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May 19, 2022

ELECTRONIC FILING

The Honorable Lisa R. Barton
Secretary
U.S. International Trade Commission
500 E Street, SW
Washington, D.C. 20436

Re: *Certain Universal Golf Club Shaft and Golf Club Head Connection Adaptors,
Certain Components Thereof, and Products Containing the Same*
Inv. No. 337-TA-

Dear Secretary Barton:

In accordance with the Commission's Temporary Change to the Filing Procedure dated March 16, 2020, enclosed for filing on behalf of Complainant Club-Conex, LLC ("Club-Conex" or "Complainant") are documents in support of Club-Conex's request that the Commission commence an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended.

Complainant submits the following documents for filing via EDIS:

1. One (1) electronic copy of Club-Conex's verified Complaint and Statement of Public Interest, pursuant to 19 C.F.R. 210.8(a)(1)(i) and 201.8(b);
2. One (1) electronic copy of Club-Conex's letter and certification requesting confidential treatment of the information contained in Confidential Exhibit Nos. 18C and 19C, pursuant to 19 C.F.R. 210.5(d) and 201.6(b);
3. One (1) electronic copy of the accompanying Non-Confidential Exhibits and Public versions of Confidential Exhibit Nos. 18C and 19C, pursuant to 19 C.F.R. 210.8(a)(1)(i);
4. One (1) electronic copy of the certified version of United States Patent No. 7,857,709 ("the '709 patent") and one (1) electronic copy of the certified version of United States Patent No. 8,562,454 ("the '454 patent") (together, "the Asserted Patents"), referenced in the Complaint as Exhibit Nos. 1 and 2, respectively (Commission Rule 210.12(a)(9)(i));

The Honorable Lisa R. Barton
May 19, 2022
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5. One (1) electronic copy of the certified versions of each of the assignments for the Asserted Patents, referenced in the Complaint as Exhibit Nos. 3-6, pursuant to Commission Rule 210.12(a)(9)(ii);
6. One (1) electronic copy of the certified versions of the prosecution histories of the Asserted Patents, referenced in the Complaint as Appendices A and C, pursuant to Commission Rule 210.12(c)(1); and
7. One (1) electronic copy of each patent and technical reference mentioned in the prosecution histories of the Asserted Patents, referenced in the Complaint as Appendices B and D, pursuant to Commission Rule 210.12(c)(2).

Thank you for your assistance in this matter. Please contact me if you have any questions.

Respectfully submitted,

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Counsel for Complainant Club-Conex, LLC



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May 19, 2022

ELECTRONIC FILING

REQUEST FOR CONFIDENTIAL TREATMENT

The Honorable Lisa R. Barton
Secretary
U.S. International Trade Commission
500 E Street, SW
Washington, D.C. 20436

Re: *Certain Universal Golf Club Shaft and Golf Club Head Connection Adaptors,
Certain Components Thereof, and Products Containing the Same*
Inv. No. 337-TA-

Dear Secretary Barton:

Pursuant to Commission Rules 210.5(d) and 201.6(b)(1), Complainant Club-Conex, LLC (“Club-Conex” or “Complainant”), respectfully requests confidential treatment for the business information contained in Exhibit Nos. 18C and 19C to the Verified Complaint.

The information contained in the Confidential Exhibits qualifies as confidential business information pursuant to Commission Rule 201.6(a) because:

1. It is not available to the general public;
2. The disclosure of such information would cause substantial harm to Club-Conex and to the competitive position of Club-Conex. Specifically, the confidential exhibits contain confidential proprietary information relating to Club-Conex’s significant domestic investments in plant, equipment, labor, and capital relating to Club-Conex’s domestic industry products, the exploitation of the asserted patents, and proprietary information relating to Club-Conex’s patented technology; and
3. Unauthorized disclosure of the information could impair the Commission’s ability to obtain information necessary to perform its statutory functions.

The Honorable Lisa R. Barton
May 19, 2022
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Thank you for your attention to this matter. Please contact me if you have any questions regarding this submission.

Respectfully submitted,

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

In the Matter of

CERTAIN UNIVERSAL GOLF CLUB
SHAFT AND GOLF CLUB HEAD
CONNECTION ADAPTORS, CERTAIN
COMPONENTS THEREOF, AND
PRODUCTS CONTAINING THE SAME

Investigation
No. 337-TA- _____

COMPLAINANT CLUB-CONEX, LLC’S STATEMENT ON THE PUBLIC INTEREST

Pursuant to 19 C.F.R. § 210.8(b), Complainant Club-Conex, LLC (“Club-Conex”) respectfully submits this Statement Regarding the Public Interest with respect to the remedial orders it seeks against Proposed Respondent Top Golf Equipment Co. Limited (“Respondent” or “Top Golf”). Club-Conex seeks a permanent limited exclusion order excluding from entry into the United States certain universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same that infringe one or more claims of U.S. Patent Nos. 7,857,709 and U.S. Patent No. 8,562,454 (together, the “Asserted Patents”). Club-Conex also seeks a permanent cease and desist order prohibiting Top Golf, their subsidiaries, related companies, and agents from engaging in the importation, sale for importation, marketing and/or advertising, distribution, offering for sale, sale, sale after importation, or other transfer within the United States of certain universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same, that infringe one or more claims of the Asserted Patents. As discussed more fully below, the requested remedial orders are not contrary to the public interest.

Exclusion of such products from the United States will not have an adverse effect on the public health and welfare in the United States, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.

I. How the Articles Potentially Subject to the Requested Remedial Orders Are Used in the United States

This Investigation implicates certain universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same used by golf club fitters and golfers, which infringe the Asserted Patents as detailed in the Complaint and accompanying exhibits (the “Accused Products”).

II. The Requested Remedial Orders Pose No Public Health, Safety, or Welfare Concerns

Excluding the Accused Products would not “deprive the public of products necessary for some important health or welfare need.” *Spansion, Inc. v. U.S. Int’l Trade Comm’n*, 629 F.3d 1331, 1360 (Fed. Cir. 2010). For instance, the Accused Products are not pharmaceuticals or essential equipment for medical treatment, and excluding the Accused Products would not deprive the American public of access to any product that “provide[s] benefits unavailable from any other device or method of treatment.” *Certain Fluidized Supporting Apparatus & Components Thereof*, Inv. No. 337-TA-182/188, USITC Pub. 1667, Comm’n Op. at 23-25 (Oct. 5, 1984); *see also Spansion*, 629 F.3d at 1360. The requested remedial orders raise no public interest concerns at least because: (1) the accused products are universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same that do not raise significant public health, safety, or welfare concerns; (2) the Asserted Patents are not standard-essential patents; (3) Club-Conex, Top Golf, and third parties sell articles that directly compete with, and are substitutes for Top Golf’s Accused Products in the United States; and (4) the production

capacity of Club-Conex and other third parties could fill any void in the market. Accordingly, the strong public interest in protecting Club-Conex's intellectual property rights outweighs any potentially adverse impact on the public.

III. Like or Directly Competitive Articles Are Available To Satisfy Demand for Excluded Accused Products

No public interest concerns exist where the market contains an adequate supply of competitive or substitute products for those subject to a remedial order. *See, e.g., Certain Lens Fitted Film Packages*, Inv. No. 337-TA-406, Comm'n Op. at 18 (June 28, 1999). Here, Top Golf represents a small portion of the market for the manufacture and sale of universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same. Complainant and other entities not subject to this Investigation, including golf club manufacturers, adequately supply the market and will continue to do so even if the requested remedial orders are issued.

IV. There Is Sufficient Capacity To Replace Excluded Accused Products

The presence of an adequate supply of substitute products is sufficient to override any public interest concerns. *Id.* Complainant and others have the capacity to replace Top Golf's volume of production of Accused Products for the U.S. market without delay. Consequently, consumers could obtain non-infringing universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same from Complainant and third parties in amounts sufficient to meet demand should the Accused Products be excluded from the United States. Moreover, Complainant, Top Golf, and numerous third parties (including the golf club manufacturers themselves) sell non-infringing alternative golf club shaft and golf club head connection adaptors that can serve as substitutes for the Accused Products. Accordingly, Top Golf's Accused Products could and would be replaced by the market if the requested relief is

granted. This obviates any potential adverse impact the requested remedial orders might otherwise have on the public.

V. The Remedy Has No Relevant Public Interest Impact on U.S. Consumers

The requested Remedial Orders would not materially or negatively impact U.S. consumers. Notwithstanding the relief sought herein, consumers would continue to have a wide array of options for universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same in the United States, including those supplied by Complainant, as well as other non-infringing universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same. Indeed, the requested relief will serve the public interest by enforcing U.S. intellectual property rights. Precluding Top Golf from importing and selling their infringing universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same will benefit the public interest by protecting innovators who invest domestically to improve consumers' access to custom-fitted golf clubs. *See, e.g., Certain Baseband Processor Chips & Chipsets, Transmitter & Receiver (Radio) Chips, Power Control Chips, & Prods. Containing Same, Including Cellular Tel. Handsets*, Inv. No. 337-TA-543, Comm'n Op. at 136–37 (June 19, 2007).

VI. Conclusion

The public interest will not be harmed in the event the Commission grants the requested remedial orders. The Accused Products are not necessary to any health, safety, or welfare need. Further, an adequate supply of high-quality substitute articles is available through Club-Conex. Third parties can also supply non-infringing products. Accordingly, the public interest in protecting Club-Conex's intellectual property rights heavily outweighs any potential adverse impact on the public. For the foregoing reasons, there are no public interest concerns that would preclude the Commission from issuing the remedial orders requested by the Complainant.

