UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

CHAMPION POWER EQUIPMENT, INC. Plaintiff/Counterclaim Defendant, v. GENERAC POWER SYSTEMS, INC. Defendant/Counterclaim Plaintiff.	Case No. 24-cv-1281 **DEFENDANT/COUNTERCLAIM PLAINTIFF'S SUPPLEMENTAL PRELIMINARY INVALIDITY CONTENTIONS** **CONTAINS MATERIAL DESIGNATED HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. GENERAL RESERVATION 2

III. IDENTIFICATION OF PRIOR ART 5

A. Priority Date of the Asserted Patents 5

B. Prior Art 5

1. Patents 6

2. Printed Publications 9

3. Sales Activity, Public Use, and Other Knowledge 12

IV. GROUNDS OF INVALIDITY UNDER 35 U.S.C. §§ 102, 103 15

A. Invalidity Due to Anticipation 15

B. Invalidity Due to Obviousness 16

1. Exemplary Combinations 18

2. Motivation(s) to Combine 19

C. Identification of Grounds of Invalidity 23

D. Incorporation of *Inter Partes* Review Grounds 32

E. Incorporation of Contentions and Interrogatory Answers Regarding Invalidity 33

V. INVALIDITY UNDER 35 U.S.C. § 112 34

A. 35 U.S.C. § 112(a) (Lack of Enablement and Failure to Satisfy Written Description) 34

B. 35 U.S.C. § 112(b) (Indefiniteness) 47

VI. UNENFORCEABILITY DUE TO INVENTORS', OFFICERS', AND PROSECUTING ATTORNEYS' INEQUITABLE CONDUCT 53

A. Inequitable Conduct Related to Firman RD9000E Prior Art 53

1. Identification of the Asserted Patents Subject to Champion's Inequitable Conduct Related to Firman's RD9000E Prior Art 53

2. Identification of the Individuals Who Have Committed Inequitable Conduct 53

3. Champion's Inequitable Conduct Related to Firman's RD9000E Prior Art 54

4. The 2015 Patent Family Inventors, the 2015 Patent Family Prosecutors, and the Champion Officers Committed Inequitable Conduct by Failing to Disclose the RD9000E During Prosecution of the 2015 Patent Family. 56

B. Inequitable Conduct Related to Champion's October 2014 Prior Art Disclosure to Cabela's 59

1. Identification of the Asserted Patents Subject to Champion's Inequitable Conduct Related to Champion's October 2014 Prior Art Disclosure to Cabela's 59

2. Identification of the Individuals Who Have Committed Inequitable Conduct 59

3. Champion's Inequitable Conduct Related to Champion's October 2014 Prior Art Disclosure to Cabela's 60

4. The 2015 Continuation-in-Part Patent Family Inventors, the 2015 Continuation-in-Part Patent Family Prosecutors, and the Champion Officers Committed Inequitable Conduct by Failing to Disclose Champion's October 2014 Prior Art Disclosure to Cabela's During Prosecution of the 2015 Continuation-in-Part Patent Family. 61

VII. CONCLUSION 64

Champion - EX2113, Page 3 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

I. INTRODUCTION

Pursuant to the Amended Scheduling Order (Dkt. 59), Defendant/Counterclaim Plaintiff Generac Power Systems, Inc. ("Generac") hereby discloses its Supplemental Preliminary Invalidity Contentions. Plaintiff/Counterclaim Defendant Champion Power Equipment, Inc. ("Champion") has asserted infringement of U.S. Patent No. 10,221,780 ("the '780 Patent"); U.S. Patent No. 10,598,101 ("the '101 Patent"); U.S. Patent No. 10,697,398 ("the '398 Patent"); U.S. Patent No. 11,143,120 ("the '120 Patent"); U.S. Patent No. 11,143,145 ("the '145 Patent"); U.S. Patent No. 11,306,667 ("the '667 Patent"); U.S. Patent No. 11,492,985 ("the '985 Patent"); U.S. Patent No. 11,530,654 ("the '654 Patent"); U.S. Patent No. 10,840,970 ("the '970 Patent"); U.S. Patent No. 11,905,895 ("the '895 Patent"); and U.S. Patent No. 11,905,896 ("the '896 Patent") (collectively "the Asserted Patents"). Specifically, Champion has asserted infringement of Claims 1, 2, 6, 7, 8, 9, 11, 14, and 15 of the '780 Patent; Claims 1, 2, 8, 9, 18, and 19 of the '101 Patent; Claims 1, 3, 4, 5, 6, 7, 19, 20, 22, 43, 44, 56, 57, and 58 of the '398 Patent; Claim 12 of the '120 Patent; Claims 1, 2, 3, 4, 5, 6, 7, 10, 11, 13, and 14 of the '145 Patent; Claims 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the '667 Patent; Claims 16 and 17 of the '985 Patent; Claims 6, 7, and 9 of the '654 Patent; Claims 1, 2, 4, 5, 11, 20, 21, 22, 23, 26, 27, and 33 of the '970 Patent; Claims 1, 2, 6, 7, 8, 12, 13, 14, 15, and 21 of the '895 Patent; Claims 7, 8, 14, 15, 16, 30, 31, 32, 34, 35, 36, 37, and 38 of the '896 Patent (collectively "the Asserted Claims"). Generac's Supplemental Preliminary Invalidity Contentions, including claim chart Exhibits A-01–A-15; B-01–B-20, D-01–D-15; E-01–E-18; F-01–F-19; G-01–G-20; H-01–H-20; I-01–I-15; J-01–J-25; K-01–K-25; and M-01–M-25, and supporting Exhibits 1-86 (collectively, "Invalidity Contentions") demonstrate that each of the Asserted Claims are invalid under 35 U.S.C. §§ 101, 102, 103, and/or 112.[1] Generac provides its

[1] The Supplemental Preliminary Invalidity Contentions incorporate by reference the exhibits served alongside the Preliminary Invalidity Contentions on August 22, 2025, including claim chart

Champion - EX2113, Page 4 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Supplemental Preliminary Invalidity Contentions for the Asserted Claims and specifically reserves the right to further supplement revise, and/or amend these Supplemental Preliminary Invalidity Contentions to account for the addition or withdrawal of claims that Champion may be permitted or required to make, any rulings on claim construction, and/or any discovery or evidence uncovered in the case.

II. GENERAL RESERVATION

Generac's Supplemental Preliminary Invalidity Contentions are subject to the reservations stated herein and to revision, supplementation, and amendment as provided in Rule 26(e) of the Federal Rules of Civil Procedure, the Scheduling Order, the Local Rules, the Court's claim constructions, analyses and opinions of expert witnesses concerning claim construction, infringement, invalidity, and unenforceability issues, and any position that Champion takes concerning any of the foregoing.

Generac's Supplemental Preliminary Invalidity Contentions are based on information reasonably and presently available to Generac and are based on prior art located after a reasonable search and without discovery from Champion. Generac expressly reserves its right to amend these Supplemental Preliminary Invalidity Contentions should Champion provide any information that it failed to provide in its disclosures, change its positions, or should Champion amend its disclosures in any way. Furthermore, because discovery is ongoing, Generac reserves its right to revise, amend, and/or supplement the information provided herein, including by identifying, charting, and relying on additional references, as information becomes available during discovery.

Prior art not included in these Supplemental Preliminary Invalidity Contentions, whether presently known or not known to Generac, may become relevant. For example, Generac may

Exhibits A-01–A-09; B-01–B-18, D-01–D-15; E-01–E-18; F-01–F-15; G-01–G-20; H-01–H-15; I-01–I-09; J-01–J-25; K-01–K-25; and M-01–M-25, and supporting Exhibits 1-86.

Champion - EX2113, Page 5 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

receive, either via informal request or pursuant to subpoena, documents from third parties who are believed to have knowledge, documentation, and/or corroborating evidence concerning prior art listed herein and/or additional prior art. These third parties include, as applicable and without limitation, the authors, inventors, assignees, and/or licensees of the prior art references listed in these disclosures. If and to the extent Champion contends any limitations of the Asserted Claims are not disclosed in the prior art identified herein, Generac reserves its right to identify other portions or references that disclose and/or render obvious both any such allegedly missing limitations of any claims and those claims as a whole. Generac reserves all rights to rely on any reference found in the prosecution history of the applications leading to the Asserted Patents, including where Champion takes positions inconsistent with positions taken before the U.S. Patent and Trademark Office ("USPTO").

Generac offers these Supplemental Preliminary Invalidity Contentions without prejudice to any position Generac may ultimately take as to any claim construction issues not yet decided by the Court. Generac's Supplemental Preliminary Invalidity Contentions are based on Generac's present understanding of the Asserted Claims prior to claim construction by the Court and in view of the apparent claim constructions Champion is asserting in view of Champion's Infringement Contentions. Nothing herein should be construed or represented as evidencing any express or implied agreement with any of Champion's claim construction or infringement positions. Generac expressly reserves its right to contest such claim constructions. Generac further makes these Supplemental Preliminary Invalidity Contentions in the alternative and specifically reserves the right to take inconsistent and alternative positions at this early stage of the discovery process and before the claim construction process has completed and before the Court's claim construction order is issued.

Champion - EX2113, Page 6 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Generac further intends to rely on admissions concerning the scope of the prior art relevant to the Asserted Patents found in, *inter alia*: the patent prosecution history of the Asserted Patents and any related patents and/or patent applications; any deposition testimony of the named inventors of the Asserted Patents and any related patents and/or patent applications; and the papers filed and any evidence submitted by Champion in connection with this action or any other action in which the Asserted Patents have been, are, or will be at issue. Generac's claim charts cite to particular teachings and disclosures of the prior art as applied to features of the Asserted Claims. However, a person having ordinary skill in the art ("POSA") generally may view an item of prior art in the context of other publications, literature, products, and understanding. As such, the cited portions are only examples, and Generac reserves its right to rely on uncited portions of the prior art references and on other publications, expert testimony, and other evidence as aids in understanding and interpreting the cited portions, as providing context thereto, and as additional evidence that the prior art discloses a claim limitation or any of the Asserted Claims as a whole. Generac further reserves its right to rely on uncited portions of the prior art references, other publications, and testimony, including expert testimony, to establish bases for combinations of certain cited references that render the Asserted Claims obvious.

The references discussed in the claim charts may disclose the elements of the Asserted Claims explicitly and/or inherently, and/or they may be relied upon to show the state of the art in the relevant time frame. Any obviousness combinations are provided in addition and in the alternative to Generac's anticipation contentions and are not to be construed as an admission or suggestion that any reference included in the combinations does not by itself anticipate.

Generac reserves its right to challenge any terms of any Asserted Claims under 35 U.S.C. § 112 beyond the grounds outlined herein, especially in view of any of Champion's positions taken

Champion - EX2113, Page 7 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

in claim construction, including by arguing that they are indefinite, not supported by the written description, or not enabled. Nothing stated herein shall be construed as a waiver of any argument available under 35 U.S.C. §§ 101, 102, 103, and/or 112.

III. IDENTIFICATION OF PRIOR ART

Subject to Generac's reservation of rights herein, Generac identifies the prior art of which it is presently aware, appreciates the significance of given the state of discovery, and that individually or in combination(s) invalidates the Asserted Claims of the Asserted Patents and evidences the state of the art as of the earliest alleged priority date of the Asserted Patents. Generac's identification of prior art is based on Generac's present understanding of the Asserted Claims and any claim constructions expressed or implied in Champion's Infringement Contentions.

A. Priority Date of the Asserted Patents

The Asserted Patents and associated asserted claims have the following priority dates:

Champion Patent Nos.	Patent Priority Date
10,221,780	June 12, 2015
10,598,101	November 1, 2013
10,697,398	October 28, 2015
11,143,120	October 28, 2015
11,143,145	October 28, 2015
11,306,667	November 1, 2013
11,492,985	June 12, 2015
11,530,654	June 12, 2015
11,840,970	June 12, 2015
11,905,895	June 12, 2015
11,905,896	November 1, 2013

B. Prior Art

Generac hereby identifies the following prior art with public availability and/or effective filing dates before the Critical Date that Generac relies on in its Supplemental Preliminary Invalidity Contentions.

