph 206.

207. USAP denies the allegations in paragraph 207.

208. USAP denies decertifying any paddle at issue in this case. The remaining allegations in paragraph 208 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 208.

209. The first sentence of paragraph 209 sets forth legal conclusions to which no response is required. To the extent a response is required, denied. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 209 and therefore denies.

210. USAP denies that Plaintiff has suffered damages. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 210 and therefore denies.

COUNT 9

(Negligent Misrepresentation)

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

212. USAP denies the allegations in paragraph 212.

213. Paragraph 213 sets forth legal conclusions to which no response is required. To the extent a response is required, denied.

214. USAP denies the allegations in paragraph 214.

215. USAP denies the allegations in paragraph 215.

216. USAP denies the allegations in paragraph 216.

217. USAP denies the allegations in paragraph 217.

218. USAP denies that Plaintiff has suffered damages. USAP denies all remaining allegations in paragraph 218.

219. USAP denies that Plaintiff has suffered damages. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 219 and therefore denies.

COUNT 10
(Fraud)

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

221. USAP denies the allegations in paragraph 221.

222. USAP denies the allegations in paragraph 222.

223. USAP denies the allegations in paragraph 223.

224. USAP denies the allegations in paragraph 224.

225. USAP denies the allegations in paragraph 225.

226. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiff distributed 75,000 paddles and was in the midst of manufacturing 100,000 more. USAP denies making any representation that it conducted thorough testing of the paddles. USAP denies revoking approval of any paddle at issue in this case. The remaining

allegations in paragraph 226 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 226.

227. USAP denies revoking certification of any paddle at issue in this case. USAP denies all remaining allegations in paragraph 227.

228. 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 75,000 paddles that it cannot sell. The remaining allegations in paragraph 228 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 228.

229. USAP lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 229 and therefore denies.

230. USAP denies that Plaintiff has suffered damages. USAP lacks knowledge or information sufficient to form a belief as to the truth of all remaining allegations in paragraph 230 and therefore denies.

231. 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: September 17, 2025

By: /s/ Philip D. Bartz

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Attorneys for Defendant USA Pickleball Association

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September, 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