Date: May 19, 2022

Respectfully submitted,

/s/ Gregory T. Chuebon

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**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

In the Matter of

CERTAIN UNIVERSAL GOLF CLUB
SHAFT AND GOLF CLUB HEAD
CONNECTION ADAPTORS, CERTAIN
COMPONENTS THEREOF, AND
PRODUCTS CONTAINING THE SAME

Investigation
No. 337-TA- _____

**COMPLAINT OF CLUB-CONEX, LLC UNDER SECTION 337 OF THE TARIFF ACT
OF 1930, AS AMENDED**

COMPLAINANT:

Club-Conex, LLC
7327 E Tierra Buena Lane
Scottsdale, AZ 85260
Telephone: 815-909-6512

PROPOSED RESPONDENT:

Top Golf Equipment Co. Limited
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Shenzhen Guangdong, China 518131
Telephone: +86-755-32903913

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LIST OF EXHIBITS

Exhibit No.	Exhibit
1	Certified Copy of United States Patent No. 7,857,709 (the “’709 Patent”)
2	Certified Copy of United States Patent No. 8,562,454 (the “’454 Patent”)
3	March 2, 2011 Assignment from Eric Burch to Club-Conex, Inc. of U.S. Patent Application No. 12/353,304 (later issued as the ’709 Patent)
4	March 1, 2011 Assignment from Eric Burch to Club-Conex, Inc. of U.S. Patent Application No. 13/038,133 (later issued as the ’454 Patent)
5	October 30, 2015 Assignment from Club-Conex, Inc. to CLCO Acquisition LLC of the ’709 and ’454 Patents
6	November 30, 2015 Assignment from CLCO Acquisition LLC to Club-Conex LLC of the ’709 and ’454 Patents
7	New Level Golf Ascends to New Heights, Morning Read – Golf at a Glance, August 31, 2020, https://www.morningread.com/the-equipment-insider/feature/2020-08-31/new-level-golf-ascends-to-new-heights
8	Top Golf Equipment Co. Limited, Invoice No. 202201114, Jan. 24, 2022
9	Top Golf Equipment Co. Limited, Invoice No. 202202114, Feb. 26, 2022
10	Contact Us, http://www.hnmgolf.com/sdp/1566118/4/cf-6246189/0/CONTACT_US.html
11	About Us, http://www.hnmgolf.com/sdp/1566118/4/cp-7186659/0/ABOUT_US.html
12	Pictures of packaging and contents for Invoice No. 202201114, Jan. 24, 2022
13	Pictures of packaging and contents for Invoice No. 202202114, Feb. 26, 2022
14	Top Golf Equipment Co., Ltd, PDF Sales Catalog (Nov. 15, 2021)
15	Top Golf Equipment Co., Ltd, PDF Sales Catalog (Jan. 16, 2021)
16	Club-Conex FAZ-FIT packaging with Patent Numbers
17	Club-Conex FUSE-FIT packaging with Patent Numbers
18C	CONFIDENTIAL Declaration of Hoyt McGarity, CEO of Club-Conex, LLC and CEO of True Spec Golf, Inc.
19C	CONFIDENTIAL Declaration of Edward Stedman, Vice President of ParTech Manufacturing Co.
20	Claim Charts Comparing the Top Golf “Universal Shaft Adapter” to the ’709 Patent
21	Claim Charts Comparing the Top Golf “ALL-FIT Plus” to the ’454 Patent
22	Pictures of Top Golf “Universal Shaft Adapter (Compatible with Club Conex FAZ-FIT)”
23	Pictures of Top Golf “ALL-FIT Plus (Universal Iron/Rescue Shafts Adapter, Clubs Fitting/Building Best Option)”
24	Claim Charts Comparing the Club-Conex FAZ-FIT to the ’709 Patent
25	Claim Charts Comparing the Club-Conex-FUSE-FIT to the ’454 Patent
26	Excerpts of Facebook Message Boards
27	Federal Express Tracking History for fulfilment of Top Golf Equipment Co. Invoice No. 202201114, Jan. 24, 2022

28	Federal Express Tracking History for fulfilment of Top Golf Equipment Co. Invoice No. 202202114, Feb. 26, 2022
29	Screen Capture of ALL-FIT GOLF YouTube channel (https://www.youtube.com/channel/UCSxjEqzTcgB1UE5dC2Gs3yQ)
30	Transcript of “Titanium One” demonstration from ALL-FIT GOLF YouTube channel (https://www.youtube.com/shorts/WoGDQbMplh4?&ab_channel=ALL-FITGOLF)

LIST OF APPENDICES

Appendix	Appendix
A	Certified Copy of file wrapper for the '709 Patent
B	References mentioned in the prosecution history of the '709 Patent
C	Certified Copy of file wrapper for the '454 Patent
D	References mentioned in the prosecution history of the '454 Patent

I. INTRODUCTION

1. Complainant Club-Conex LLC (“Club-Conex” or “Complainant”) requests that the United States International Trade Commission commence an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337 (“Section 337”), to remedy the unlawful importation into the United States, sale for importation into the United States, and/or sale within the United States after importation, of certain of Top Golf’s universal golf club shaft and golf club head connection adaptors, certain components thereof, and products containing the same (collectively referred to as the “Accused Products”) that infringe valid and enforceable United States patents owned by Club-Conex.

2. The proposed respondent is Top Golf Equipment Co. Limited (“Top Golf” or “Respondent”). Respondent has engaged in unfair acts in violation of Section 337 through the unlicensed importation into the United States, sale for importation into the United States, and/or sale within the United States after importation of Accused Products that infringe one or more claims of United States Patent No. 7,857,709 (“the ‘709 Patent”) and one or more claims of United States Patent No. 8,562,454 (the “454 Patent”; together with the ’709 Patent, the “Asserted Patents”).

3. Complainant asserts that Respondent directly infringes, contributorily infringes, and/or induces the infringement of at least the following claims of the Asserted Patents (collectively, the “Asserted Claims”), with independent claims in bold:

U.S. Patent No.	Asserted Claims
7,857,709	1 , 2-5, 8-10, 11 , 12-14
8,562,454	1 , 2-6, 7 , 8-16

4. Certified copies of the Asserted Patents accompany this Complaint as Exhibits 1 and 2. Copies of the prosecution histories of the Asserted Patents and references cited therein

accompany this Complaint as Appendices A-D. Assignment records for the Asserted Patents accompany this Complaint as Exhibits 3-6.

5. As required by Section 337(a)(2) and defined by Section 337(a)(3), an industry in the United States exists relating to articles protected by the Asserted Patents.

6. Complainant seeks a permanent limited exclusion order, pursuant to Section 337(d), excluding from entry into the United States all of Respondent's Accused Products that infringe one or more claims of the Asserted Patents. Complainant also seeks a permanent cease and desist order, pursuant to Section 337(f), directing Respondent to cease and desist from activities including, but not limited to, importing, marketing, advertising, demonstrating, warehousing inventory for distribution, offering for sale, selling, distributing, servicing, or repairing such Accused Products in the United States. Complainant also seeks the imposition of a bond if Respondent continues to import infringing articles during the 60-day Presidential review period, pursuant to 19 U.S.C. § 1337(j).

II. COMPLAINANT

7. Complainant Club-Conex is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 7327 E. Tierra Buena Lane, Scottsdale, Arizona 85260.

8. Complainant Club-Conex is the designer and reseller of unique golf club connection adaptors, which are used to quickly and easily, but reversibly, assemble a golf club shaft with a golf club head in a secure fashion.

9. Club-Conex's business began with inventor Eric Burch. Mr. Burch had opened a custom club-fitting shop in 1995, Perfection Golf, in Rockford, Illinois. *See* Exhibit 7. When club manufacturers began shortening product cycles, and introducing new clubs every 6-12 months, Perfection Golf, "[a]s a small business with not much inventory, [found] it ... difficult to keep up

with changing drivers that often.” *Id.* To address the problem, Mr. Burch invented a revolutionary golf club adaptor that could be separately attached to club heads and shafts, and that would “enable him to use any shaft with any clubhead.” *Id.* He named his new adaptors “Club-Conex” and displayed them at a booth at the PGA Merchandise Show. The adaptors were very well received, and “revolutionized the [golf club] fitting industry by giving clubmakers hundreds of options to get the best fit.” *Id.* In 2005 Mr. Burch left Parfection Golf to work full-time on Club-Conex, operating as Club-Conex, LLC *See id.* After some setback with third-party manufacturing, Mr. Burch began to manufacture the adaptors himself. *See id.*

10. Mr. Burch subsequently began working on a new adaptor, which would become the FAZ-FIT. After several months of refining his design, on January 14, 2009 Mr. Burch filed U.S. Patent Application No. 12/353,304, which was later issued as the ’709 Patent. The FAZ-FIT adaptor works with any golf club type and does not allow the golf club shaft to enter the hosel bore of the golf club head. Since the commercial release of the FAZ-FIT adaptor, Club-Conex continued to engage in research and development, and the FAZ-FIT went through several modifications to improve its performance and its strength.

11. Mr. Burch received feedback that customers were looking for additional adaptor options which would allow a golf-club shaft to be fully inserted into the hosel bore of a golf club head. So, in late 2010, Mr. Burch began working on a new golf club adaptor design, which became the FUSE-FIT adaptor. The FUSE-FIT adaptor does allow the golf club shaft to enter the hosel bore of the golf club head and is exclusively for use on iron-type golf clubs. On March 1, 2011 Mr. Burch filed U.S. Patent Application No. 8,562,454, which was later issued as the ’454 Patent.

12. One of Mr. Burch’s biggest customers for Club-Conex adaptors was True Spec Golf, LLC (“True Spec”), one of the largest, premium custom golf club-fitters in the country. *See*

id. In 2015, True Spec purchased Club-Conex, and the company continues to operate as the country's, and the world's, leading supplier of custom golf club adaptors. *See* Confidential Declaration of Mr. Hoyt McGarity, CEO of Complainant Club-Conex, Confidential Exhibit 18C, at ¶¶ 3-4.

13. Club-Conex's adaptors, which have become the industry standard, are used worldwide by bespoke fitters of custom golf clubs for professional and semi-professional golfers, as well as avid golfers looking to improve their game. Club-Conex's patented technology allows club fitters to offer brand-agnostic custom golf club fitting services, in which customers are able to try various combinations of shafts and heads, regardless of manufacturer, to find the best fit. Once a suitable golf club head and shaft combination has been selected, a customized club set can be assembled and sold to the customer. Club-Conex's patented technology allows club fitters to offer tens-of-thousands of possible golf club head and shaft combinations, while only needing to stock one of any given golf club shaft and golf club head. Club-Conex's patented technology is a significant driver of the United States club-fitting industry. *See, id.* at ¶¶ 4-7, 14-19.