Champion - EX2113, Page 8 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

1. Patents

The following patents and published patent applications qualify as prior art under at least one or more provisions of 35 U.S.C. § 102.

Exhibit	Patent / Pub. No.	Title	To	Effective Filing / Publication / Issued Date (On or Before)
2	US 3,250,264	Engine improvements	Bartholomew	3/29/1965
3	US 4,372,276	Arrangement for switching a carburetor in internal combustion engines	Bernhardsson & Svensson	6/13/1980
4	US 6,541,718	Full power switch assembly for portable generators	Burkholder et al.	4/13/2001
11	IN 207,333	Liquefied petroleum gas (LPG) vapor fuel metering system for stationary bi-fuel engines	Chaudhari	7/7/2006
12	US 8,040,663	Sequenced separately-derived transfer switch capable of switching a load between a pair of power supplies without introducing open neutral switching transients	Czarnecki	7/16/2008
13	US 7,481,087	Safety interlock system	De Vries	5/27/2005
14	US 8,517,718	Dual fuel heating source	Deng	6/9/2010
16	US 5,718,265	Cap and shield assembly	Elsdon & Cornford	2/24/1995

Champion - EX2113, Page 9 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Patent / Pub. No.	Title	To	Effective Filing / Publication / Issued Date (On or Before)
21	US 2009/0211555	Carburetor for a Combustion Engine, and Method for the Controlled Delivery of Fuel	Fischer & Ottosson	12/8/2006
22	JP2005330867	Change-over feeder for different kinds of liquefied gas fuels	Fujisawa	12/2/2005
37	US 4,492,207	Dual fuel system	Hallberg '207	2/27/1981
38	US 4,574,763	Dual Fuel Carburetion System and Method	Hallberg '763	2/18/1982
39	US 3,807,377	FUEL SYSTEM	Hirschler Jr. & Marsee	8/23/1971
40	US 1,931,698	FUEL SYSTEM FOR INTERNAL COMBUSTION ENGINES	Holzapfel	3/30/1931
42	JPH1182083	Fuel switching device for dual fuel engine	Imamura	3/26/1999
44	US 2014/0239645	Generator including a fuel shutoff valve	Jungmann	2/28/2013
45	US 4,811,720	Fuel supply system for gaseous fuel operated vehicle and regulator therefor	Katumata & Kondo	12/16/1985
46	US 7,165,536	Evaporative emissions control system for small internal combustion engines	Kirk et. al.	6/14/2004

Exhibit	Patent / Pub. No.	Title	To	Effective Filing / Publication / Issued Date (On or Before)
51	US 5,161,496	Fuel injection system for internal combustion engines	Matsushima et. al.	6/11/1990
52	US 4,335,697	Internal combustion engine dual fuel system	McLean	4/8/1980
54	US 2014/0338634	Automatic fuel shutoff	Mitchell et. al.	5/20/2013
55	US 2014/0202430	Dual fuel system for an internal combustion engine	Monros	1/15/2014
56	JPS61283734	Gasoline-lpg combined engine	Nakafushi	2/13/1986
57	US 4,776,988	Apparatus for varying carburetor fuel metering jet	Neal	10/13/1987
58	US 6,276,345	Dual fuel system for an internal combustion engine	Nelson et. al.	12/22/1999
59	US 5,301,644	Fuel shut-off mechanism for internal combustion engines	Olmr	6/16/1993
60	US 2011/0100335	Fuel delivery system	Parlatore et. al.	11/5/2009
63	US 4,489,699	Control mechanism for selectively operating an internal combustion engine on two fuels	Poehlman	05/10/1982
64, 65	JP2004293475A	Fuel cock structure of carburetor (Translated)	Saito et al.	10/21/2004

Champion - EX2113, Page 11 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Patent / Pub. No.	Title	To	Effective Filing / Publication / Issued Date (On or Before)
66	US 9,435,273	Dual fuel selector switch	Sarder et. al.	11/1/2013
67	US 10,598,101	Dual fuel selector switch	Sarder et. al.	2/4/2016
68	US 11,306,667	Dual fuel selector switch	Sarder et. al.	2/13/2020
69	US 11,761,390	Dual fuel selector switch	Sarder et. al.	2/16/2022
70	US 11,905,896	Dual fuel selector switch	Sarder et. al.	6/7/2023
76	US 1,827,214	Carburetor for internal combustion engines	Sturm	12/10/1927
77	US 2007/0137691	ENGINE OPERATED GENERATOR	Sugimoto et. al.	9/20/2005
78	JP63186928A	Fuel switching control device for dual fuel engine	Takahashi	8/2/1988
79	US 5,809,979	Fuel supplying device for engine	Tsuda et. al.	9/19/1997
80	US 3,718,000	Dual fueled engine with temperature switchover	Walker	6/1/1971
81	US 6,213,083	Fuel shutoff system	Winberg	1/19/2000
86	US 7,549,403	Engine generator	Yamamoto & Sugiyama	1/6/2006

2. Printed Publications

The following printed publications qualify as prior art under at least one or more provisions of 35 U.S.C. § 102.

Exhibit	Author/Editor	Prior Art	Publication Date (On or Before)
1	3beltwesty	Phoenix tri fuel generator running on propane Hurricane Issac CDY2500L	8/31/2012
5	Champion Power Equipment	Champion Generator Model 100153 Manual	12/4/2014
6	Champion Power Equipment	Champion Generator Model 71530 Manual	5/4/2014
7	Champion Power Equipment	Champion Generator Model 71531 Manual	4/24/2014
8	Champion Power Equipment	Champion Generator Model 71532 Manual	1/25/2014
9	Champion Power Equipment	Champion Generator Model 76533 Manual	11/25/2014
10	Champion Power Equipment	Champion Generator Model 76555 Manual	7/18/2014
15	Imperial Industrial Supply Co.	DuroMax XP4400EH Manual	11/1/2012
17	Eric Smith	Sportsman Dual Fuel (Natural Gas/Propane Gas) Generator	12/12/2012
18	Firman Power Equipment	Firman RD9000E Manual	4/20/2015
19	Firman Power Equipment	Firman RD9000E Schematic	8/14/2015
20	Firman Power Equipment	Firman RD9000E Flier	
35	Genie Industries	Genie GS-2668 RT/GS-3268 RT Operator's Manual	Sept. 2005
36	Genie Industries	Genie Z-34/22IC Service Manual	June 2007
41	Honda	Honda EU2000i Owner's Manual	Dec. 2006
43	JLG Industries	JLG Model 260MRT Illustrated Parts Manual	10/10/2013
47	Kubota Corp.	Kubota WG752-E2, D752-E2 Workshop Manual	Jan. 2003
48	Kubota Corp.	Kubota WG972-E2, DF972-E2, DG972-E2 Workshop Manual	June 2009

Champion - EX2113, Page 13 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Author/Editor	Prior Art	Publication Date (On or Before)
49	Kubota Corp.	Kubota WG972-E2, DF972-E2 Operator's Manual	2014
50	Mark "Mark1Jordon1" Kash	Honda Generator Tri-Fuel, EU2000i Triple-Fuel	10/2/2011
53	Aerial Platform Sales Corp.	MEC 3072RT/3772RT/3772RT HD Service and Parts Manual	Mar., 2008
61	B.W. Inc.	Phoenix NG/LPG/Gasoline Tri-Fuel Generator Operation Manual ("Phoenix Operation Manual")	10/22/2006
62	B.W. Inc.	Phoenix Gasoline Generator Set User's Manual	10/22/2006
71	SCAG Power Equipment	SCAG Turf Tiger Operator's Manual	July, 2008
72	Scott Kristiansen	Part 1: Propane kit installation for gas generator	2/25/2013
73	Scott Kristiansen	Part 2: Propane kit installation for gas generator	2/26/2013
74	Scott Kristiansen	Part 3: Propane kit installation for gas generator	2/23/2013
75	Smarter Tools	Smarter Tools ST-GP7500DEB Owner's Manual	2012
82	Winco Inc.	Winco HPS12000HE/F Installation and Operators Manual ("Winco HPS12000HE Manual")	
83	Winco Inc.	Winco HPS12000HE/E (49 State) Instruction Sheet for Low Pressure Vapor Fuel Solenoid ("Winco Solenoid Kit Diagram")	
84	Winco Inc.	Winco HPS12000HE/F Fuel Solenoid Kit Installation Instructions ("Winco Solenoid Kit Instruction Sheet")	

Exhibit	Author/Editor	Prior Art	Publication Date (On or Before)
85	Winco Inc.	Winco HPS6000HE/H, HPS9000VE/D, and HPS12000HE/E Owner's Manual ("Winco Manual")	11/19/2012
87	Buffalo Corp.	Sportsman GEN7000LP Instructional Manual	11/1/2013
88	Multi-Power Industrial Equipment	Multi-Power Model MP5500DF 13 HP Generator Owner's Manual	Feb. 2012
89	Champion Power Equipment	Champion Generator Model 41532 Manual	2/19/2013

3. Sales Activity, Public Use, and Other Knowledge

The following products and services qualify as prior art under at least one or more provisions of 35 U.S.C. §102.

Exhibit	Sold By/Offered By/Publicly Used By	Item Sold/ Offered/Publicly Used	Sale / Offer/ Public Use Date (On or Before)
1, 61-62	B.W. Inc.	Phoenix Tri-Fuel Generator Model CDY2500L	10/22/2006
N/A	Champion Power Equipment	Champion Cabela's Prototype	10/9/2014
5	Champion Power Equipment	Champion Generator Model 100153	12/21/2014
6	Champion Power Equipment	Champion Generator Model 71530	4/26/2014
7	Champion Power Equipment	Champion Generator Model 71531	5/31/2014
8	Champion Power Equipment	Champion Generator Model 71532	2/2/2014

Exhibit	Sold By/Offered By/Publicly Used By	Item Sold/ Offered/Publicly Used	Sale / Offer/ Public Use Date (On or Before)
9	Champion Power Equipment	Champion Generator Model 76533	12/21/2014
10	Champion Power Equipment	Champion Generator Model 76555	7/28/2014
15	Imperial Industrial Supply Co.	DuroMax Dual Fuel Generator Model XP4400EH	11/1/2012
17, 87	Buffalo Corp. and/or Eric Smith	Sportsman Natural Gas/Propane Gas Generator	12/12/2012
18-20	Firman Power Equipment	Firman RD9000E Generator	May, 2015
[redacted]			
35, 36, 43, 47, 53	Kubota Corp., Genie Industries, JLG Industries, and/or Aerial Platform Sales Corp.	Kubota DF752-E2 Engine	Jan., 2003
48-49	Kubota Corp.	Kubota DF972-E2 Engine	June, 2009
50	Mark “Mark1Jordon1” Kash	Honda Generator Model EU2000i Converted by Mark "Mark1Jordon1" Kash	10/2/2011
71	SCAG Power Equipment	SCAG Turf Tiger	July, 2008
72-74, 89	Scott Kristiansen	Champion Generator Model 41532 Converted by Scott Kristiansen Using US Carburetion Conversion Kit Type C	2/23/2013
75	Smarter Tools	Smarter Tools Dual Fuel Generator Model ST-GP7500DEB	2/19/2013

Exhibit	Sold By/Offered By/Publicly Used By	Item Sold/ Offered/Publicly Used	Sale / Offer/ Public Use Date (On or Before)
82-85	Winco Inc.	Winco Generator Model HPS12000HE	7/18/2012
85	Winco Inc.	Winco Generator Model HPS6000HE	11/19/2012
85	Winco Inc.	Winco Generator Model HPS9000VE	11/19/2012
88	Multi-Power Industrial Equipment	Multi-Power Dual Fuel Generator Model MP5500DF	2/2/2009
89	Champion Power Equipment	Champion Generator Model 41532 Manual	2/19/2013

The following documents—in addition to the patents and/or printed publications listed above—show, describe, demonstrate, or otherwise evidence the products and services listed above, including their features and dates of sale, offer for sale, and use.

