

Nicholas J. Santoro, Esq.
Nevada Bar No. 0532
Jason D. Smith, Esq.
Nevada Bar No. 9691
HOLLEY DRIGGS
300 South 4th Street, Suite 600
Las Vegas, NV 89101
Tel.: 702.791.0308
Fax: 702.791.1912
Email: nsantoro@nevadafirm.com
jsmith@nevadafirm.com

Kadie M. Jelenchick, Esq.
(Pro Hac Vice)
Michelle A. Moran, Esq.
(Pro Hac Vice)
FOLEY & LARDNER LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Tel.: 414.319.7324
Fax: 414.297.4900
Email: kjelenchick@foley.com
mmoran@foley.com

Attorneys for Plaintiff RAVIN CROSSBOWS, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RAVIN CROSSBOWS, LLC,

Plaintiff,

v.

HUNTER'S MANUFACTURING
COMPANY, INC. d/b/a TENPOINT
CROSSBOW TECHNOLOGIES,

Defendant.

Case No. 2:21-cv-02213-GMN-EJY

**PLAINTIFF'S RULE 26(a)(1) FIRST
SUPPLEMENTAL INITIAL DISCLOSURES**

1 Pursuant to Rules 26(a)(1) and 26(e) of the Federal Rules of Civil Procedure, Plaintiff
2 Ravin Crossbows, LLC (“Ravin”), by and through its attorneys, hereby serves its First
3 Supplemental Initial Disclosures. Ravin’s investigation is ongoing, and these First Supplemental
4 Initial Disclosures are based upon information currently known and reasonably available to
5 Ravin after making a good-faith inquiry and investigation. Continuing investigation and
6 discovery may alter these First Supplemental Initial Disclosures; therefore, Ravin provides these
7 First Supplemental Initial Disclosures with the understanding that they do not in any way limit
8 its discovery or its right, pursuant to Rule 26(e) of the Federal Rules of Civil Procedure, to
9 further supplement or correct these First Supplemental Initial Disclosures in the future. Ravin
10 expressly reserves the right to amend, expand, add, supplement, change, alter, or otherwise
11 modify these First Supplemental Initial Disclosures as Ravin learns new information, Defendant
12 Hunter’s Manufacturing Company, Inc. d/b/a TenPoint Crossbow Technologies (“TenPoint”)
13 introduces or releases new products, additional facts are ascertained as discovery progresses in
14 this case, including written discovery, document production, and both fact and expert
15 depositions, analyses are made, any contentions are made, and claims are construed. Ravin
16 reserves all claims and defenses under the Federal Rules of Civil Procedure and the Patent Laws
17 of the United States that may now exist or in the future be available.

18 Ravin provides its First Supplemental Initial Disclosures as follows:

19 **26(a)(1)(A)(i): The name and, if known, the address and telephone number of each**
20 **individual likely to have discoverable information – along with the subjects of that**
21 **information – that the disclosing party may use to support its claims or defenses, unless the**
22 **use would be solely for impeachment.**

23 **Supplemental Response:**

24 Ravin identifies the persons listed in the chart below as individuals who may have
25 discoverable information that Ravin may use to support its claims against TennPoint and its
26 defenses to TenPoint’s counterclaims. Ravin has provided last known telephone numbers and
27 addresses, or addresses and telephone numbers believed to be correct, solely to comply with Rule
26(a)(1)(A)(i) of the Federal Rules of Civil Procedure and does not consent to or authorize any

communications with these individuals or to any communications that are otherwise prohibited by applicable rules of professional conduct. Ravin reserves the right to remove any individual from the below list should it learn that the information known by such individual is not discoverable.

Individual	Address & Phone Number	Subject(s)
Dave Bakken	Ravin Crossbows, LLC 3535 Tower Avenue Superior, Wisconsin 54880 715.718.3574 This individual should be contacted, if at all, through counsel at Foley & Lardner LLP.	Promotion and sale of Ravin's crossbows.
Jay Engstrom	Ravin Crossbows, LLC 3535 Tower Avenue Superior, Wisconsin 54880 715.718.3574 This individual should be contacted, if at all, through counsel at Foley & Lardner LLP.	Business, industry, and company background, including Ravin's operations and manufacturing capacity.
Doug Guthrie	Ravin Crossbows, LLC 3535 Tower Avenue Superior, Wisconsin 54880 715.718.3574 This individual should be contacted, if at all, through counsel at Foley & Lardner LLP.	Development and manufacturing of Ravin's crossbows; technical and functional aspects of Ravin's crossbows.