14. Club-Conex has significant operations in the United States with respect to the FAZ-FIT and FUSE-FIT products practicing the Asserted Patents. For example, Club-Conex has testing, engineering, sales, marketing, and business offices in Scottsdale, Arizona, where it has invested significant sums of money. *See* Confidential Exhibit 18C, at ¶ 21-26. Through its facilities in Scottsdale, Arizona, Club-Conex has supplied more an average of more than 28,000 FAZ-FIT and FUSE-FIT adapters per year since 2017, which practice the patented technology of the Asserted Patents each year. *See id.*, at ¶ 11. The domestic-industry FAZ-FIT and FUSE-FIT products are manufactured in the United States by ParTech Manufacturing Co. ("ParTech") in South Elgin, IL. *See id.*, at ¶ 28.

15. The applications that later issued as the Asserted Patents were originally assigned to Club-Conex, LLC by the inventor, Eric Burch, on March 1, 2011 and March 2, 2011. *See* Exhibits 3 and 4 (assigning Application Nos. 12/353,304 and 13/038,133, respectively). The '709 Patent issued on December 28, 2010 and the '454 Patent was issued on October 22, 2013. After issuance, on October 30, 2015 the Asserted Patents were assigned by Club-Conex, LLC to CLCO Acquisition LLC. *See* Exhibit 5. And on November 30, 2015 the Asserted Patents were assigned by CLCO Acquisition LLC to Club-Conex LLC.

16. Complainant Club-Conex has made and continues to make significant investments in the design, development, and manufacture of products protected by the Asserted Patents. In the United States, Club-Conex exploits the technology covered by the Asserted Patents through various activities, including engineering, manufacturing, and sales of the domestic industry FAZ-FIT and FUSE-FIT products, as discussed more fully below. Along with this exploitation of these technologies, Club-Conex has made significant investments in the United States in facilities, equipment, labor, capital, and research and development as detailed, in Section IX, *infra*. *See also* Confidential Exhibit 18C, at ¶¶ 20-34. In addition, Club-Conex has employed management, research and development, quality control, warehousing, marketing, sales, fulfilment, and support personnel in its Arizona location.

III. PROPOSED RESPONDENT

17. Top Golf Equipment Co. Limited is a Chinese corporation. According to its website (www.hnmgolf.com), Top Golf was founded in 2005 in Shenzhen, China. *See* Exhibit 11. On information and belief Top Golf has a principal place of business at #2021 Renmin Rd., Longhua District, Shenzhen Guangdong, China 518131 and/or at #2021 Renmin Rd., Longhua

District, Shenzhen Guangdong, China 518000.¹ See Exhibit 8, at 1; Exhibit 9, at 1; Exhibit 10; Exhibit 11. On information and belief, Top Golf manufactures the Accused Products at 604 Golf Blvd., Longhua District, Shenzhen Guangdong, China 518000. See, Exhibit 10. On information and belief, Top Golf's trademark for the All-Fit word mark was registered by WoFu(Shenzhen)Sports Goods Co., Ltd., located at 28E, Bldg3, 6A, Shuixiechuntian Mintang Rd., Minzhi St., Longhua, Shenzhen, China.²

18. Top Golf describes itself as “one of the most professional golf Accessories suppliers in China,” and states that it “[has] been supplying: Adapters/sleeves, Screws, Weights, Scotty putter weight, Wrench, Extension, Ferrule, Tungsten Powder, Headcover, Groove Tool, Grips, etc[.] to lots of workshops, Clubs-builders, [and] Resellers for more than 10 years.” Exhibit 11. Top Golf also claim to have “built up great long term business relationship with lots of clients in [the] US” *Id.* Top Golf supplies its infringing golf club adaptor products to custom golf club fitters throughout the United States through its PDF sales flyers. See Exhibit 14. Top Golf, or others on its behalf, manufactures the Accused Products in China or another foreign country, and then imports them into the United States, sells them for importation into the United States,

¹ Complainant received two shipments of the Accused Products from 4#303 [*sic*] Zhongyang Yuanzhu, Mintang Road, Shenzhen, China 518131. Exs. Exhibits 8 and 9 (invoices dated Jan 24, 2022, and Feb. 26, 2022), 12 and 13 (packaging and contents for Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022), 27, 28 (detailed Federal Express tracking history for the Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022). Complainant has also identified alternate places of business listed in public documents: #2023 Renmin Rd., Longhua District, Shenzhen Guangdong, China 518000; and #604 Golf Blvd Guanlan, Shenzhen, Guangdong, China. See, e.g., <https://bbs.fobshanghai.com/company/b1nm5t482n55594.html>; https://www.diytrade.com/china/manufacture/1566118/main/Top_Golf_Equipments_Co_Ltd.html. Top Golf's profile on DHGate's website also suggests a place of business in Fujian, China. https://de.dhgate.com/store/about-us/14502053.html?dspm=pcde.st.oncabout.1.ZCiJvD5zK673mDNJNXue&resource_id=#st-navigation-aboutus.

² <https://tmsearch.uspto.gov/bin/showfield?f=doc&state=4808:aela14.5.3>.

sells them after importation into the United States, and/or engages in repair, service, and support related activities regarding the Accused Products.

19. The golf club fitting industry is small, and Club-Conex knows through other participants that Top Golf is selling and importing the Accused Products into the United States for use by golf club fitters with or in replacement of Club-Conex's golf club connector products. *See* Confidential Exhibit 18C, at ¶ 35. In addition, upon review of certain golfing and golf club fitting industry websites and message boards, Club-Conex has become aware that Top Golf is importing and selling the Accused Products into the United States for use by golf club fitters with or in replacement of Club-Conex's golf club connector products. *See id.* at ¶ 36. *See also, e.g.*, Exhibit 26 ("Can any one tell me if they have used the [Top Golf] adapters??" "I use [Top Golf's] Universal Iron Adaptor (Faz-Fit). No issues."). Club-Conex brings this case in order to enforce the Asserted Patents, to prevent the importation of the infringing Accused Products, and in order to protect its United States operations in testing, engineering, manufacturing, sales, and marketing. *See* Confidential Exhibit 18C, at ¶ 43.

IV. THE TECHNOLOGY AND PRODUCTS AT ISSUE

20. The technology at issue relates generally to golf club connection adaptors, which are used to quickly and easily, but reversibly, assemble a golf club shaft with a golf club head in a secure fashion, including for the purposes of providing bespoke golf club fitting services. The claimed golf club adaptors provide golf equipment resellers with an efficient and cost-effective way to fit customers for a customized set of golf clubs, by allowing customers to easily try various combinations of golf club shafts and golf club heads in order to find a golf club head and shaft combination that works best. Once a suitable golf club head and shaft combination has been identified, a customized club set can be assembled and sold to the customer.

21. Traditional golf club manufacturers typically offer customers a limited selection of their own golf club shafts and heads, which are permanently assembled. In some instances, golf club manufacturers allow a limited selection of golf club heads to be coupled to a very limited number of brands of shafts, but adaptors used by individual golf club manufacturers are not compatible with each other, severely limiting the number of possible club head and club shaft combinations available. However universal golf club adaptors, such as those claimed in the '709 and '454 Patents, and as practiced by adaptors made by Club-Conex, allow golf club fitters to quickly and easily, but reversibly, assemble a golf club shaft with a golf club head in a secure fashion. Consequently, unlike many golf club fittings where customers can only match golf club shafts and heads from the same manufacturer, by using universal golf club adaptors, such as those claimed in the '709 and '454 Patents, golf club fitters can offer thousands, or even hundreds-of-thousands of potential combinations.

22. Pursuant to 19 C.F.R. § 210.12(a)(12), the Accused Products are certain golf club connection adaptors, which are used to quickly and easily, but reversibly, assemble a golf club shaft with a golf club head in a secure fashion, components thereof, such as shaft adapters, hosel adapters, and compression nuts, and products containing the same. The Accused Products, without permission, implement Club-Conex's technologies as described and claimed in the Asserted Patents. Such golf club adaptors and components thereof include, but are not limited to, Top Golf's "ALL-FIT Plus (Universal Iron/Rescue Shafts Adapter, Clubs Fitting/Building Best Option)" and "Universal Shaft Adapter (Compatible with Club[-]Conex FAZ-FIT)." *See* Exhibit 14, at 3, 4. The identification of exemplary products is intended for illustration and is not intended to limit the scope of the investigation. Further discovery may reveal additional infringing products.

V. THE ASSERTED PATENTS

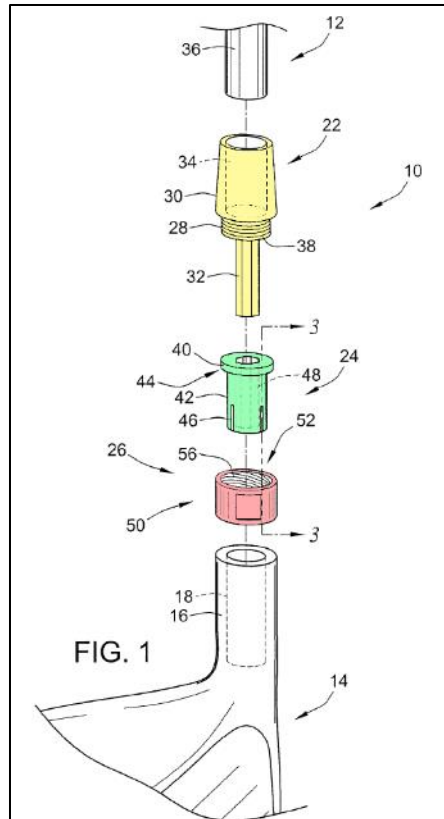
A. The '709 Patent

23. U.S. Patent No. 7,857,709 is entitled “Universal Shaft and Head Connector” and duly and legally issued on December 10, 2010. The '709 Patent issued from U.S. Patent Application No. 12/353,304, filed on January 14, 2009, and claims priority to Provisional Application No. 61/020,793, filed on January 14, 2008. The '709 Patent is subject to a patent term adjustment of 149 days and expires on June 12, 2029.

24. At the time of issuance, December 28, 2010, Club-Conex, Inc.³ was the owner, by valid assignment, of the entire right, title, and interest in and to the '709 Patent. *See* Exhibit 3 (March 1, 2011 assignment by inventor, Eric Burch of Application No. 12/353,304 to Club-Conex, Inc.). After issuance, on October 30, 2015 the Asserted Patents were assigned by Club-Conex, Inc. to CLCO Acquisition LLC. *See* Exhibit 5. And on November 30, 2015 the Asserted Patents were assigned by CLCO Acquisition LLC to Complainant Club-Conex, LLC. The '709 Patent is valid, enforceable, and is currently in full force and effect.