Exhibit	Document
[redacted]	

Exhibit	Document
[redacted]	

Investigation, analysis, and discovery are ongoing in this matter, and Generac reserves all rights to supplement these Supplemental Preliminary Invalidity Contentions as appropriate.

IV. GROUNDS OF INVALIDITY UNDER 35 U.S.C. §§ 102, 103

A. Invalidity Due to Anticipation

Generac hereby identifies the prior art that Generac contends anticipates the Asserted Claims of the Asserted Patents. Generac's identification of anticipatory prior art is based on Generac's present understanding of these claims prior to claim construction by the Court and in view of the apparent constructions Champion is asserting in view of Champion's Infringement Contentions. Generac identifies the below anticipatory prior art. The corresponding claim charts specifically show where each limitation of the Asserted Claims is disclosed either expressly or inherently in each of the Anticipatory References.

Depending on the Court's construction of the Asserted Claims of the Asserted Patents, and/or positions that Champion or its expert witness(es) may take concerning claim construction, infringement, and/or invalidity issues, different prior art references in the accompanying exhibits may be of greater or lesser relevance, and different combinations of these references may be implicated. Accordingly, the claim charts may reflect alternative applications of the prior art against the Asserted Claims.

Though these claim charts provide citations to point out where in the prior art references each element may be found, these citations are illustrative only. The references may contain other,

Champion - EX2113, Page 18 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

uncited disclosures of a given claim element, and Generac reserves all rights to rely also on such other, uncited portions of these references.

B. Invalidity Due to Obviousness

Generac herein identifies exemplary disclosures from and combinations of prior art references that Generac contends render the Asserted Claims obvious over the prior art. Each combination of art identified herein would have had no unexpected results, and at most would simply have represented a known alternative to a POSA. *See KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398, 415 (2007) (rejecting the Federal Circuit's "rigid" application of the teaching, suggestion, or motivation to combine test, instead espousing an "expansive and flexible" approach). The Supreme Court has held that a person of ordinary skill in the art is "a person of ordinary creativity, not an automaton" and "in many cases a person of ordinary skill in the art will be able to fit the teachings of multiple patents together like pieces of a puzzle." *Id*. at 420-21.

Motivations or reasons to combine the teachings of the prior art references as described herein are found in, for example: the nature of the problem to be solved; the express, implied, and inherent teachings of the individual references themselves and the interrelated teachings of those references and of the prior art as a whole; the knowledge of persons of ordinary skill in the art; the fact that the prior art is generally directed toward the same problem, such that skilled artisans seeking to solve this problem would have looked to these cited references in combination; the predictability of results obtained in combining the different elements of the prior art; the effects of demands known to the design community or present in the marketplace; the existence of a known problem for which there was an obvious solution; the existence of a known need or problem in the field of endeavor at the time of the invention; the fact that the combination involves no more than applying known methods to yield predictable results, known techniques in the same way, and/or a simple substitution of one known, equivalent element for another to obtain predictable results; the

Champion - EX2113, Page 19 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

tendency of known work in one field of endeavor to prompt variations based on predictable design incentives and/or market forces either in the same field or a different one; and/or the fact that there were only a finite number of predictable solutions, such that a particular modification, substitution, or combination would have been obvious to try.

Generac's contention that the references in this section, in various combinations, render the Asserted Claims of the Asserted Patents obvious under 35 U.S.C. § 103 are in no way an admission or suggestion that each reference does not independently anticipate the Asserted Claims under 35 U.S.C. § 102. Notwithstanding the foregoing, to the extent Champion contends that any Anticipatory Reference fails to disclose any of these claim limitations, such Anticipatory Reference can be combined with disclosures from any one or more of the above-listed references to render these claim limitations and the claims reciting them obvious under 35 U.S.C. § 103. Any of these references may be combined with other disclosed references and/or with the knowledge of a person of ordinary skill in the art during the relevant time period to render the Asserted Claims of the Asserted Patents obvious and, therefore, invalid.

These combinations are not intended to be exhaustive, as there are many possible combinations of these references, and it is not practical to identify and list all potentially relevant combinations, particularly at this early stage before Generac's discovery requests have been properly responded to by Champion and before claim construction proceedings. Generac reserves all rights to supplement the obviousness arguments set forth herein using any references listed above and any other references, including those that may become known and/or relevant during the course of discovery. Generac further reserves all rights to rely upon combinations of references cited herein with references disclosed in the prosecution history of the Asserted Patents.

Champion - EX2113, Page 20 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Generac hereby identifies exemplary disclosures from and combinations of prior art references that Generac contends render the Asserted Claims obvious, together with motivations for such combinations. Generac's identification of obviousness prior art is based on Generac's present understanding of the Asserted Claims prior to claim construction by the Court and in view of the apparent constructions Champion is asserting in view of Champion's Infringement Contentions. Generac identifies the following obviousness prior art combinations ("Obviousness Combinations"). The prior art references disclosed here in include many features that may be used in any of the combinations, and Generac specifically reserves the right to rely upon elements disclosed in any of the identified art to address any alleged deficiencies.

1. Exemplary Combinations

Subject to Generac's reservations of rights and based upon Generac's present understanding of the scope and asserted meaning of the Asserted Claims, the Court's Claim Construction Order, and in view of Plaintiff's Infringement Contentions, to the extent that any of the Asserted Claims are not rendered invalid otherwise, for example on anticipatory grounds and/or for failure to comply with the Patent Act (including, but not limited to, 35 U.S.C. § 112), Generac identifies herein illustrative combinations of prior art references that render obvious the Asserted Claims.

In addition to the illustrative combinations of prior art identified herein, Generac reserves the right to rely on other combinations of the prior art references. Generac further reserves the right to rely upon combinations disclosed within the file histories of the Asserted Patents and the prior art references cited herein. These illustrative, exemplary obviousness combinations reflect Generac's present understanding of the potential scope of the Asserted Claims, in view of the Plaintiff's application of the Asserted Claims in its Infringement Contentions and should not be

Champion - EX2113, Page 21 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

interpreted as Generac's acquiescence to Plaintiff's interpretation or application of any term, element, or Asserted Claim.

2. Motivation(s) to Combine

As set forth in the respective combination charts, the alleged inventor was attempting to solve the same or similar problems, with the same or similar needs, as those identified in the prior art and/or otherwise known to one of ordinary skill in the art in view of the prior art disclosures. Accordingly, one of ordinary skill in the art would have been motivated to combine or had reason to combine prior art references at least as identified in the illustrative and exemplary combinations listed herein. Indeed, the features of Champion's alleged inventions are common elements arranged in know combinations fulfilling their common, well-known functions in engines and generators. They are nothing more than common elements performing their known functions and POSAs understood that there were limited options to combine the elements to perform their know function to obtain expected results. These combinations were nothing more than using known elements to achieve their intended function with a reasonable expectation of success.

Accordingly, the teaching, suggestion, motivation, or other reason to modify or combine the prior art in the manner of the Asserted Claims can be found in the explicit and/or implicit teachings of each of the prior art references and the prior art as a whole, the general knowledge of those skilled in the art, including knowledge of trends in the field, and knowledge that the art is of special interest or importance in the field.

Generac contends that one of ordinary skill would have had ample reason to combine the references disclosed herein, including as disclosed in the accompanying charts. The Supreme Court has held that the combination of familiar elements according to known methods is likely to be obvious when it does no more than yield predictable results. *KSR Int'l*, 550 U.S. at 416. When

Champion - EX2113, Page 22 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

a work is available in one field of endeavor, design incentives and other market forces can prompt variations of it, either in the same field or a different one. *Id.* at 416-17.

In order to determine whether there is an apparent reason to combine the known elements in the fashion claimed by the patent at issue, a court can look to interrelated teachings of multiple patents, the effects of demands known to the design community or present in the marketplace, and the background knowledge possessed by a person having ordinary skill in the art. *Id.* at 417-18. For example, obviousness can be demonstrated by showing there existed at the time of invention a known problem for which there was an obvious solution encompassed by the patent's claims. *Id.* at 420. Any need or problem known in the field of endeavor at the time of invention and addressed by the patent can provide a reason for combining the elements in the manner claimed. *Id.* Common sense also teaches that familiar items may have obvious uses beyond their primary purposes, and in many cases a person of ordinary skill will be able to fit the teachings of multiple patents together like pieces of a puzzle. *Id.*

Thus, the motivation to combine the teachings of the patents and other prior art disclosed herein is found in the references themselves as specified in Exhibits A-01 through M-25 and in: (1) the nature of the problem being solved; (2) the express, implied and inherent teachings of the prior art; (3) the knowledge of persons of ordinary skill in the art; and/or (4) the predictable results obtained in combining the different elements of the prior art. "The combination of familiar elements with known methods is obvious when it provides no functionality except for yielding predictable results." *AdvanceMe Inc. v. RapidPay, LLC*, 509 F. Supp. 2d 593, 610 (E.D. Tex. 2007) (citing *KSR Int'l*, 550 US at 414-15). Moreover, the Supreme Court has held that a showing of a motivation to combine is not required to prove obviousness. *KSR Int'l*, 550 US 398.

Champion - EX2113, Page 23 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

In addition, one of ordinary skill in the art would have been motivated to combine these references by education, knowledge, and experience, by the state of the prior art as a whole, by the nature of the problem to be solved, and/or by common sense. Moreover, market and design forces would have motivated those of ordinary skill to combine various teachings within each reference. One of ordinary skill would have been motivated to apply known techniques with known benefits to a base system with predictable results. One of ordinary skill would have also found it obvious to use known alternatives as a matter of simple substitution to obtain the well-known benefits of the known alternatives. Generac reserves the right to identify additional evidence of motivation to combine.

Based on Generac's present understanding of the Asserted Claims and Plaintiff's apparent construction of the Asserted Claims in its Infringement Contentions, the Asserted Claims are obvious in light of each reference in Exhibits A-01 through M-25, either taken alone or in combination with one or more other references in Exhibits A-01 through M-25 or in view of the knowledge of one of ordinary skill in the art or in view of other references representative of the state of the art and the knowledge of a POSA. Each of these combinations yields predictable results.

Any reference or combination of references that anticipates or makes obvious an asserted independent claim also makes obvious any asserted claim dependent on that independent claim because every element of each dependent claim was known by a person of ordinary skill at the time of the alleged invention, and it would have been obvious to combine those known elements with the independent claims at least as a matter of common sense and routine modification. Accordingly, Generac contends that each asserted dependent claim is rendered obvious not only by the combinations explicitly identified in these contentions as rendering a given dependent claim

Champion - EX2113, Page 24 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

obvious, but also by any combination of references that renders obvious a claim on which a dependent claim depends.

Additional reasons or motivations to combine the prior art include the explicit teachings of the references, that the references were produced by companies in the same field, that the references are directed toward the same problem, the fact that the prior art is all in the same field, and one of ordinary skill in the art would be motivated to investigate the various existing patents and other publications identified herein to address their particular needs. The combinations and modifications of the prior art to invalidate the asserted claims would have arisen from ordinary modification, ordinary skill, common sense, would have been obvious to try, or would have been otherwise predictable in the related and overlapping fields.

Further, the asserted claims would have been obvious to one of ordinary skill in the art because they merely arrange old elements, with each performing the same function that had been known, to perform and yield no more than what one having ordinary skill in the art would expect from such an arrangement. A person skilled in the art would have been familiar with all the claimed elements that the patentee used to distinguish the prior art during prosecution. The identified prior art references merely use those familiar elements for their primary or well-known purposes and in a manner well within the ordinary level of skill in the art. Accordingly, common sense and the knowledge of one having the ordinary skill in the art would have rendered the asserted claims invalid at the time of the alleged invention. It would have also been obvious to combine these references for other reasons readily apparent to one of ordinary skill in the art and based on one or more other reasons to combine as disclosed herein.