Individual	Address & Phone Number	Subject(s)
Dayne Lester	Ravin Crossbows, LLC 3535 Tower Avenue Superior, Wisconsin 54880 715.718.3574 This individual should be contacted, if at all, through counsel at Foley & Lardner LLP.	Pricing, costs, profitability, and commercial success of Ravin's crossbows; Ravin's damages caused by TenPoint; ownership and licensing of U.S. Patent Nos. 9,354,015 ("the '015 patent"), 9,494,379 ("the '379 patent"), 9,879,936 ("the '936 patent"), 10,254,073 ("the '073 patent"), 10,712,118 ("the '118 patent") and 11,085,728 ("the '728 patent") (collectively, "the patents-in-suit").
Karl Schwappach	17 South Long Lake Trail St. Paul, Minnesota 55127 612.240.9505	TenPoint's efforts to license the patents-in-suit.
Craig Yehle	Ravin Crossbows, LLC 3535 Tower Avenue Superior, Wisconsin 54880 715.718.3574 This individual should be contacted, if at all, through counsel at Foley & Lardner LLP.	Assignments and inventions claimed in the patents-in-suit, including the conception, research, design, development, and reduction to practice of these inventions and the incorporation of the patented-technology into Ravin's crossbows.
Mike Shaffer	Hunter's Manufacturing Company, Inc. d/b/a TenPoint Crossbow Technologies 1325 Waterloo Road Mogadore, Ohio 44260	TenPoint's copying of Ravin's crossbows to develop TenPoint's infringing crossbows.
JoAnna Rolenz	Hunter's Manufacturing Company, Inc. d/b/a TenPoint Crossbow Technologies 1325 Waterloo Road Mogadore, Ohio 44260	Sales, costs, and profitability of TenPoint's infringing crossbows.

1 **26(a)(1)(A)(ii): a copy—or a description by category and location—of all documents,**
2 **electronically stored information, and tangible things that the disclosing party has in its**
3 **possession, custody, or control and may use to support its claims or defenses, unless the use**
4 **would be solely for impeachment.**

5 **Response:**

6 Ravin believes that some of the documents, electronically stored information, and any
7 tangible things that it may use to support its claims against TenPoint and its defenses to
8 TenPoint's counterclaims are located at Ravin's business office and from publicly available
9 sources. Copies of the identified categories of documents may be obtained through counsel
10 unless they are otherwise publicly available. In addition, Ravin anticipates that materials
11 produced in response to its discovery requests will support Ravin's claims against TenPoint and
12 its defenses to TenPoint's counterclaims.

13 Ravin provides the following categories of documents solely to comply with Rule
14 26(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and does not waive its right to object to
15 the production of any particular document or tangible thing disclosed herein on the basis of any
16 privilege, work product immunity, relevancy, materiality, competency, undue burden, hearsay, or
17 any other valid objection to its discoverability or to its use as evidence:

- 18 1. Documents available from the United States Patent and Trademark Office relating
19 to the patents-in-suit, including file histories;
- 20 2. Documents relating to the ownership, assignment, and licensing of the patents-in-
21 suit;
- 22 3. Documents and things concerning TenPoint's infringement of the patents-in-suit;
- 23 4. Documents and things concerning the conception, design, development,
24 operation, function, features, and performance of TenPoint's accused infringing
25 crossbows;
- 26 5. Documents and things related to technical, marketing, sales, customers, pricing,
27 and financial information relating to TenPoint's accused infringing crossbows;
- 28 6. Documents and things related to TenPoint's communications or correspondence
29 with customers, competitors, or the media relating to Ravin, the patents-in-suit,
30 and technology contained therein;
- 31 7. Documents relating to TenPoint's willfulness;

8. Documents and things concerning the conception, design, development, operation, function, features, and performance of Ravin's crossbows;
9. Documents and things related to the promotion, sale, pricing, costs, profitability, and commercial success of Ravin's crossbows;
10. Ravin's marking of its crossbows; and
11. Documents relating to past and future financial losses Ravin has or will suffer as a result of TenPoint's conduct, and Ravin's claims for damages.

Documents in category 1 and certain documents in category 2 are publicly available. Documents in the remaining categories are located in the files of Ravin, TenPoint, and/or their respective counsel.

26(a)(1)(A)(iii): a computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Response:

35 U.S.C. § 284 provides that the Court shall award “damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court.” Ravin seeks damages adequate to compensate for TenPoint's infringement, including lost profits and/or reasonable royalties. Ravin will also seek an award of increased damages for willful infringement pursuant to 35 U.S.C. § 284 and for the recovery of its attorneys' fees, expenses, and costs. Precise calculation of damages is ongoing and may be the subject of expert testimony.

26(a)(1)(A)(iv): for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment

Response:

Not applicable.

1 Dated: March 10, 2023

Respectfully submitted,

2 /s/ Kadie M. Jelenchick

Nicholas J. Santoro, Esq.

3 Nevada Bar No. 532

4 Jason D. Smith, Esq.

Nevada Bar No. 9691

5 **HOLLEY DRIGGS**

300 South 4th Street, Suite 600

6 Las Vegas, NV 89101

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15 Fax: 414.297.4900

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16 *Attorneys for Plaintiff RAVIN CROSSBOWS, LLC*

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CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of March, 2023, a true and correct copy of
PLAINTIFF'S RULE 26(a)(1) FIRST SUPPLEMENTAL INITIAL DISCLOSURES was
served on all counsel of record for Defendant via electronic mail.

/s/ Michelle A. Moran
Michelle A. Moran