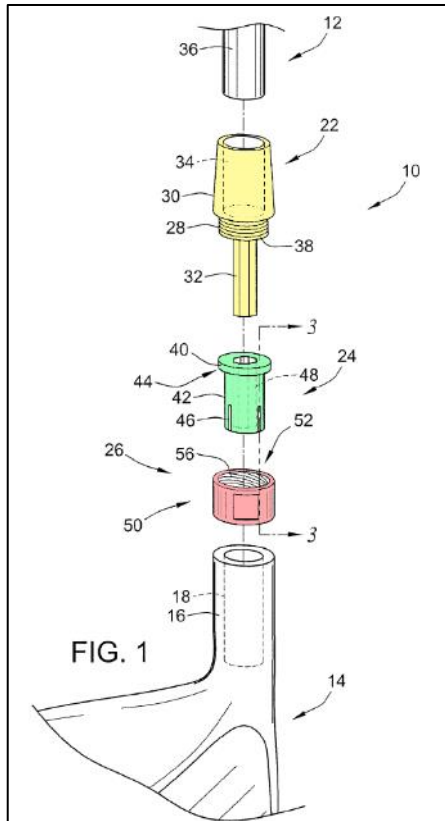
25. The '709 Patent is directed to a three-piece golf club adaptor that comprises a shaft adapter (22) (yellow in the figure below), a hosel adapter (44) (green in the figure below), and a compression nut (50) (red in the figure below) interposed between the hosel (16) of the golf club head (14) and the hosel adaptor (44). *See* Ex. 1 at Abstract. *See also, id.* at Fig 1:

³ While the assignee at the time of issuance was Club-Conex, Inc., not Complainant Club-Conex, LLC, the subsequent assignments to CLCO Acquisition Corp. and Club-Conex, LLC were a part of the acquisition of the entire business of Club-Conex, Inc., and the business of selling golf club connectors has continued through all assignments.



The compression nut (50) engages with mating threading (28) on the shaft adaptor (22). Once engaged, “the compression nut [(50)] is rotated to couple the [shaft adaptor threading (28)] and [compression nut threading (56)] together thereby securing the shaft and head together without the shaft being received within the bore of the hosel.” Exhibit 1, at Claim 1, 5:31-37.

26. Club-Conex sells a golf club adaptor called the FAZ-FIT. The FAZ-FIT adaptor is a commercial embodiment of the apparatuses claimed in the '709 Patent. *Compare, e.g.,* Ex. 1, at Fig. 1 *with* Club-Conex FAZ-FIT:

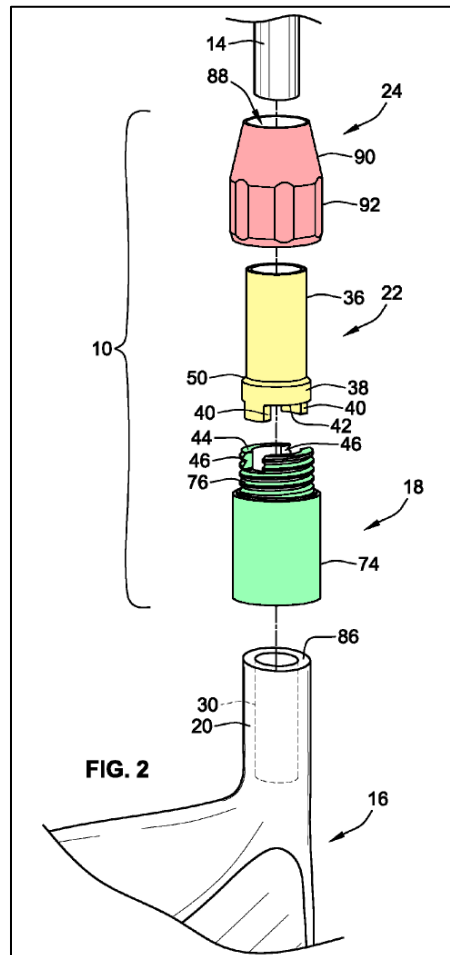


27. Pursuant to Rule 210.12(c) of the Commission's Rules of Practice and Procedure, this Complaint is accompanied by Appendices A and B containing: (i) a certified copy and three additional copies of the prosecution history of the '709 Patent; and (ii) four copies of each reference mentioned in that prosecution history, respectively.

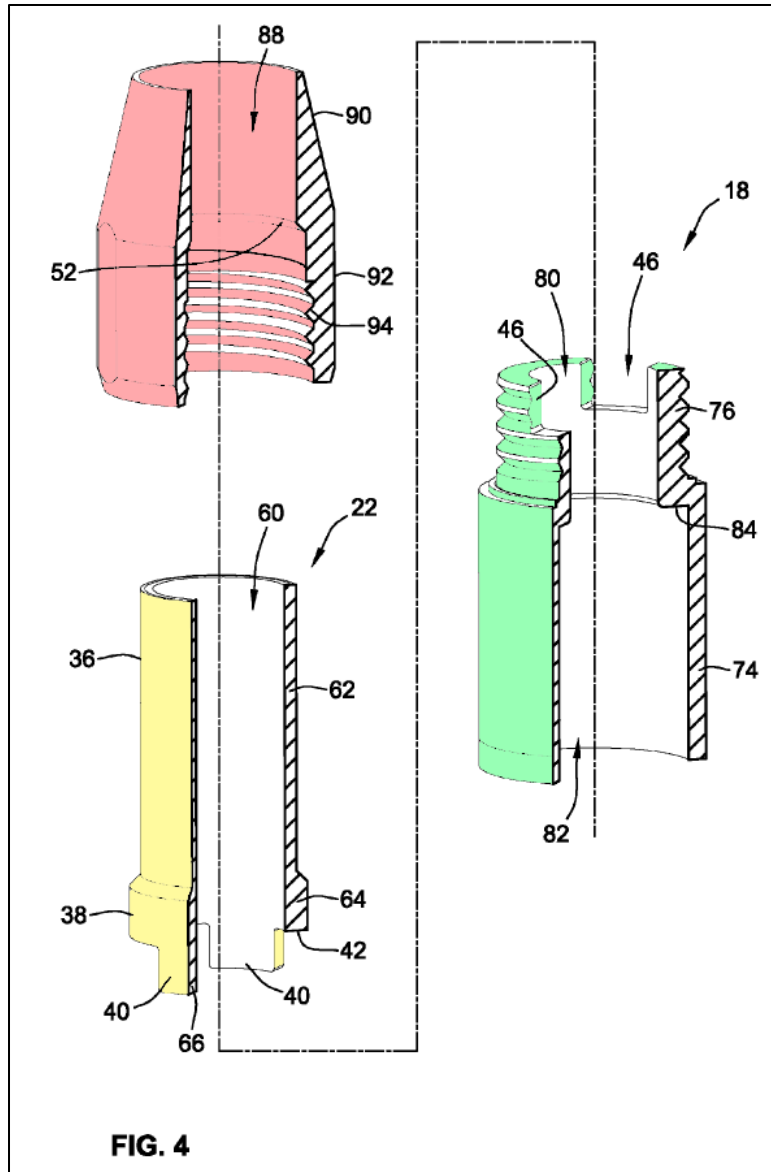
B. The '454 Patent

28. U.S. Patent No. 8,562,454 is entitled "Golf Shaft Connector With Shaft Insertion" and duly and legally issued on October 22, 2013. The '454 Patent issued from U.S. Patent Application No. 13/038,133, filed on March 1, 2011. The '454 Patent is subject to a patent term adjustment of 260 days and expires on November 18, 2031.

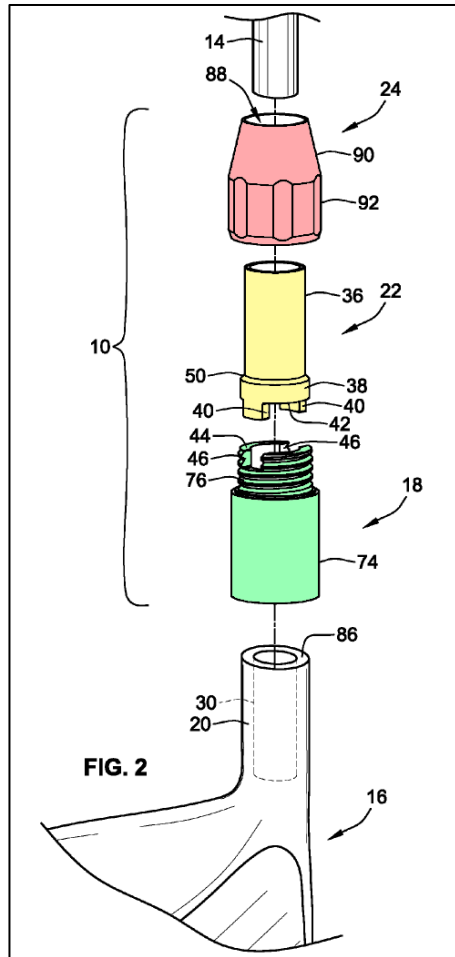
29. The '454 Patent is directed to a different type of three-piece golf club adaptor that comprises a shaft adapter (22) (yellow in the figure below), a hosel adapter (18) (green in the figure below), and a compression nut (24) (red in the figure below). *See* Ex. 2 at Fig. 2.



30. Unlike the '709 Patent, the compression nut of the '454 Patent is slidably retained to the shaft by the shaft adapter (22), which includes a flange (50, in Fig. 2) that engages a flange (52, in Fig. 4) on the inside of compression nut (24) and prevents the compression nut from sliding off of the shaft. *See* Ex. 2 at Fig 4:



31. Club-Conex sells a golf club adaptor, called the FUSE-FIT. The FUSE-FIT adaptor is a commercial embodiment of the apparatuses claimed in the '709 Patent. *Compare, e.g.,* Ex. 1, at Fig. 1 *with* Club-Conex FUSE-FIT:



32. At the time of issuance, October 22, 2013, Club-Conex, Inc. (*see* n.2, *supra*) was the owner, by valid assignment, of the entire right, title, and interest in and to the '709 Patent. *See* Exhibit 4 (March 2, 2011 assignment by inventor, Eric Burch of Application No. 13/038,133 to Club-Conex, Inc.). After issuance, on October 30, 2015 the Asserted Patents were assigned by Club-Conex, Inc. to CLCO Acquisition LLC. *See* Exhibit 5. And on November 30, 2015 the Asserted Patents were assigned by CLCO Acquisition LLC to Complainant Club-Conex, LLC. The '454 Patent is valid, enforceable, and is currently in full force and effect.