Much of the prior art identified above, including in the attached claim chart Exhibits, reflects common knowledge and the state of the art prior to priority dates of each of the Asserted

Champion - EX2113, Page 25 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Patents and/or at the time each alleged invention was purportedly made. In many instances where a particular contention calls for, or requires, combining references, any one of a number of references can be combined. The inclusion of certain exemplary and illustrative combinations herein does not exclude other combinations based on the claim charts attached hereto and the disclosures and teachings of the prior art references, as there are many possible prior art combinations of the references listed herein, and it is not practical to identify and list all potentially relevant combinations – and Generac reserves the right to do so as the case and discovery progresses.

C. Identification of Grounds of Invalidity

Generac hereby identifies the prior art that Generac contends anticipates or renders obvious the Asserted Claims of the Asserted Patents.[2]

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
A-01	'780	103	DuroMax Generator	Elsdon
A-02	'780	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Elsdon
A-03	'780	102/103	Hallberg '207	
A-07	'780	102/103	Champion Generators & Champion 2013 Patents	
[redacted]				
A-09	'780	102/103	Firman RD9000E	
A-10	'780	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Hallberg '207
A-11	'780	103	Chaudhari	Hallberg '207
A-12	'780	103	De Vries	DuroMax Generator, Parlatore
A-13	'780	103	De Vries	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, and/or Parlatore
A-14	'780	103	Fujisawa	DuroMax Generator

[2] To the extent any gaps in chart numbering exist, such numbers are intentionally omitted.

Champion - EX2113, Page 26 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
A-15	'780	103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
B-01	'398	102/103	Bernhardsson	
B-02	'398	102/103	Bernhardsson	Matsushima, Kirk, Olmr, Mitchell, Saito
B-03	'398	102/103	Kubota DF972 Workshop	
B-04	'398	102/103	Kubota DF972 Workshop	Kirk, Matsushima
B-05	'398	102/103	Nakafushi	Olmr, Matsushima, Kirk, Bartholomew, Fischer, Mitchell, Saito
B-06	'398	102/103	Champion Cabela's Generator	Holzapfel, Neal, Winberg
B-07	'398	102/103	Champion Generators & Champion 2013 Patents	Holzapfel, Neal, Winberg
[redacted]				
B-09	'398	102/103	Firman RD9000E	Holzapfel, Neal, Winberg
[redacted]				
B-12	'398	102/103	SCAG Turf Tiger	Kirk, Matsushima
B-13	'398	102/103	Kubota DF752	Kirk, Matsushima
B-15	'398	103	Holzapfel	Neal
B-16	'398	103	Hozapfel	Winberg
B-17	'398	103	Nakafushi	Matsushima, Yamamoto, Olmr
B-18	'398	103	Kubota DF972 Workshop	Matsushima, Yamamoto, Olmr
B-19	'398	103	DuroMax Generator	Hirschler, Holzapfel, Neal and/or Winberg
B-20	'398	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Hirschler, Holzapfel, Neal and/or Winberg
D-01	'145	102/103	Kubota DF972 Workshop	
D-02	'145	103	Kubota DF972 Workshop	Olmr, Mitchell, Neal, Winberg
D-03	'145	103	Nakafushi	Olmr, Matsushima, Jungmann, Neal, Winberg
D-04	'145	103	DuroMax Generator	Olmr, Hirschler, Monros, Neal, Winberg
D-06	'145	102/103	Champion Cabela's Generator	Holzapfel, Neal, Winberg

Champion - EX2113, Page 27 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
D-07	’145	102/103	Champion Generators & Champion 2013 Patents	Neal, Winberg, Holzapfel
[redacted]				
D-09	’145	102/103	Firman RD9000E	Neal, Winberg, Holzapfel
[redacted]				
D-12	’145	102/103	SCAG Turf Tiger	Olmr, Mitchell, Neal, Winberg, Hozapfel
D-13	’145	102/103	Kubota DF752	Olmr, Winberg, Mitchell, Neal
D-14	’145	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Olmr, Hirschler, Monros, Neal, Winberg, Holzapfel
D-15	’145	103	Holzapfel	Neal, Winberg
E-01	’120	102/103	Kubota DF972 Workshop	
E-02	’120	103	Imamura	Jungmann, Parlatore
E-03	’120	103	Nakafushi	Jungmann, Takahashi
E-04	’120	103	Nakafushi	Jungmann, Parlatore
E-05	’120	103	McLean	Jungmann, Parlatore
E-06	’120	103	McLean	Jungmann, Takahashi
E-07	’120	103	Nakafushi	Jungmann, Katumata
E-08	’120	103	McLean	Jungmann, Katumata
E-09	’120	102/103	Firman RD9000E	
E-12	’120	102/103	SCAG Turf Tiger	
E-13	’120	102/103	Kubota DF752	
E-14	’120	102/103	Champion Cabela’s Generator	
E-15	’120	102/103	Champion Generators & Champion 2013 Patents	
[redacted]				
E-17	’120	102/103	DuroMax Generator	
E-18	’120	102/103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	
F-01	’654	103	DuroMax Generator	Elsdon, Parlatore
F-02	’654	103	DuroMax Generator	Hallberg ’207, Parlatore
F-04	’654	102/103	Nelson	
F-05	’654	103	Nelson	Hallberg ’207, Parlatore
F-07	’654	102/103	Champion Generators & Champion 2013 Patents	

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
[redacted]				
F-09	’654	102/103	Firman RD9000E	
F-14	’654	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Elsdon, Parlatore
F-15	’654	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Hallberg ’207, Parlatore
F-16	’654	103	De Vries	DuroMax Generator, Parlatore
F-17	’654	103	De Vries	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
F-18	’654	103	Fujisawa	DuroMax Generator, Parlatore
F-19	’654	103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
G-01	’985	102/103	Kubota DF972 Workshop	
G-02	’985	103	Nakafushi	Jungmann, Parlatore
G-03	’985	103	McLean	Jungmann, Parlatore
G-04	’985	103	Tsuda	Jungmann, Parlatore
G-09	’985	102/103	Chaudhari	
G-12	’985	102/103	SCAG Turf Tiger	
G-13	’985	102/103	Kubota DF752	
G-15	’985	102/103	Champion Generators & Champion 2013 Patents	
[redacted]				
G-17	’985	102/103	Firman RD9000E	
G-19	’985	103	DuroMax Generator	Parlatore
G-20	’985	102/103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	
H-01	’970	103	Chaudhari	Hallberg ’207, Parlatore
H-02	’970	103	DuroMax Generator	Elsdon, Parlatore
H-03	’970	102/103	Kubota DF972 Workshop	
H-05	’970	103	Nelson	Jungmann, Parlatore, Hallberg ’207, Elsdon

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
H-07	’970	102/103	Champion Generators & Champion 2013 Patents	
[redacted]				
H-09	’970	102/103	Firman RD9000E	
H-12	’970	102/103	SCAG Turf Tiger	
H-13	’970	102/103	Kubota DF752	
H-14	’970	102/103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	
H-15	’970	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Elsdon, Parlatore
H-16	’970	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Hallberg ’207, Parlatore
H-17	’970	103	De Vries	DuroMax Generator, Parlatore
H-18	’970	103	De Vries	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
H-19	’970	103	Fujisawa	DuroMax Generator, Parlatore
H-20	’970	103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
I-01	’895	103	DuroMax Generator	Elsdon, Parlatore
I-02	’895	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Elsdon, Parlatore
I-03	’895	103	Hallberg ’207	Parlatore
I-07	’895	102/103	Champion Generators & Champion 2013 Patents	
[redacted]				
I-09	’895	102/103	Firman RD9000E	

Champion - EX2113, Page 30 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
I-10	’895	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Hallberg ’207, Parlatore
I-11	’895	103	Chaudhari	Hallberg ’207, Parlatore
I-12	’895	103	De Vries	DuroMax Generator, Parlatore
I-13	’895	103	De Vries	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
I-14	’895	103	Fujisawa	DuroMax Generator, Parlatore
I-15	’895	103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen, Parlatore
J-01	’101	102/103	Fujisawa	
J-02	’101	102/103	Fujisawa	DuroMax Generator
J-03	’101	102/103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-04	’101	103	DuroMax Generator	De Vries
J-05	’101	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	De Vries
J-06	’101	103	DuroMax Generator	Czarnecki
J-07	’101	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Czarnecki
J-08	’101	103	DuroMax Generator	Burkholder
J-09	’101	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Burkholder
J-10	’101	103	Hallberg ’763	DuroMax Generator
J-11	’101	103	Hallberg ’763	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-12	’101	103	Holzapfel	DuroMax Generator
J-13	’101	103	Holzapfel	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen

Champion - EX2113, Page 31 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
J-14	'101	103	Sturm	DuroMax Generator
J-15	'101	103	Sturm	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-16	'101	103	Walker	DuroMax Generator, Sturm, Holzapfel
J-17	'101	103	Walker	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Sturm, Holzapfel
J-18	'101	103	Hirschler	DuroMax Generator
J-19	'101	103	Hirschler	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-20	'101	103	Sugimoto	DuroMax Generator
J-21	'101	103	Sugimoto	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-22	'101	103	Deng	DuroMax Generator
J-23	'101	103	Deng	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
J-24	'101	102/103	Sportsman	
J-25	'101	102/103	SCAG Turf Tiger	
K-01	'667	102/103	Fujisawa	
K-02	'667	102/103	Fujisawa	DuroMax Generator, Nakafushi, Olmr
K-03	'667	102/103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
K-04	'667	103	DuroMax Generator	De Vries, Nakafushi, Olmr
K-05	'667	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	De Vries, Nakafushi, Olmr
K-06	'667	103	DuroMax Generator	Czarnecki, Nakafushi, Olmr
K-07	'667	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Czarnecki, Nakafushi, Olmr

Champion - EX2113, Page 32 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
K-08	’667	103	DuroMax Generator	Burkholder, Nakafushi, Olmr
K-09	’667	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Burkholder, Nakafushi, Olmr
K-10	’667	103	Hallberg ’763	DuroMax Generator, Nakafushi, Olmr
K-11	’667	103	Hallberg ’763	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
K-12	’667	103	Holzapfel	DuroMax Generator
K-13	’667	103	Holzapfel	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
K-14	’667	103	Sturm	DuroMax Generator
K-15	’667	103	Sturm	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
K-16	’667	103	Walker	DuroMax Generator, Sturm, Holzapfel
K-17	’667	103	Walker	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Sturm, Holzapfel
K-18	’667	103	Hirschler	DuroMax Generator
K-19	’667	103	Hirschler	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen
K-20	’667	103	Sugimoto	DuroMax Generator, Nakafushi, Olmr
K-21	’667	103	Sugimoto	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
K-22	’667	103	Deng	DuroMax Generator, Nakafushi, Olmr
K-23	’667	103	Deng	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr

Champion - EX2113, Page 33 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
K-24	’667	102/103	Sportsman	
K-25	’667	102/103	SCAG Turf Tiger	
M-01	’896	102/103	Fujisawa	
M-02	’896	102/103	Fujisawa	DuroMax Generator, Nakafushi, Olmr
M-03	’896	103	Fujisawa	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
M-04	’896	103	DuroMax Generator	De Vries, Nakafushi, Olmr
M-05	’896	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	De Vries, Nakafushi, Olmr
M-06	’896	103	DuroMax Generator	Czarnecki, Nakafushi, Olmr
M-07	’896	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Czarnecki, Nakafushi, Olmr
M-08	’896	103	DuroMax Generator	Burkholder, Nakafushi, Olmr
M-09	’896	103	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, and/or Kristiansen	Burkholder, Nakafushi, Olmr
M-10	’896	103	Hallberg ’763	DuroMax Generator, Nakafushi, Olmr
M-11	’896	103	Hallberg ’763	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
M-12	’896	103	Holzapfel	DuroMax Generator
M-13	’896	103	Holzapfel	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen
M-14	’896	103	Sturm	DuroMax Generator
M-15	’896	103	Sturm	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen
M-16	’896	103	Walker	DuroMax Generator, Sturm, Holzapfel