33. Pursuant to Rule 210.12(c) of the Commission's Rules of Practice and Procedure, this Complaint is accompanied by Appendices A and B containing: (i) a certified copy and three

additional copies of the prosecution history of the '454 Patent; and (ii) four copies of each reference mentioned in that prosecution history, respectively.

C. Foreign Counterparts of the Patents

34. No foreign patent(s) and/or patent application(s) correspond to the '709 Patent, and no foreign patent applications corresponding to the '709 Patent have been denied, abandoned, or withdrawn.

35. No foreign patent(s) and/or patent application(s) correspond to the '454 Patent, and no foreign patent applications corresponding to the '454 Patent have been denied, abandoned, or withdrawn.

D. Related Litigation

36. Pursuant to Commission Rule 210.12(a)(5), the Asserted Patents have not been the subject of any court or agency litigation anywhere in the world. Foreign counterparts of the Asserted Patents have not been the subject of any court or agency litigation.

E. Licenses

37. The Asserted Patents are not licensed to any entity, other than any implied license to purchasers of the Club-Conex FAZ-FIT and FUSE-FIT adaptors to use those Club-Conex products.

VI. UNLAWFUL AND UNFAIR ACTS OF PROPOSED RESPONDENT

A. Patent Infringement

38. The accused Top Golf products are golf club adaptor products that infringe the Asserted Claims of the Asserted Patents. The Accused Products include at least the Universal

Shaft Adapter products⁴ and the ALL-FIT Plus products.⁵ Upon information and belief, these golf club adaptor products are manufactured in China by Top Golf (or others on its behalf) and then Top Golf imports them into the United States, sells them for importation into the United States, sells them after importation into the United States, and/or engages in repair, service, and support related activities regarding the Accused Products. *See, e.g.*, Exhibit 10 (“Manufacturer Address: #604 Golf Blvd LongHua ShenZhen GuangDong China 518000”); Exhibits 8 and 9 (invoices dated Jan 24, 2022 and Feb. 26, 2022); Exhibits 12 and 13 (packaging and contents for Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022).

39. Top Golf has infringed and continues to infringe at least the asserted claims of each of the Asserted Patents set forth below. For example, each of Top Golf’s Universal Shaft Adaptor products is a golf club adaptor for releasably securing a golf club shaft and a golf club head that infringes the asserted claims of the ’709 Patent. *See infra*, § V.A. Each of Top Golf’s All-FIT Plus products is a golf club adaptor for releasably securing a golf club shaft and a golf club head that infringes the asserted claims of the ’454 Patent. *See infra*, § V.B. Top Golf infringes the asserted claims of the Asserted Patents literally and/or under the doctrine of equivalents by making

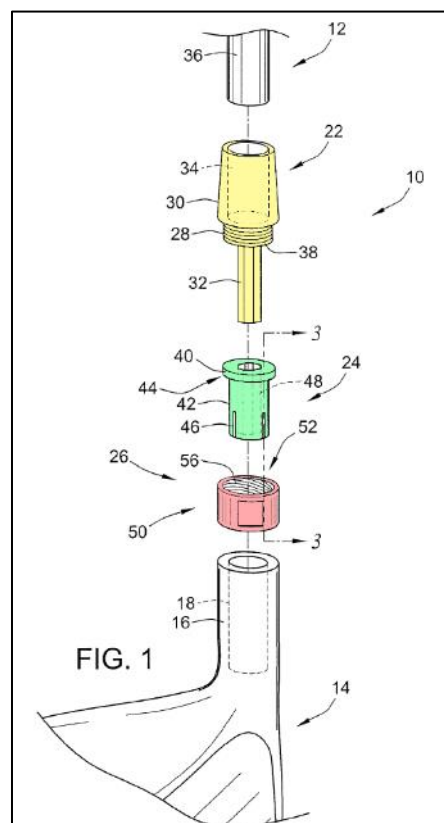
⁴ *See, e.g.*, Exhibit 14, at 4. The Universal Shaft Adapter products include the following SKU#s: TG2010 (.335 Titanium Shaft Adapter); TG2011 (.335 Aluminum Hosel Adapter with NUT); TG2012 (.370 Titanium Shaft Adapter); TG2013 (.370 Aluminum Hosel Adapter with NUT); TG2015 (.355 Titanium Shaft Adapter); TG2016 (.355 Aluminum Hosel Adapter with NUT); TG2017 (.335 Titanium Hosel Adapter with NUT); TG2018 (.370 Titanium Hosel Adapter with NUT); and TG2019 (.355 Titanium Hosel Adapter with NUT).

⁵ *See, e.g.*, Exhibit 14, at 3. The All-FIT Plus products include the following SKU#s: TG2001 (All-FIT Plus Apdapter [sic] Set, Shaft: 0.370’, Hosel: 0.535’); TG2002 (All-FIT Plus Apdapter [sic] Set, Shaft: 0.370’, Hosel: 0.550’); TG2003 (All-FIT Plus Shaft Tip Apdapter [sic], Shaft: 0.370’); TG2004 (All-FIT Plus Hosel Tip Apdapter [sic], Size: 0.535’); TG2005 (All-FIT Plus Hosel Tip Apdapter [sic], Size: 0.550’); TG2006 (All-FIT Plus Hosel Tip Apdapter [sic], Size: 0.570’); TG2008 (All-FIT Plus Hosel Tip Apdapter [sic], Size: 0.510’); TG2009 (All-FIT Plus 0.335 Shaft Adapter); TG2010 (All-FIT Plus 0.335 Hosel Adapter).

products that infringe, by importing those products into the United States, by selling those products for importation into the United States, and/or by selling those products within the United States after importation. Top Golf infringes the asserted claims directly and/or indirectly.

1. The '709 Patent

40. Asserted Claims 1-5 and 8-14 of the '709 Patent are directed to a three-piece golf club adaptor that comprises a shaft adapter (22) (yellow in the figure below), a hosel adapter (44) (green in the figure below), and a compression nut (50) (red in the figure below) interposed between the hosel (16) of the golf club head (14) and the hosel adaptor (44). *See* Ex. 1 at Abstract. *See also, id.* at Fig 1:



The compression nut (50) engages with mating threading (28) on the shaft adaptor (22). Once engaged, “the compression nut [(50)] is rotated to couple the [shaft adaptor threading (28)] and

[compression nut threading (56)] together thereby securing the shaft and head together without the shaft being received within the bore of the hosel.” Exhibit 1, at Claim 1, 5:31-37.

41. Top Golf directly infringes these claims by making, importing into the United States, selling for importation into the United States, and/or selling within the United States after importation of Top Golf universal golf club shaft and golf club head connection adaptors, components thereof, and products containing the same, including the Universal Shaft Adapter products, and other golf club adaptor products using substantially similar components.

42. As is common in the industry, golf club adaptor products are manufactured with different sizes to correspond to differently sized golf club shafts and golf club heads. The differing sizes of the golf club adaptor products are not relevant to the infringement analysis for the '709 Patent as each size of each Accused Product infringes in the same manner. Accordingly, Club-Conex's infringement analysis for the '709 Patent refers to the Top Golf TG2016 Titanium 0.355 Hosel adapter and the Top Golf TG2015 Titanium 0.355 Shaft adapter as being representative of all the Accused Products for that patent:



Ex. 22, at 2.

43. Exemplary claim charts that apply claims 1-5 and 8-14 of the '709 Patent to representative Accused Products are attached hereto as Exhibit 20.

44. Top Golf has had actual knowledge of the '709 Patent since at least the date of the filing of this complaint, based on Club-Conex's service of a courtesy copy of the same. In addition, Top Golf has had actual knowledge of the Club-Conex FAZ-FIT products since at least January 2021, as Top Golf materials from that period advertise the Universal Shaft Adaptor Accused Products as "[c]ompatible with Club-Conex FAZ-FIT":

Universal Shaft Adapter (Compatible with Club Conex FAZ-FIT)							
SKU#	Model	Picture	Unit Price (pcs)	SKU#	Model	Picture	Unit Price (pcs)
TG2010	0.335 Titanium Shaft Adapter		\$8.00	TG2012	0.370 Titanium Shaft Adapter		\$8.00
TG2011	0.335 Aluminum Hosel Adapter with NUT		\$8.00	TG2013	0.370 Aluminum Hosel Adapter with NUT		\$8.00
TG2015	0.355 Titanium Shaft Adapter		\$8.00	TG2014	Wrench for Universal Adapter		\$10.00
TG2016	0.355 Aluminum Hosel Adapter with NUT		\$8.00	TG2017	0.335 Titanium Hosel Adapter with NUT		\$9.00
TG2018	0.370 Titanium Hosel Adapter with NUT		\$9.00	TG2019	0.355 Titanium Hosel Adapter with NUT		\$9.00

See Exhibit 15 (Jan. 16, 2021 Sales Catalog PDF), at 4. And Club-Conex marks the FAZ-FIT adaptors with the '709 Patent:



See Exhibit 16.

45. Top Golf induces users of the Accused Products, including, for example, custom golf club fitters in the United States, to infringe claims 1-5 and 8-14 of the '709 Patent with the specific intent to encourage their infringement by, among other things, marketing, creating, and/or distributing instructions on using or rendering operable infringing golf club adaptor products (including the Universal Shaft Adapter Products), and other golf club adaptor products using substantially similar components, resulting in actual infringement by users of the Accused Products.

46. For example, on information and belief, Top Golf maintains a YouTube channel with instructional videos. *See* Exhibit 29. A video titled “Titanium one” demonstrates the use of the Top Golf Universal Shaft Adapter, instructing customers that: “this is the hosel tip, ... normally you can glue [it] ... inside the hosel [and] make[] it fixed [sic].” Exhibit 30 (transcript). *See also* https://www.youtube.com/shorts/WoGDQbMplh4?&ab_channel=ALL-FITGOLF (video):

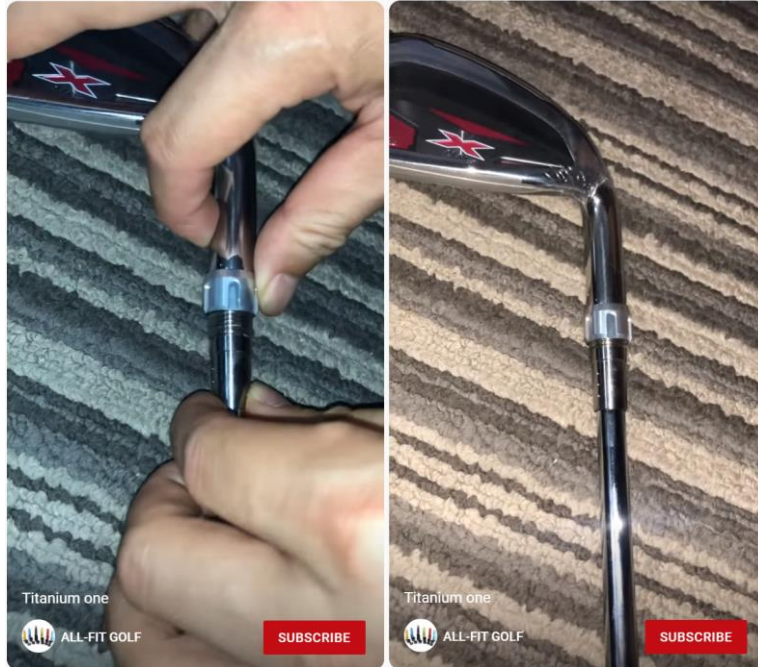


“And on the other side you [can] glue the ... shaft tips [like] this way and you can put on the shaft on the demo one.” Exhibit 30 (transcript). *See also*

https://www.youtube.com/shorts/WoGDQbMpIh4?&ab_channel=ALL-FITGOLF (video):



Top Golf further instructs that “when [the] player come[s] in you can use choose ... both of them to set up tight” and that “it will be like this ... for the player to try.” Exhibit 30 (transcript). *See also* https://www.youtube.com/shorts/WoGDQbMpIh4?&ab_channel=ALL-FITGOLF (video):



Top Golf knew or should have known that the induced acts constitute infringement. *See, e.g.*, Exhibit 15 (Jan. 16, 2021 Sales Catalog PDF), at 4 (“Compatible with Club Conex Faz-Fit”).

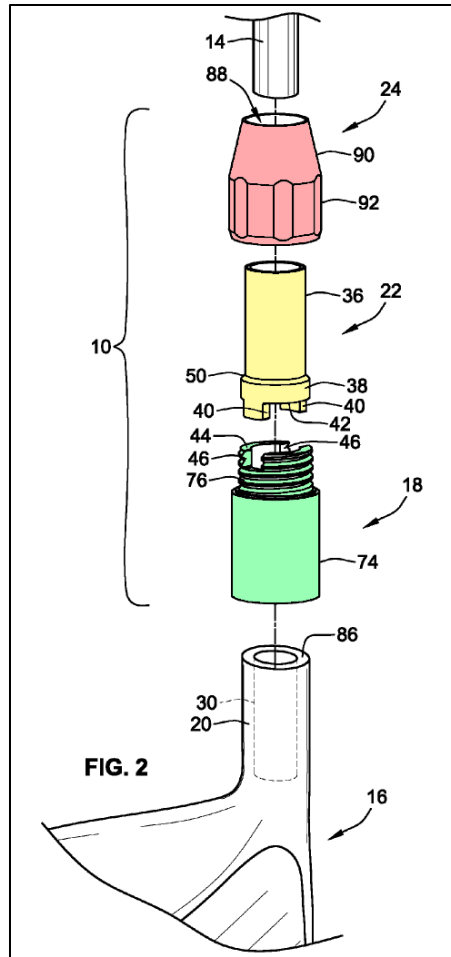
47. To the extent Top Golf manufactures, imports, sells for importation, and/or sells in the United States after importation less than all of the claimed components, Top Golf also contributes to the infringement of claims 1-5 and 8-14 of the '709 Patent by their manufacture, importation, sale for importation, and/or sale in the United States after importation of one or more components of the Accused Products. Since at least the date of filing of this Complaint (*see* ¶ 44, *supra*), Top Golf will have had knowledge of the '709 Patent and the infringing nature of the Accused Products. Top Golf is aware that their imported components are designed for use in the Accused Products, embody a material part of the invention claimed in the '709 Patent, and are not staple articles of commerce suitable for substantial non-infringing use. For example, each component of each Accused Product (*e.g.*, and infringing the shaft adapter) is designed to work only with the other components of the same Accused Product (*e.g.*, the corresponding hosel adapter and compression nut), and has no use other than to assemble a golf club using all three components

of an Accused Product. *See, e.g.*, Exhibit 15 (Jan. 16, 2021 Sales Catalog PDF), at 4 (“Compatible with Club Conex Faz-Fit”).

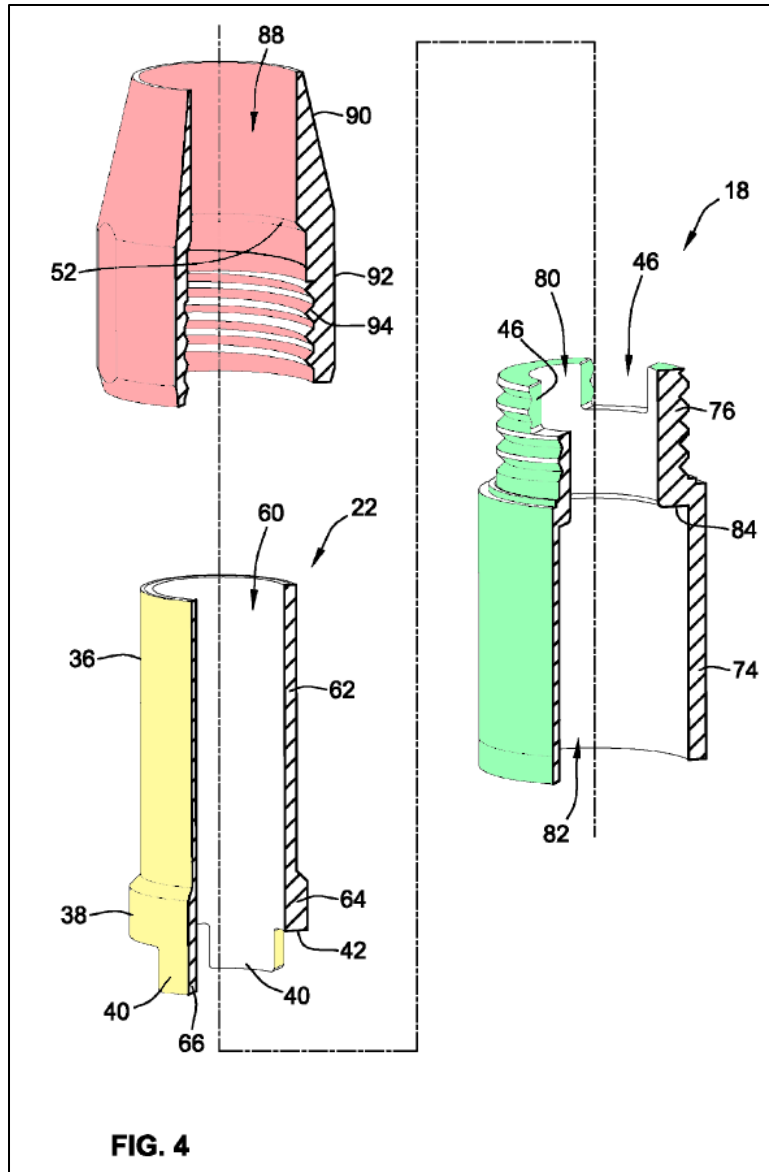
48. Top Golf’s importation, sale for importation, and sale in the United States after importation of the Accused Products and/or components thereof, are continuing. *See, e.g.*, Exhibits 8 and 9 (invoices dated Jan 24, 2022 and Feb. 26, 2022), 12 and 13 (packaging and contents for Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022). In addition, Top Golf continues to distribute product literature and website materials encouraging their customers and others to use its products in the customary and intended manner, which infringes the ’709 Patent. *See, e.g.*, Exhibits 14 and 15 (PDF sales catalogs). Top Golf’s actions demonstrate continued inducement and contributory infringement.

2. The ’454 Patent

49. Asserted Claims 1-16 of the ’454 Patent are directed to a three-piece golf club adaptor that comprises a shaft adapter (22) (yellow in the figure below), a hosel adapter (18) (green in the figure below), and a compression nut (24) (red in the figure below). *See* Ex. 2 at Fig. 2:



50. The compression nut of the '454 Patent is slidably retained to the shaft by the shaft adapter (22), which includes a flange (50, in Fig. 2) that engages a flange (52, in Fig. 4) on the inside of compression nut (24) and prevents the compression nut from sliding off of the shaft. *See* Ex. 2 at Fig 4:



51. Top Golf directly infringes these claims by making, importing into the United States, selling for importation into the United States, and/or selling within the United States after importation golf club adaptor products, including the All-FIT Plus products, and other golf club adaptor products using substantially similar components.

52. As is common in the industry, golf club adaptor products are manufactured with different sizes to correspond to differently sized golf club shafts and golf club heads. The differing sizes of the golf club adaptor products are not relevant to the infringement analysis for the '454

Patent as each size of each Accused Product infringes in the same manner. Accordingly, Club-Conex's infringement analysis for the '454 Patent refers to the ALL-FIT Plus 3 .370 as being representative of all the Accused Products for that patent:



Ex. 23, at 2.

53. Exemplary claim charts that apply claims 1-16 of the '454 Patent to representative Accused Products are attached hereto as Exhibit 21.

54. Top Golf has had actual knowledge of the '454 Patent since at least the date of the filing of this complaint, based on Club-Conex's service of a courtesy copy of the same. And Club-Conex marks the FUSE-FIT adaptors with the '454 Patent:



See Exhibit 17.