Champion - EX2113, Page 34 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Exhibit	Pat. No.	Type	Primary Reference	Secondary Reference(s)
M-17	'896	103	Walker	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Sturm, Holzapfel
M-18	'896	103	Hirschler	DuroMax Generator
M-19	'896	103	Hirschler	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen
M-20	'896	103	Sugimoto	DuroMax Generator, Nakafushi, Olmr
M-21	'896	103	Sugimoto	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
M-22	'896	103	Deng	DuroMax Generator, Nakafushi, Olmr
M-23	'896	103	Deng	Multi-Power, Phoenix, Smarter Tools, Winco, Kash, Kristiansen, Nakafushi, Olmr
M-24	'896	102/103	Sportsman	
M-25	'896	102/103	SCAG Turf Tiger	

D. Incorporation of *Inter Partes* Review Grounds

Generac incorporates by reference the contentions in the Petitions for *Inter Partes* Review and the exhibits thereto filed with the Patent Trial and Appeal Board:

- *Generac Power Systems, Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-00951 (P.T.A.B. filed May 16, 2025) (U.S. Patent No. 10,598,101);
- *Generac Power Systems, Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01099 (P.T.A.B. filed June 17, 2025) (U.S. Patent No. 10,306,667);
- *Generac Power Systems, Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01438 (P.T.A.B. filed Aug. 28, 2025) (U.S. Patent No. 11,761,390);
- *Generac Power Systems, Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01228 (P.T.A.B. filed July 11, 2025 (U.S. Patent No. 11,905,896);
- *Harbor Freight Tools USA Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01271 (P.T.A.B. filed Sept. 3, 2025) (U.S. Patent No. 10,697,398);

- *Harbor Freight Tools USA Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-00805 (P.T.A.B. filed April 29, 2025) (U.S. Patent No. 10,393,034);I
- *Harbor Freight Tools USA Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01121 (P.T.A.B. filed June 23, 2025) (U.S. Patent No. 11,143,120);
- *MWE Investments, LLC v. Champion Power Equipment, Inc.*, No.: IPR2025-01185 (P.T.A.B. filed July 22, 2025) (U.S. Patent No. 10,221,780);
- *MWE Investments, LLC v. Champion Power Equipment, Inc.*, No.: IPR2025-01423 (P.T.A.B. filed Sept. 3, 2025) (U.S. Patent No. 11,530,654);
- *Harbor Freight Tools USA Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01272 (P.T.A.B. filed July 30, 2025) (U.S. Patent No. 11,492,985); and
- *Harbor Freight Tools USA Inc. v. Champion Power Equipment, Inc.*, No.: IPR2025-01463 (P.T.A.B. filed Sept. 19, 2025) (U.S. Patent No. 11,840,970);
- *MWE Investments, LLC v. Champion Power Equipment, Inc.*, No.: IPR2025-01384 (P.T.A.B. filed Aug. 20, 2025) (U.S. Patent No. 11,905,895).

Generac further incorporates by reference the contentions in any other Petitions for *Inter Partes* Review and the exhibits thereto filed with the Patent Trial and Appeal Board against the Asserted Patents.

E. Incorporation of Contentions and Interrogatory Answers Regarding Invalidity

To the extent applicable, Generac reserves the right to rely on invalidity contentions and/or interrogatories directed at invalidity served in Champion's other lawsuits directed at the Asserted Patents, including:

- *Champion Power Equipment, Inc. v. Firman Power Equipment, Inc.*, No. 2:23-cv-02371-DWL (D. Ariz.)
- *Harbor Freight Tools USA, Inc. v. Champion Power Equipment, Inc.*, No. 2:24-cv-8722 (C.D. Cal.) or *Champion Power Equipment, Inc. v. Harbor Freight Tools USA, Inc.*, No. 2:24-cv-1302 (E.D. Wis.)
- *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.*, No. 2:25-cv-00844 (D. Nev.), or *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.* No. 3:25-cv-00239 (D. Nev.), or any other lawsuit by Champion asserting the Asserted Patents against one or of the same defendants for example as a result of the pending motion to transfer or change venue.

Champion - EX2113, Page 36 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

These contentions and interrogatories are within the possession, custody, and control of Champion. By reserving the right to rely on such disclosures, Generac makes no admission as to the proffered claim constructions or characterizations of the prior art. To the extent appropriate, Generac relies on these disclosures in addition to the grounds identified in Subsections IV.C and IV.D, *supra.*

V. INVALIDITY UNDER 35 U.S.C. § 112

Generac hereby identifies the bases for its contention that the Asserted Claims of the Asserted Patents are invalid under 35 U.S.C. § 112. Generac expressly reserves its right to amend these contentions based on any claim constructions decided by the Court. Notwithstanding the foregoing, nothing in these contentions shall be construed so to limit or foreclose any position Generac takes with respect to claim construction.

A. 35 U.S.C. § 112(a) (Lack of Enablement and Failure to Satisfy Written Description)

35 U.S.C. § 112(a) states that "[t]he specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention." This provides the statutory basis for both the enablement requirement and the written description requirement for a patent.

The **enablement requirement** requires that the patent specification "enable the full scope of the invention as defined by its claims," allowing for "a reasonable amount of experimentation." *Amgen Inc. v. Sanofi*, 598 U.S. 594, 610-612 (2023); *see also Baxalta Inc. v. Genentech, Inc.*, 81 F.4th 1362, 1364-65 (Fed. Cir. 2023). "In other words, 'the specification of a patent must teach those skilled in the art how to make and use the full scope of the claimed invention without undue experimentation.'" *Baxalta*, 81 F.4th at 1365 (quoting *MagSil Corp. v. Hitachi Glob. Storage*

Champion - EX2113, Page 37 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Techs., Inc., 687 F.3d 1377, 1380 (Fed. Cir. 2012)). Factors to be considered when evaluating whether there is undue experimentation include: 1) the quantity of experimentation necessary, 2) the amount of direction or guidance presented, 3) the presence or absence of working examples, 4) the nature of the invention, 5) the state of the prior art, 6) the relative skill of those in the art, 7) the predictability or non-predictability of the art, and 8) the breadth of the claims. *In re Wands*, 858 F.2d 731, 737 (Fed. Cir. 1988).

The **written description** requirement is a separate requirement from enablement under Section 112(a). *See Ariad Pharms., Inc. v. Eli Lilly and Co*., 598 F.3d 1336 (Fed. Cir. 2010) (en banc). The written description requirement requires that the patent specification objectively demonstrate that the applicant actually invented (i.e., was in possession of) the subject matter recited in the claims of the patent. *See id.* at 1349-51. The test for sufficiency of written description is whether the specification reasonably conveys to those of ordinary skill in the art that the inventor had possession of the claimed subject matter as of the filing date of the application for the patent. *Id.* "[T]he level of detail required to satisfy the written description requirement varies depending on the nature and scope of the claims and on the complexity and predictability of the relevant technology. *Id.* at 1351 (citing *Capon v. Eshhar*, 418 F.3d 1349, 1357-58 (Fed. Cir. 2005)).

There are numerous claim terms or phrases recited in the Asserted Patents that fail to meet either the enablement or written description requirements. This is because the specifications of the Asserted Patents provided limited or no disclosure related to these claim terms or phrases such that they do not (1) teach one of ordinary skill in the art how to make and use the full scope of the claims without undue experimentation or (2) provide a written description that would allow ordinary skill in the art to conclude that the inventors were in possession of the claimed inventions as of the filing date of each patent. As such, the identified claims of the Asserted Patents (and any

Champion - EX2113, Page 38 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

claims depending from them) are invalid as not enabled under 35 U.S.C. § 112(a) for reasons set forth below.

Generac's assertions of lack of enablement or written description are based on its understanding of the claim construction on which Champion relies. Generac expressly reserves the right to amend its contentions in this regard should Champion proffer claim constructions affecting additional claim elements. Further, Generac reserves the right to proffer claim constructions that differ from those which Generac understands Champion to proffer.

Further, to the extent appropriate, Generac relies on any enablement or written description arguments raised in the Invalidity Contentions served by Firman Power Equipment, Inc. ("Firman") in *Champion Power Equipment, Inc. v. Firman Power Equipment, Inc.*, No. 2:23-cv-02371-DWL (D. Ariz). In addition, to the extent appropriate, Generac relies on any enablement or written description arguments raised in the Invalidity Contentions served by Harbor Freight Tools USA, Inc. ("Harbor Freight") in either *Harbor Freight Tools USA, Inc. v. Champion Power Equipment, Inc.*, No. 2:24-cv-8722 (C.D. Cal.) or *Champion Power Equipment, Inc. v. Harbor Freight Tools USA, Inc.*, No. 2:24-cv-1302 (E.D. Wis.). Moreover, to the extent appropriate, Generac relies on any enablement or written description arguments raised in any Invalidity Contentions served by Westinghouse Electric Corp. ("Westinghouse") in *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.*, No. 2:25-cv-00844 (D. Nev.), *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.* No. 3:25-cv-00239 (D. Nev.), or any other lawsuit by Champion asserting the Asserted Patents against one or of the same defendants for example as a result of the pending motion to transfer or change venue. By reserving the right to rely on such disclosures, Generac makes no admission as to the proffered claim constructions by any of the third parties.

Champion - EX2113, Page 39 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

The claims that contain the following limitations, and any claims that depend from them, are invalid for failing to meet the enablement or written description requirements:

1. "Valve assembly fluidly connected to each of a first fuel source and a second fuel source" ('101 Patent, Claims 1 and 18; '667 Patent, Claim 1)

   or

   "Valve assembly fluidly couplable to each of a first fuel source and second fuel source" ('896 Patent, Claims 7, 15 and 30)

The patents fail to enable one of ordinary skill in the art to make and use the claimed valve assembly without undue experimentation. The specification of the patents does not describe or enable a single valve assembly fluidly connected to both a first fuel source and a second fuel source. Instead, the specification discloses two separate valve assemblies, each fluidly connected to a single fuel source.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

2. "Wherein the valve assembly comprises: a first fuel valve having open and closed positions to selectively control the first fuel flow to the engine; and a second fuel valve having open and closed positions to selectively control the second fuel flow to the engine" ('101 Patent, Claims 1 and 18; '667 Patent, Claim 3; '896 Patent, Claim 32)

   or

Champion - EX2113, Page 40 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

"The valve assembly comprising: a first mechanical fuel valve having open and closed positions to selectively control the first fuel flow to the engine; and a second mechanical fuel valve having open and closed positions to selectively control the second fuel flow to the engine" ('896 Patent, Claim 7)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents does not describe or enable a single valve assembly comprising both a first fuel valve (mechanical or otherwise) and a second fuel valve (mechanical or otherwise). Instead, the specification discloses two separate valve assemblies, each comprising a single fuel valve.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

3. "Wherein the valve assembly comprises: two fuel inputs…; and two fuel outputs…" ('101 Patent, Claim 18; '667 Patent, Claim 1)

   or

   "The valve assembly comprising: two fuel inputs…; and two fuel outputs" ('896 Patent, Claim 30)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents does not describe or enable a single valve assembly comprising two fuel inputs and two fuel outputs. Instead, the specification discloses two separate valves, each comprising one fuel input and one fuel output.

Champion - EX2113, Page 41 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

4. "At least one valve handle mechanically coupled to the first fuel valve and the second fuel valve to selectively open and close the first fuel valve and the second fuel valve responsive to actuation thereof so as to enable the first fuel flow to the engine or the second fuel flow to the engine" ('896 Patent, Claim 15)

The '896 Patent fails to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification does not describe a single valve handle mechanically coupled to both fuel valves such that a single valve handle can open and close both fuel valves. Instead, the specification describes two separate valve handles, each mechanically coupled to a single fuel valve. Each fuel valve opens and closes responsive to actuation only of its respective valve handle.