55. Top Golf induces users of the Accused Products, including, for example, custom golf club fitters in the United States, to infringe claims 1-16 of the '454 Patent with the specific intent to encourage their infringement by, among other things, marketing, creating, and/or distributing instructions on using or rendering operable infringing golf club adaptor products (including the All-FIT Plus products), and other golf club adaptor products using substantially similar components, resulting in actual infringement by users of the Accused Products. Top Golf knew or should have known that the induced acts constitute infringement.

56. To the extent Top Golf manufactures, imports, sells for importation, and/or sells in the United States after importation less than all of the claimed components, Top Golf also contributes to the infringement of claims 1-16 of the '454 Patent by their manufacture, importation, sale for importation, and/or sale in the United States after importation of one or more components of the Accused Products. Since at least the date of filing of this Complaint (*see* ¶ 54, *supra*), Top Golf will have had knowledge of the '454 Patent and the infringing nature of the Accused Products. Top Golf is aware that their imported components are designed for use in the Accused Products, embody a material part of the invention claimed in the '454 Patent, and are not staple articles of commerce suitable for substantial non-infringing use. For example, each component of each Accused Product (*e.g.*, and infringing the shaft adapter) is designed to work only with the other components of the same Accused Product (*e.g.*, the corresponding hosel adapter and compression nut), and has no use other than to assemble a golf club using all three components of an Accused Product.

57. Top Golf's importation, sale for importation, and sale in the United States after importation of the Accused Products and/or components thereof, are continuing. *See, e.g.*, Exhibits 8 and 9 (invoices dated Jan 24, 2022 and Feb. 26, 2022), 12 and 13 (packaging and contents for

Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022). In addition, Top Golf continues to distribute product literature and website materials encouraging their customers and others to use its products in the customary and intended manner, which infringes the '454 Patent. *See, e.g.*, Exhibits 14 and 15 (PDF sales catalogs). Top Golf's actions demonstrate continued inducement and contributory infringement.

VII. SPECIFIC INSTANCES OF UNLAWFUL IMPORTATION AND SALE











58. Top Golf (or others on its behalf) manufactures the Accused Products in China or another foreign country and then imports them into the United States, sells them for importation into the United States, sells them after importation into the United States, and/or engages in repair, service, and support related activities regarding the Accused Products. For example, orders placed at the request of Club-Conex are invoiced from "Top Golf Equipment Co. Limited, #2021 Renmin Rd Longhua Shenzhen GuangDong China 518131." Exhibits 8 and 9 (invoices dated Jan 24, 2022 and Feb. 26, 2022). The shipments in fulfillment of those orders were sent from "Top Golf Equipment Co. Limited, 4#303 Zhongyang Yuanzhu, Mintang Rd Shenzhen 518131 China." Exhibits 12 and 13 (packaging and contents for Accused Products purchased on Jan 24, 2022 and Feb. 26, 2022).

59. Top Golf imports and distributes the Accused Products to customers in the United States. According to its website (www.hnmgolf.com), Top Golf was founded in 2005 in Shenzhen, China. *See* Exhibit 11. On information and belief, Top Golf has a principal place of business at #2021 Renmin Rd., Longhua District, Shenzhen Guangdong, China 518131 and/or at #2021 Renmin Rd., Longhua District, Shenzhen Guangdong, China 518000.⁶ *See* Exhibit 8, at 1; Exhibit

⁶ An alternate principal place of business address listed in public documents is #2023 Renmin Rd., Longhua District, Shenzhen Guangdong, China 518000. *See, e.g.*, <https://bbs.fobshanghai.com/company/b1nm5t482n55594.html>.

9, at 1; Exhibit 10; Exhibit 11. Top Golf also does business as All-Fit Golf and sells Accused Products through its alternate website, www.allfitgolf.com. On information and belief, Top Golf manufactures the Accused Products at 604 Golf Blvd., Longhua District, Shenzhen GuangDong, China 518000. Top Golf describes itself as “one of the most professional golf Accessories suppliers in China,” and states that it “[has] been supplying: Adapters/sleeves, Screws, Weights, Scotty putter weight, Wrench, Extension, Ferrule, Tungsten Powder, Headcover, Groove Tool, Grips, etc[.] to lots of workshops, Clubs-builders, [and] Resellers for more than 10 years.” Exhibit 11. Top Golf also claim to have “built up great long term business relationship with lots of clients in [the] US” *Id.* Top Golf supplies its infringing golf club adaptor products to custom golf club fitters throughout the United States through its PDF sales flyers:

Top Golf Equipment Co., Ltd www.hnmgolf.com BEST SELLING							
SKU#	Model	Picture	Unit Price (pcs)	SKU#	Model	Picture	Unit Price (pcs)
TG1314	EPIC Speed/MAVRIK/816/815/V Serial/XR Adapter Driver & FW 0.335		\$8.00	TG1161	SIM2/M6/M5/M4/M3/2M/M1 Adapter, 0.335, ±2° RH		\$8.00
TG1616	2021 Ping G425/G410 Driver Adapter, 0.335, RH		\$8.00	TG1463	Cobra SpeedZone/F9 Driver Adapter, RH, 0.335		\$8.00
TG1212	Titleist TS1/TS/917D Adapter RH/LH, 0.335		\$8.00	TG1323	2019 EPIC Flash Fwy Adapter RH, 0.335		\$8.00
TG1605	Ping G400/G Driver adapter with REAL SOFT ferrule 0.335, Fit G30		\$8.00	TG7112	0.335 Tungsten weight(2.5mm) 4/6/8/10/12/14g For Graphite Shaft		4/6g:2.1\$ 8/10g:2.3\$ 12/14g:2.5\$
TG1001	2020 ALL-FIT Universal Golf Shaft Adapter 0.335 ±1.5°		\$12.00	TG1020	ALL-FIT Universal Golf Shaft Adapter 0.370, ±1.5°		\$12.00
TG1712	2020 ST200/CLK Hybrid Adapter , 0.370, RH		\$8.00	TG1714	2020 ST200 FW Adapter , 0.335, RH		\$8.00
TG2012	0.370 Titanium Shaft Adapter		\$8.00	TG2018	0.370 Titanium Hosel Adapter with NUT, Stronger		\$9.00
STEEL SHAFT	Steel Shaft, step/stepless iron/putter/wedge 0.355/0.370/0.390 tip		ask for Quotation	TG7125	Universal Shaft Extender 0.490"-0.570"		\$1.30
Graphite SHAFT	OEM Service Offering Example Spec: Mitsubishi Carbon CPM:235 Torque:3' Weight:60g		ask for Quotation	TG7116	Steel Shaft Extender 0.580/0.600/0.620		\$1.30

ALL-FIT Plus (Universal Iron/Rescue Shafts Adapter, Clubs Fitting/Building Best Option)							
SKU#	Model	Picture	Unit price (pcs)	SKU#	Model	Picture	Unit price (pcs)
TG2001	All-FIT Plus Adapter Set Shaft: 0.370" Hosel: 0.535"		\$12.00	TG2002	All-FIT Plus Adapter Set Shaft: 0.370" Hosel: 0.550"		\$12.00
TG2003	All-FIT Plus Shaft Tip Adapter		\$7.00	TG2004	All-FIT Plus Hosel Tip Adapter Size: 0.535"		\$7.00
TG2006	All-FIT Plus Hosel Tip Adapter Size: 0.570"		\$7.00	TG2005	All-FIT Plus Hosel Tip Adapter Size: 0.550"		\$7.00
TG2008	All-FIT Plus Hosel Tip Adapter Size: 0.510"		\$7.00	TG2007	All-FIT Plus Wrench Platinum & Blue		\$10.00
TG2009	ALL-FIT Plus 0.335 Shaft Adapter		\$7.00	TG2010	ALL-FIT Plus 0.335 Hosel Adapter		\$7.00



Universal Shaft Adapter (Compatible with Club Conex FAZ-FIT)							
SKU#	Model	Picture	Unit Price (pcs)	SKU#	Model	Picture	Unit Price (pcs)
TG2010	0.335 Titanium Shaft Adapter		\$8.00	TG2012	0.370 Titanium Shaft Adapter		\$8.00
TG2011	0.335 Aluminum Hosel Adapter with NUT		\$8.00	TG2013	0.370 Aluminum Hosel Adapter with NUT		\$8.00
TG2015	0.355 Titanium Shaft Adapter		\$8.00	TG2014	Wrench for Universal Adapter		\$10.00
TG2016	0.355 Aluminum Hosel Adapter with NUT		\$8.00	TG2017	0.335 Titanium Hosel Adapter with NUT		\$9.00
TG2018	0.370 Titanium Hosel Adapter with NUT		\$9.00	TG2019	0.355 Titanium Hosel Adapter with NUT		\$9.00

Exhibit 15 (Jan. 16, 2021 Sales Catalog PDF), at 1 (red annotations added), 3, 4; Exhibit 14 (Nov. 15, 2021 Sales Catalog PDF), at 3, 4.

60. Further, the golf club fitting industry is small, and Club-Conex knows through other participants that Top Golf is selling and importing the Accused Products into the United States for use by golf club fitters with or in replacement of Club-Conex's golf club connector products. *See* Confidential Exhibit 18C, at ¶ 35. In addition, upon review of certain golfing and golf club fitting industry websites and message boards, Club-Conex has become aware that Top Golf is importing and selling the Accused Products into the United States for use by golf club fitters with or in replacement of Club-Conex's golf club connector products. *See id.* at ¶ 36. *See also, e.g.,* Exhibit 26 ("Can any one tell me if they have used the [Top Golf] adapters??" "I use [Top Golf's] Universal Iron Adaptor (Faz-Fit). No issues."). Club-Conex brings this case in order to enforce the Asserted Patents, to prevent the importation of the infringing Accused Products, and in order

to protect its United States operations in testing, engineering, manufacturing, sales, and marketing. *See* Confidential Exhibit 18C, at ¶ 43.

61. In addition, Complainant expects discovery to reveal additional specific instances of importation, sale for importation, and/or sale after importation into the United States of the Accused Products.

VIII. HARMONIZED TARIFF SCHEDULE ITEM NUMBER

62. The Accused Products are believed to fall within at least the following classification of the Harmonized Tariff Schedule of the United States: 9506.39.00.60 (parts of golf clubs). These classifications are intended for illustration only and are not intended to be restrictive of the Accused Products.