For the same reason, the patent does not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

5. "Selector switch" ('101 Patent, Claims 1 and 18; '667 Patent, Claim 1; '896 Patent, Claims 7 and 30)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The claims and specification of the patents does not describe or enable a plain-and-ordinary meaning of "selector switch," under Champion's apparent

Champion - EX2113, Page 42 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

construction (a switch that effectuates a selection). Instead, the specification discloses only a selector switch that enables a user to take a subsequent action that itself effectuates a selection.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

6. "Carburetor Solenoid" ('667 Patent, Claim 6; '896 Patent, Claim 36)

The patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date. The specification of the patents states that a solenoid "shuts off fuel flow to the carburetor" when activated. (*See* '667 Patent, Col. 6:61-64; '896 Patent, Col. 6:62-65.) Thus, the solenoid described in the specification shuts off fuel flow before it reaches the carburetor and is not a solenoid integrated into the carburetor to shut off fuel flow within the carburetor by, for example, blocking the fuel passage between the float bowl and throat. Further, the Figures do not provide written description support because they do not depict the carburetor solenoid.

7. "A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow to the dual fuel engine from a first fuel source through a first fuel line and a second fuel source through a second fuel line" ('970 Patent, Claim 1; '780 Patent, Claims 1 and 15; '895 Patent, Claims 1 and 8)

or

Champion - EX2113, Page 43 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

"Wherein the mechanical fuel valve is configured to: provide liquid fuel from a liquid fuel tank of the first fuel source to the dual fuel engine while in the first position, and provide gaseous fuel from a pressurized fuel container of the second fuel source to the dual fuel engine while in the second position" ('895 Patent, Claims 7 and 13)

or

"A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow to the dual fuel generator from the liquid fuel source through the liquid fuel line and the pressurized fuel source through the gaseous fuel line" ('970 Patent, Claim 20; '654 Patent, Claim 6; '895 Patent, Claim 14)

or

"Coupling a mechanical fuel valve to the internal combustion engine actuatable between a first position and a second position to selectively control fuel flow to the internal combustion engine from the first fuel source through a first fuel line and the second fuel source through a second fuel line" ('780 Patent, Claim 8)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents does not disclose or enable a single mechanical fuel valve that selectively controls fuel flow from both the first and second fuel sources along distinct fuel lines. Instead, the specification discloses mechanical fuel valve(s) that control fuel flow from only one fuel source along only one fuel line.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

Champion - EX2113, Page 44 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

8. "A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow to the dual fuel generator from the liquid fuel source through the liquid fuel line and the pressurized fuel source through the gaseous fuel line" ('970 Patent, Claim 20; '654 Patent, Claim 6)

or

"Wherein mechanical fuel valve opens and closes the liquid fuel line to selectively control fuel flow from the liquid fuel source to the dual fuel generator" ('970 Patent, Claims 4 and 26; '654 Patent, Claim 6)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents describes a liquid fuel source located "onboard" the generator. (*See* '970 Patent, Col. 4:57-60; '654 Patent, Col. 4:9-12). As such, the liquid fuel does not flow from a liquid fuel source through a liquid fuel line to the generator. Thus, the specification does not describe or enable a mechanical fuel valve that selectively controls fuel flow from the liquid fuel source through the liquid fuel line to the generator.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

9. "The dual fuel generator and fuel delivery system of claim 20 wherein the pressurized fuel source is independent and disconnected from the dual fuel generator." ('970 Patent, Claim 21)

Champion - EX2113, Page 45 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

or

"The dual fuel generator and fuel delivery system of claim 21 wherein the fuel regulator system is disconnected from the dual fuel generator." ('970 Patent, Claim 22)

or

"The dual fuel generator and fuel delivery system of claim 21 wherein the primary pressure regulator is disconnected from the pressurized fuel source." ('970 Patent, Claim 23)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents does not describe or enable a mechanical fuel valve that selectively controls fuel flow from the pressurized fuel source through the gaseous fuel line when the pressurized fuel source, fuel regulator system, and/or generator are disconnected.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

10. "A liquid fuel valve positioned along a liquid fuel line coupling the liquid fuel source to the carburetor; a gaseous fuel valve positioned along a gaseous fuel line coupling the gaseous fuel source to the carburetor" ('398 Patent, Claim 1)

Or

Champion - EX2113, Page 46 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

"A liquid fuel valve along a liquid fuel line coupling the liquid fuel source to the carburetor; and a gaseous fuel valve along a gaseous fuel line coupling the gaseous fuel source to the carburetor." ('145 Patent, Claim 2)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. First, the specification of the patents does not describe or enable both a liquid fuel valve coupling the liquid fuel source to the carburetor and a gaseous fuel valve coupling the gaseous fuel source to the carburetor at the same time. To the extent "coupling" refers to fluid coupling, only one fuel source is coupled to the carburetor at a time. To the extent "coupling" refers to physical coupling, the fuel sources are not simultaneously coupled to the carburetor if the gaseous fuel source is disconnected. Moreover, if the gaseous fuel source is connected, the switch cannot change operation between gaseous fuel and liquid fuel, which means the carburetor is not connected to the liquid fuel source.

Second, the specification does not describe or enable a gaseous fuel valve positioned along the gaseous fuel line. Rather, the specification describes a quick-connect hose coupling located in front of the fuel line. To the extent the quick-connect hose coupling described in the specification is covered by the claim, the specification does not enable the full scope of the claim, which includes a gaseous fuel valve located anywhere along the fuel line.

11. "Fuel lockout apparatus" ('780 Patent, Claims 1, 8 and 15; '654 Patent, Claim 6; '970 Patent, Claims 4 and 26; '895 Patent, Claim 1)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. "Fuel lockout apparatus" is a means-plus-function term, and it should be limited to the structure (58) disclosed in the specification of the patents. Further,

Champion - EX2113, Page 47 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

the specification does not disclose a structure that performs all of the claimed functions. To the extent "fuel lockout apparatus" is not a means-plus-function term, and to the extent Champion construes the claimed "fuel lockout apparatus" to cover embodiments other than structure (58), then the specification does not describe or enable the full scope of this claim.

12. "Wherein the mechanical fuel lockout switch communicates the first fuel source to the dual fuel engine and prevents communication between the second fuel source and the dual fuel engine when the mechanical fuel valve is in the first position, and communicates the second fuel source to the dual fuel engine and interrupts the first fuel source communication with the dual fuel engine when in the second position" ('780 Patent, Claims 1 and 15)

    or

    "Wherein when the mechanical fuel valve is in the first position, the fuel lockout apparatus communicates the first fuel source to the internal combustion engine and prevents the second fuel source from coupling to the internal combustion engine" ('780 Patent, Claim 8)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The "fuel lockout switch" disclosed in the specification of the patents does not "communicate" either the first fuel source or the second fuel source to the dual fuel engine. Likewise, the "fuel lockout apparatus" disclosed in the specification of the patents does not "communicate" either the first fuel source or the second fuel source to the dual fuel engine. The "communication" of fuel from a fuel source to the dual fuel engine is accomplished by a fuel line. For example, the specification describes a fuel lockout switch that uncovers the inlet

Champion - EX2113, Page 48 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

of the second fuel line when the mechanical fuel valve is in the second position so that a user may couple the second fuel source to the second fuel line. It is the second fuel line that communicates the second fuel source to the dual fuel engine while the mechanical fuel valve is in the second position. The fuel lockout switch does not communicate the second fuel source to the engine even though the mechanical fuel valve is in the second position.

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

13. "A switch to change operation of the engine between gaseous fuel and liquid fuel" ('398 Patent, Claim 1; '145 Patent, Claim 1)

or

"Coupling a switch to the engine to change operation of the engine between gaseous fuel and liquid fuel" ('398 Patent, Claim 57)

The patents fail to enable one of ordinary skill in the art to make and use the claimed invention without undue experimentation. The specification of the patents does not describe or enable a "switch to change operation of the engine between gaseous fuel and liquid fuel." For example, the electro-mechanical switch 86 disclosed in the specification only "connects one fuel source to the carburetor" (*see* '398 Patent, Col. 9:48-54; '145 Patent, Col. 9:52-56), and it does not change operation of the engine between gaseous fuel and liquid fuel. A person of ordinary skill in the art would not understand that electro-mechanical switch (disclosed as the mechanical fuel lockout switch) to change operation of the engine between gaseous fuel and liquid fuel, at least because actuation of that switch is not sufficient to enable the engine to operate on gaseous fuel.

Champion - EX2113, Page 49 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

For the same reason, the patents do not provide an adequate written description of this claim element, and consequently, one of ordinary skill in the art would conclude that the inventors did not have possession of the claimed invention as of the filing date.

B. 35 U.S.C. § 112(b) (Indefiniteness)

35 U.S.C. § 112(b) states that "[t]he specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention." Under this **definiteness requirement**, "a patent [claim] is invalid for indefiniteness if its claims, read in light of the specification delineating the patent, and the prosecution history, fail to inform, with reasonable certainty, those skilled in the art about the scope of the invention." *Nautilus, Inc. v. Biosig Instruments, Inc*., 572 U.S. 898, 901 (2014); *see also Interval Licensing LLC v. AOL, Inc.*, 766 F.3d 1364, 1371 (Fed. Cir. 2014) ("The claims, when read in light of the specification and the prosecution history, must provide objective boundaries for those of skill in the art."). The proper test for determining whether a claim satisfies the definiteness requirement is whether the claim provides "reasonable certainty" as to its scope and bounds to a person of ordinary skill in the art at the time of filing. *Nautilus*, 572 U.S. at 901.

There are numerous claim terms or phrases recited in the Asserted Patents that fail to meet the definiteness requirement. This is because the claim language, read in light of the specification and prosecution history of the relevant patent(s), fails to provide a person of ordinary skill in the art reasonable certainty as to the scope of the claim language. As such, the identified claims of the Asserted Patents (and any claims depending from them) are invalid as indefinite under 35 U.S.C. § 112(b) for reasons set forth below.

Generac's assertions of indefiniteness are based on its understanding of the claim construction on which Champion relies. Generac expressly reserves the right to amend its contentions in this regard should Champion proffer claim constructions affecting additional claim

Champion - EX2113, Page 50 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

elements. Further, Generac reserves the right to proffer claim constructions that differ from those which Generac understands Champion to proffer.

Further, to the extent appropriate, Generac incorporates by reference any indefiniteness arguments raised in the Invalidity Contentions served by Firman Power Equipment, Inc. ("Firman") in *Champion Power Equipment, Inc. v. Firman Power Equipment, Inc.*, No. 2:23-cv-02371-DWL (D. Ariz). In addition, to the extent appropriate, Generac incorporates by reference any indefiniteness arguments raised in the Invalidity Contentions served by Harbor Freight Tools USA, Inc. ("Harbor Freight") in either *Harbor Freight Tools USA, Inc. v. Champion Power Equipment, Inc.*, No. 2:24-cv-8722 (C.D. Cal.) or *Champion Power Equipment, Inc. v. Harbor Freight Tools USA, Inc.*, No. 2:24-cv-1302 (E.D. Wis.). Moreover, to the extent appropriate, Generac incorporates by reference any indefiniteness arguments raised in any Invalidity Contentions served by Westinghouse Electric Corp. ("Westinghouse") in *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.*, No. 2:25-cv-00844 (D. Nev.), *Champion Power Equipment, Inc. v. Westinghouse Elec. Corp. et al.* No. 3:25-cv-00239 (D. Nev.), or any other lawsuit by Champion asserting the Asserted Patents against one or of the same defendants for example as a result of the pending motion to transfer or change venue.

The claims identified below are invalid for failing to meet the definiteness requirement for at least the following reasons:

1. "Selector switch" ('101 Patent, Claims 1 and 18; '667 Patent, Claim 1; '896 Patent, Claims 7 and 30)

This claim term is indefinite because it fails to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The claims and specification of the patents

Champion - EX2113, Page 51 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

does not describe or enable a plain-and-ordinary meaning of "selector switch," such as a switch that effectuates a selection. Instead, the specification discloses only a selector switch that enables a user to take a subsequent action that itself effectuates a selection. But that is not how a person of ordinary skill in the art would understand a selector switch. Moreover, the specification discloses only one particular embodiment of the purported selector switch. Thus, it is unclear where the bounds lie of what constitutes a selector switch.

2. "A selector switch positioned on the valve assembly to allow a user to manually select one of the first fuel flow and the second fuel flow" ('101 Patent, Claims 1 and 18; '667 Patent, Claim 1; '896 Patent, Claim 30)

This claim term is indefinite because it fails to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The claimed "valve assembly" does not have a well-defined boundary from which a person of ordinary skill in the art could determine with reasonable certainty whether the claimed selector switch is "positioned on the valve assembly." For example, Champion's allegation that the carburetor solenoid is a component of the valve assembly, which is contrary to the specification and claims, demonstrates that a person of ordinary skill in the art would not be able to determine with reasonable certainty which components of the generator comprise the valve assembly. Thus, a person of ordinary skill in the art also would not be able to determine with reasonable certainty what constitutes a selector switch "positioned on the valve assembly."

3. "A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow to the dual fuel engine from a first fuel source

Champion - EX2113, Page 52 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

through a first fuel line and a second fuel source through a second fuel line" ('780 Patent, Claims 1 and 15; '970 Patent, Claim 1; '895 Patent, Claims 1 and 8)

or

"A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow to the dual fuel generator from the liquid fuel source through the liquid fuel line and the pressurized fuel source through the gaseous fuel line" ('654 Patent, Claim 6; '970 Patent, Claim 20; '895 Patent, Claim 14)

or

"Coupling a mechanical fuel valve to the internal combustion engine actuatable between a first position and a second position to selectively control fuel flow to the internal combustion engine from the first fuel source through a first fuel line and the second fuel source through a second fuel line" ('780 Patent, Claim 8)

These claim phrases contain terms that are indefinite because they fail to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The claims, specification, and prosecution history of the patent fail to inform a person of ordinary skill in the art with reasonable certainty about the scope of the definitions of either "actuatable" or "selectively control fuel flow."

4. "A gaseous fuel valve coupled to an inlet of the gaseous fuel line and connectable to the pressurized fuel source" ('970 Patent, Claim 20)

This claim term is indefinite because it fails to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The scope of claim 20 must encompass the scope of its dependent claim 29, which requires the gaseous fuel valve to comprise the two ends

Champion - EX2113, Page 53 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

of a quick-connect hose coupling (i.e., ends 50a and 50b of hose coupling 50 in the specification). A quick-connect hose coupling, as described in the specification, is not a "valve" under the plain and ordinary meaning of the term. Further, even if the quick-connect hose couplings are "valves," they are not "gaseous fuel valves" because they do not open and close in order to regulate the flow of gaseous fuel. Because the '970 Patent does not define "gaseous fuel valve," a person of ordinary skill in the art would not be able to determine with reasonable certainty the scope of the term "gaseous fuel valve" such that claim 20 encompasses the scope of claim 29.

5. "Desired pressure" ('654 Patent, Claim 6; '970 Patent, Claims 1 and 20; '120 Patent, Claim 12; '895 Patent, Claim 14)

This claim term is indefinite because it fails to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The claims, specification, and prosecution histories of the patents fail to inform a POSA with reasonable certainty about the scope of the subjective term "desired pressure."

6. "Switch" ('398 Patent, Claims 1 and 57; '345, Claim 1)

This claim term is indefinite because it fails to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. In view of the specification's attempt to define "switch" to include an electro-mechanical switch comprising the disclosed "fuel lockout switch," a POSA would not be able to determine with reasonable certainty the scope of the term "switch."

Champion - EX2113, Page 54 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

7. "Wherein the two fuel outputs selectively supply fuel to the engine from only one of the first fuel source or the second fuel source" ('667 Patent, Claim 2)

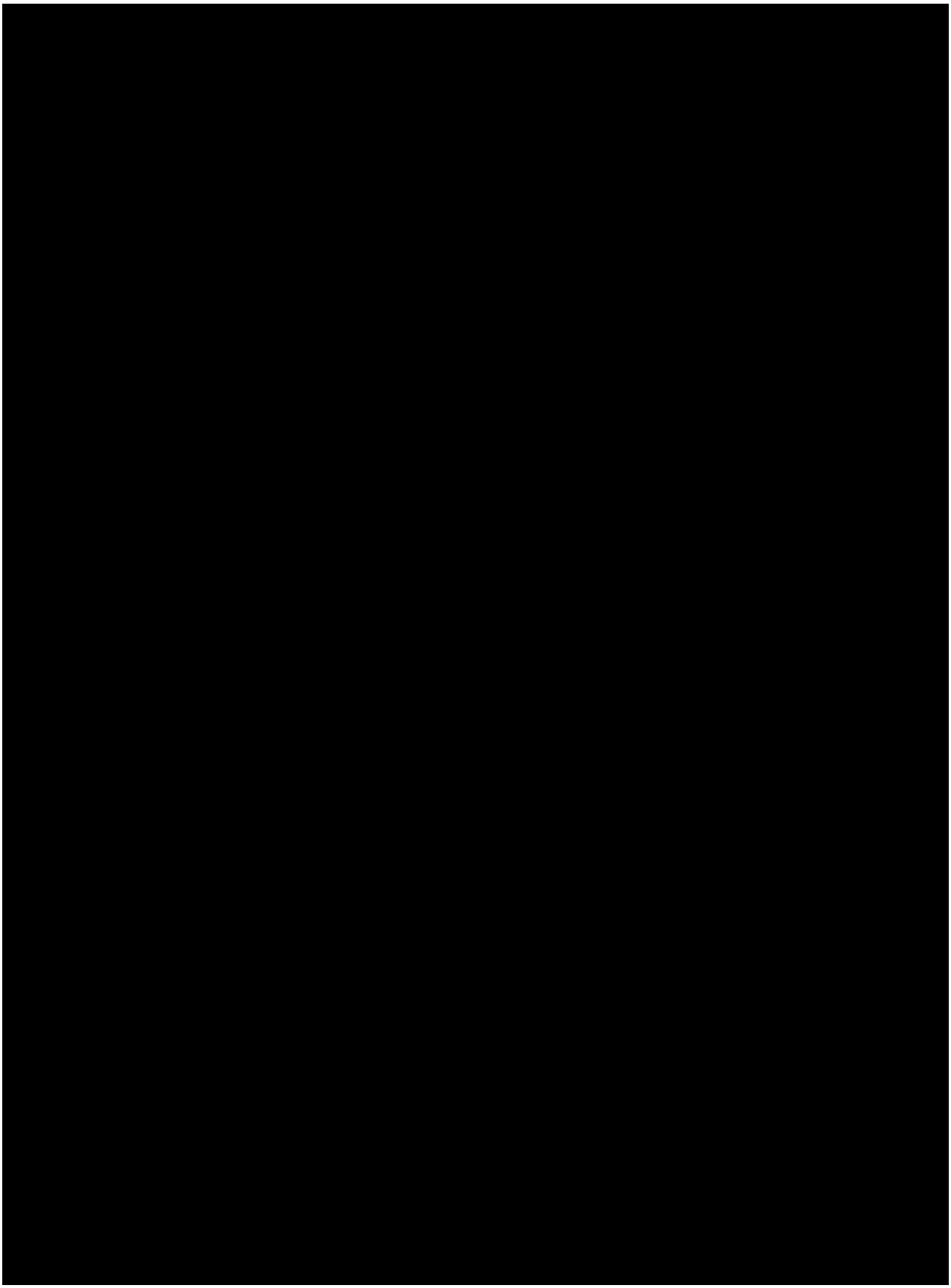
or

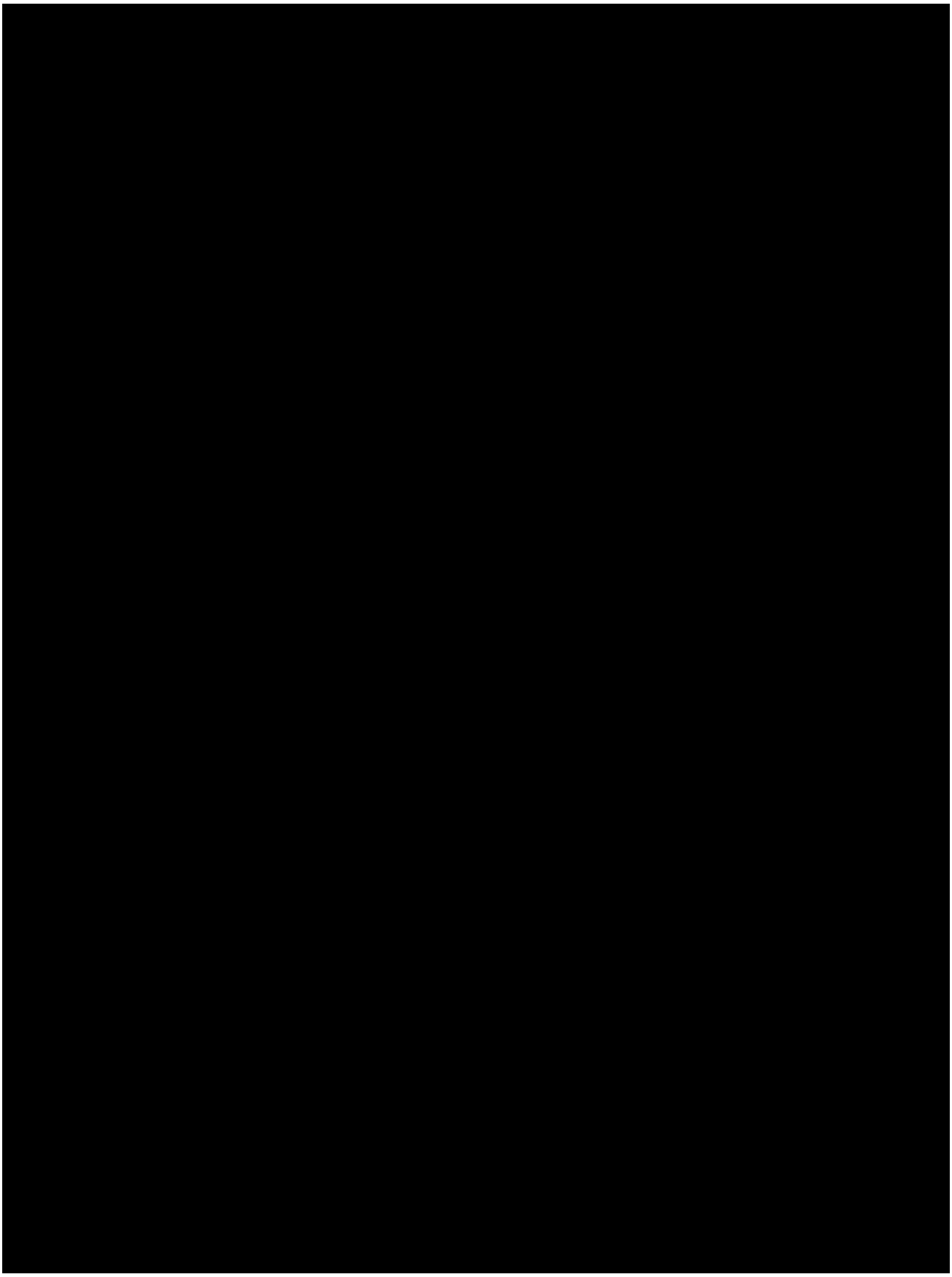
"Wherein the two fuel outputs are configured to selectively supply fuel to the engine from only one of the first and second fuel sources" ('896 Patent, Claim 31)