IX. THE DOMESTIC INDUSTRY

63. As required by Section 337(a)(2) and defined by Section 337(a)(3), a domestic industry exists in the United States in connection with articles protected by the '709 and '454 Patents.

64. Club-Conex is one of the world's largest designers and resellers of universal, temporary golf club adaptors, which include adaptors protected by the Asserted Patents. Club-Conex designs, performs quality control on, warehouses, and sells the FAZ-FIT and FUSE-FIT golf club adaptors, which are protected by the Asserted Patents, in its facility at 7327 E. Tierra Buena Lane, Scottsdale, Arizona 85260. Club-Conex contracts with ParTech in South Elgin, IL to manufacture the FAZ-FIT and FUSE-FIT golf club adaptors, which are protected by the Asserted Patents, in the United States. *See* Confidential Exhibit 18C, at ¶ 28-30; Confidential Exhibit 19C, at ¶¶ 5-8. Until October 2021 Club-Conex contracted with Chips Manufacturing in West Chicago, Illinois to manufacture the FAZ-FIT and FUSE-FIT golf club adaptors, which are

protected by the Asserted Patents, in West Chicago, Illinois. *See* Confidential Exhibit 18C, at ¶ 27.

65. Club-Conex's parent company True Spec also does additional quality control of the FAZ-FIT and FUSE-FIT adaptor products on behalf of Club-Conex. True Spec research and development personnel perform cross sectioning and manufacturing tolerance measurements, True Spec club-fitting personnel perform live swing testing with assembled golf clubs, and True Spec customer support personnel collect, compile, and provide golfer, club-fitter, and customer feedback to Club-Conex. *See* Confidential Exhibit 18C, at ¶ 31.

A. Technical Prong

66. Claim charts demonstrating how Complainant's FAZ-FIT and FUSE-FIT golf club adaptors are covered by an exemplary claim of each of the Asserted Patents are attached as Exhibits 24 and 25. Therefore, these golf adaptors and components thereof are protected by the '709 and '454 Patents, and a domestic industry for those articles exists.

B. Economic Prong

67. A domestic industry, under subsections (A) and (B) of Section 337(a)(3), exists by virtue of Complainant's U.S. investment in plant and equipment, and employment of U.S. labor and capital, including through research and development, production, testing and engineering, warranty, customer support, and other activities designed to exploit the patented technology. Complainant's U.S. investments related to the articles protected by the Asserted Patents are discussed in more detail in the Confidential Declaration of Mr. Hoyt McGarity, CEO of Complainant Club-Conex. *See* Confidential Exhibit 18C.

68. The FAZ-FIT and FUSE-FIT golf club adaptors are designed, developed, tested, marketed, sold, and supported in the United States, first in Rockford, Illinois, then, in 2016, in Columbus, Ohio. In April 2016 Club-Conex's operations were moved to a facility at 7327 E.

Tierra Buena Lane, Scottsdale, Arizona 85260, USA, Club-Conex's current headquarters.⁷ *See* Confidential Exhibit 18C, at ¶ 21.

69. Club-Conex has made and continues to make significant investments in plant and equipment in the United States, including at its location in Scottsdale, Arizona. *See* Confidential Exhibit 18C, at ¶¶ 21-26, 34. Club-Conex has also made investments in its domestic facilities which are necessary for Club-Conex to research, develop, design, engineer, warehouse, market, and sell its FAZ-FIT and FUSE-FIT golf club adaptors. Club-Conex currently occupies a facility at 7327 E. Tierra Buena Lane, Scottsdale, Arizona 85260. *See id.*, at ¶¶ 22-23. This facility serves as Club-Conex's corporate headquarters and includes engineering, design, research and development, warehousing, sales, marketing, administration, fulfillment and shipping, testing, quality control, and showroom space. *See id.*, at ¶ 22. Club-Conex's facility expenses include building rent and common area maintenance for its facility. *See id.*, at ¶ 23. Club-Conex began utilizing this facility in April 2016. *See id.*, at ¶ 21. This facility is located in Arizona, one of the hearts of the United States golf industry. *See id.*, at ¶ 21. Club-Conex incurs significant costs in the operation of its facilities. *See, id.*, at ¶¶ 22-23.

70. Club-Conex has also made significant investments in labor and capital with respect to the FAZ-FIT and FUSE-FIT golf club adaptors in in Scottsdale, Arizona. This includes employees who work on product research, development, warehousing, quality control, accounting, and other tasks. *See, id.*, at ¶ 25-26.

71. The FAZ-FIT and FUSE-FIT golf club adaptors are manufactured in the United States on behalf of Club-Conex by ParTech in South Elgin, IL. *See* Confidential Exhibit 18C, at

⁷ Beginning in approximately August of 2022, Club-Conex expects to relocate its operations to 15035 N. 75th Street, Scottsdale, Arizona, 85260.

¶ 28-30; Confidential Declaration of Edward Stedman, Vice President of ParTech, Confidential Exhibit 19C, at ¶¶ 5-8. ParTech has made significant investments in plant and equipment in the United States, including at its location in South Elgin, IL, where the FAZ-FIT and FUSE-FIT golf club adaptors are manufactured. *See id.*, at ¶ 6. ParTech has also made significant investments in labor and capital with respect to the manufacture and quality control of the FAZ-FIT and FUSE-FIT golf club adaptors in South Elgin, IL. *See, id.*, at ¶ 7-8.

72. Until October 2021 Club-Conex contracted with Chips Manufacturing in West Chicago, Illinois to manufacture the FAZ-FIT and FUSE-FIT golf club adaptors, in West Chicago, Illinois. *See* Confidential Exhibit 18C, at ¶ 27. Club-Conex made significant investments of capital through contract manufacturing by Chips Manufacturing at its location in West Chicago, Illinois, where the FAZ-FIT and FUSE-FIT golf club adaptors were manufactured. *See id.*

73. Club-Conex and its partners engage in extensive quality control. *See* Confidential Exhibit 18C, at ¶¶ 30-31. First, ParTech performs initial quality control at the point of manufacture. *See* Confidential Exhibit 19C, at ¶ 8. The FAZ-FIT and FUSE-FIT adaptor products are also inspected by Club-Conex staff upon delivery to Club-Conex's facility in Scottsdale, Arizona. *See* Confidential Exhibit 18C, at ¶ 30.

74. Club-Conex's parent company True Spec also does additional quality control of the FAZ-FIT and FUSE-FIT adaptor products on behalf of Club-Conex. True Spec research and development personnel perform cross sectioning and manufacturing tolerance measurements, True Spec club-fitting personnel perform live swing testing with assembled golf clubs, and True Spec customer support personnel collect, compile, and provide golfer, club-fitter, and customer feedback to Club-Conex. *See* Confidential Exhibit 18C, at ¶ 31.

75. Club-Conex engages in extensive training for the customers of its FAZ-FIT and FUSE-FIT adaptor products. *See* Confidential Exhibit 18C, at ¶ 32-33. Most often, a representative of Club-Conex will provide instructional videos to customers (where the True Spec demo team demonstrates installation and use of the adaptor products), and then hold a phone call to walk the customer through the installation and use of the FAZ-FIT and FUSE-FIT adaptor products. *See id.* at ¶ 31.

76. Additional information regarding Club-Conex and its partners' investments in plant, equipment, labor, capital, research and development, and engineering related to the FAZ-FIT and FUSE-FIT golf club adaptors and the technology of the Asserted Patents is set forth in Confidential Exhibits 18C and 19C. Club-Conex and its partners' significant domestic investments in the FAZ-FIT and FUSE-FIT golf club adaptors, the technology of the Asserted Patents, and exploitation, in the United States, with respect to articles protected by the Asserted Patents, are continuing and ongoing.

X. RELIEF REQUESTED

77. WHEREFORE, by reason of the foregoing, Complainant requests that the United States International Trade Commission:

- a. Institute an immediate investigation, pursuant to Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, with respect to violations of Section 337 based on Respondent's unlawful importation into the United States, sale for importation into the United States, and/or sale within the United States after importation of certain golf club adaptors and components thereof, and products containing the same, that infringe one or more claims of United States Patent Nos. 7,857,709 and 8,562,454;

- b. Schedule and conduct a hearing on the unlawful acts and, following the hearing, determine that there has been a violation of Section 337;
- c. Issue a permanent limited exclusion order, pursuant to Section 337(d) of the Tariff Act of 1930, as amended, excluding from entry into the United States all of Respondent's golf club adaptors and components thereof, and products containing the same, that infringe one or more claims of United States Patent Nos. 7,857,709 and 8,562,454;
- d. Issue a permanent cease and desist order, pursuant to Section 337(f) of the Tariff Act of 1930, as amended, directing Respondent to cease and desist from the importation, marketing, advertising, demonstrating, warehousing inventory for distribution, servicing, repairing, and sale of golf club adaptors containing composite separators and components thereof, and products containing the same, that infringe one or more claims of United States Patent Nos. 7,857,709 and 8,562,454;
- e. Impose a bond upon importation and sales of infringing articles during the 60-day-Presidential review period per 19 U.S.C. § 1337(j); and
- f. Grant 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.

Date: May 19, 2022

Respectfully submitted,

/s/ Gregory T. Chuebon

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UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

In the Matter of

CERTAIN UNIVERSAL GOLF CLUB
SHAFT AND GOLF CLUB HEAD
CONNECTION ADAPTORS, CERTAIN
COMPONENTS THEREOF, AND
PRODUCTS CONTAINING THE SAME

Investigation
No. 337-TA- _____

VERIFICATION OF COMPLAINT

I, Hoyt McGarity, declare in accordance with 19 C.F.R. §§ 210.4 and 210.12(a), under penalty of perjury, that the following statements are true:

1. I am the CEO of Club-Conex, LLC (“Club-Conex” or “Complainant”) and am duly authorized to sign this Complaint on behalf of Complainant;
2. I have read the foregoing Complaint;
3. To the best of my knowledge, information, and belief, based upon reasonable inquiry, the claims and other legal contentions set forth in the foregoing Complaint are warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law;
4. To the best of my knowledge, information, and belief, based upon reasonable inquiry, the allegations or other factual contentions set forth in the foregoing Complaint have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and
5. The foregoing Complaint is not being submitted for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

Executed on May 18, 2022


/s/ _____
Hoyt McGarity