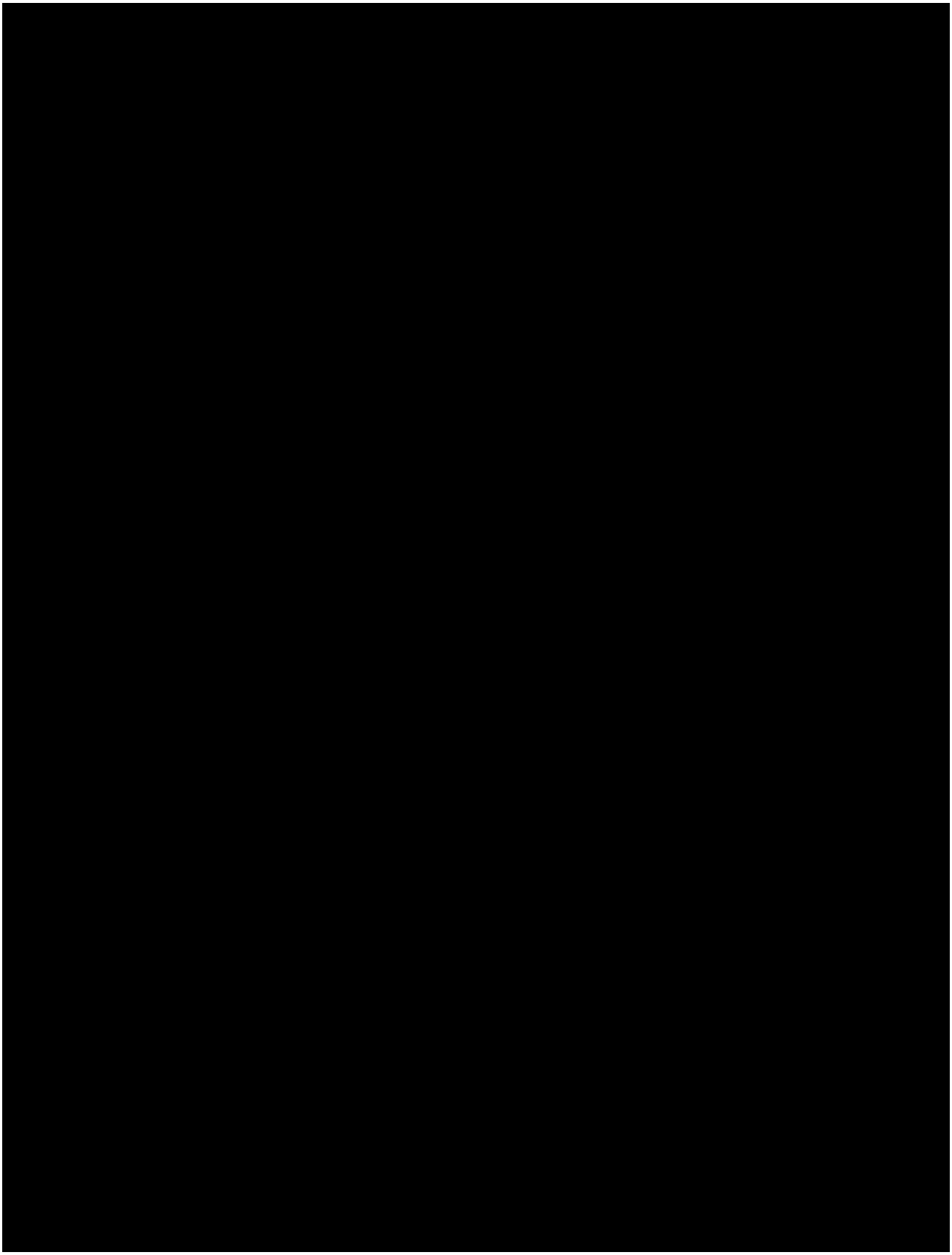
These claim phrases are indefinite because they fail to inform a person of ordinary skill in the art of the scope of the invention with reasonable certainty. The claims, specification, and prosecution history of the patents fail to inform a person of ordinary skill in the art with reasonable certainty about the scope of the definition of "selectively supply," and thus a POSA would not be able to determine with reasonable certainty the scope of the phrase "selectively supply."

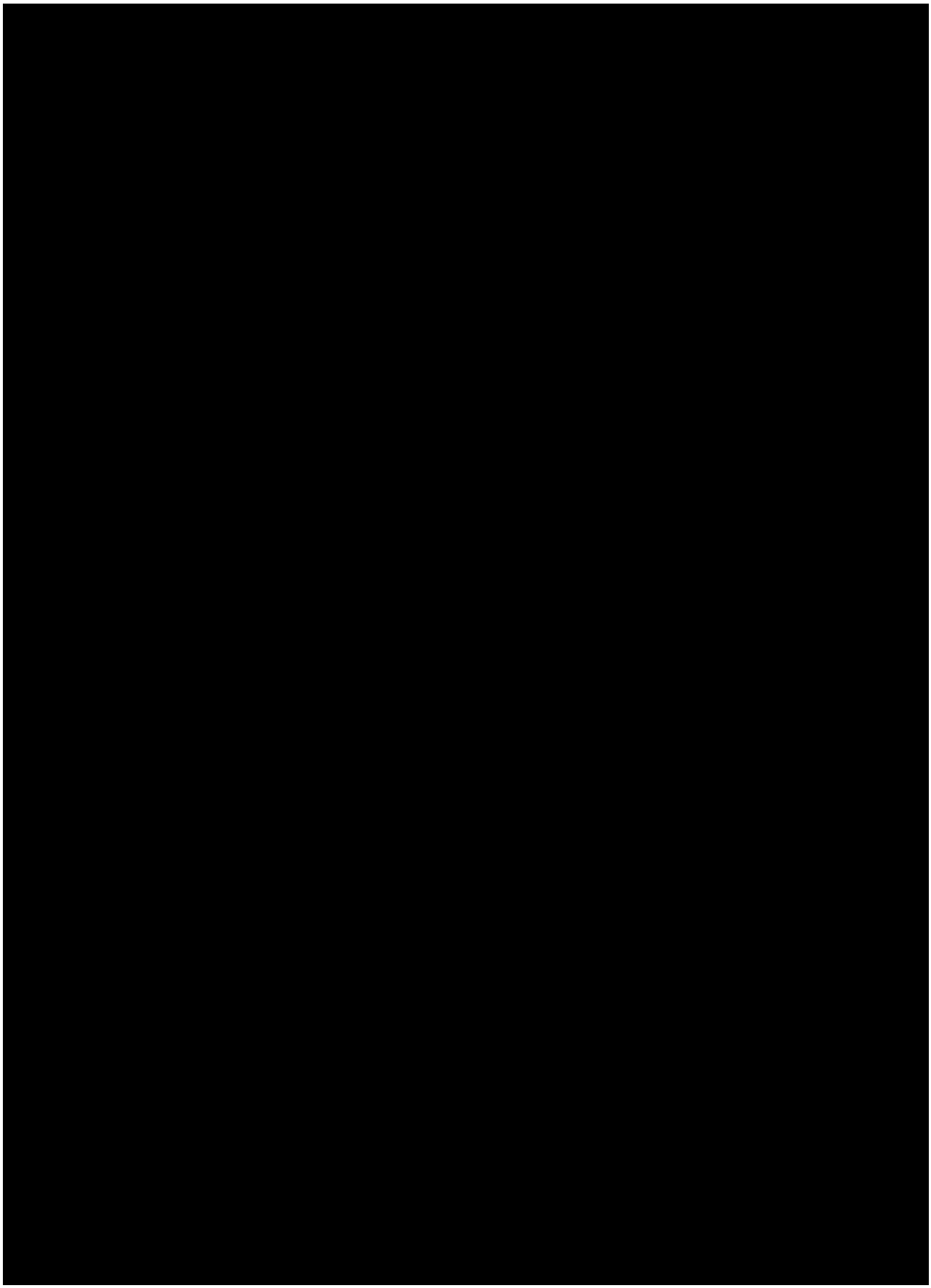
[*The remainder of this page is intentionally left blank*]

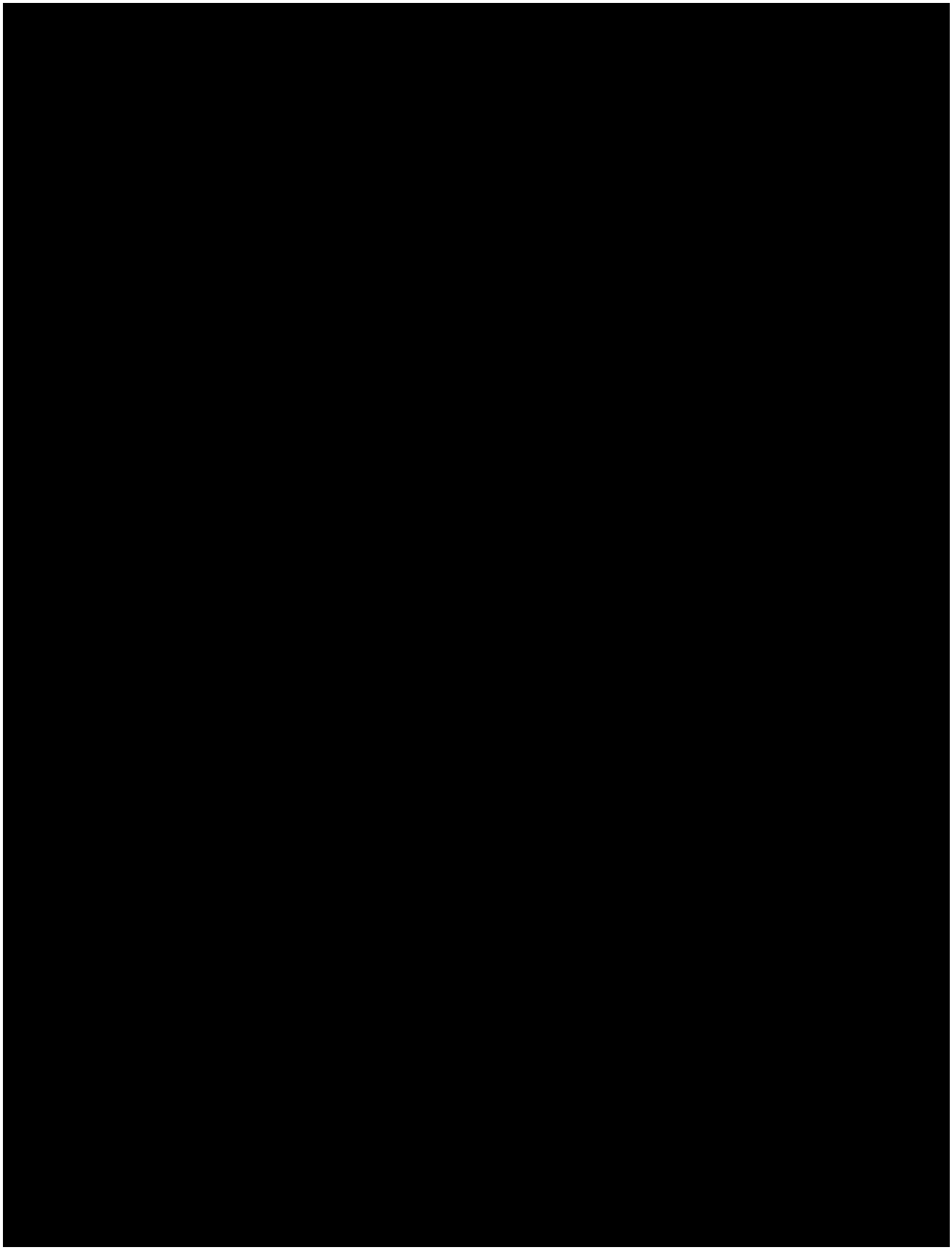
Champion - EX2113, Page 55 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228



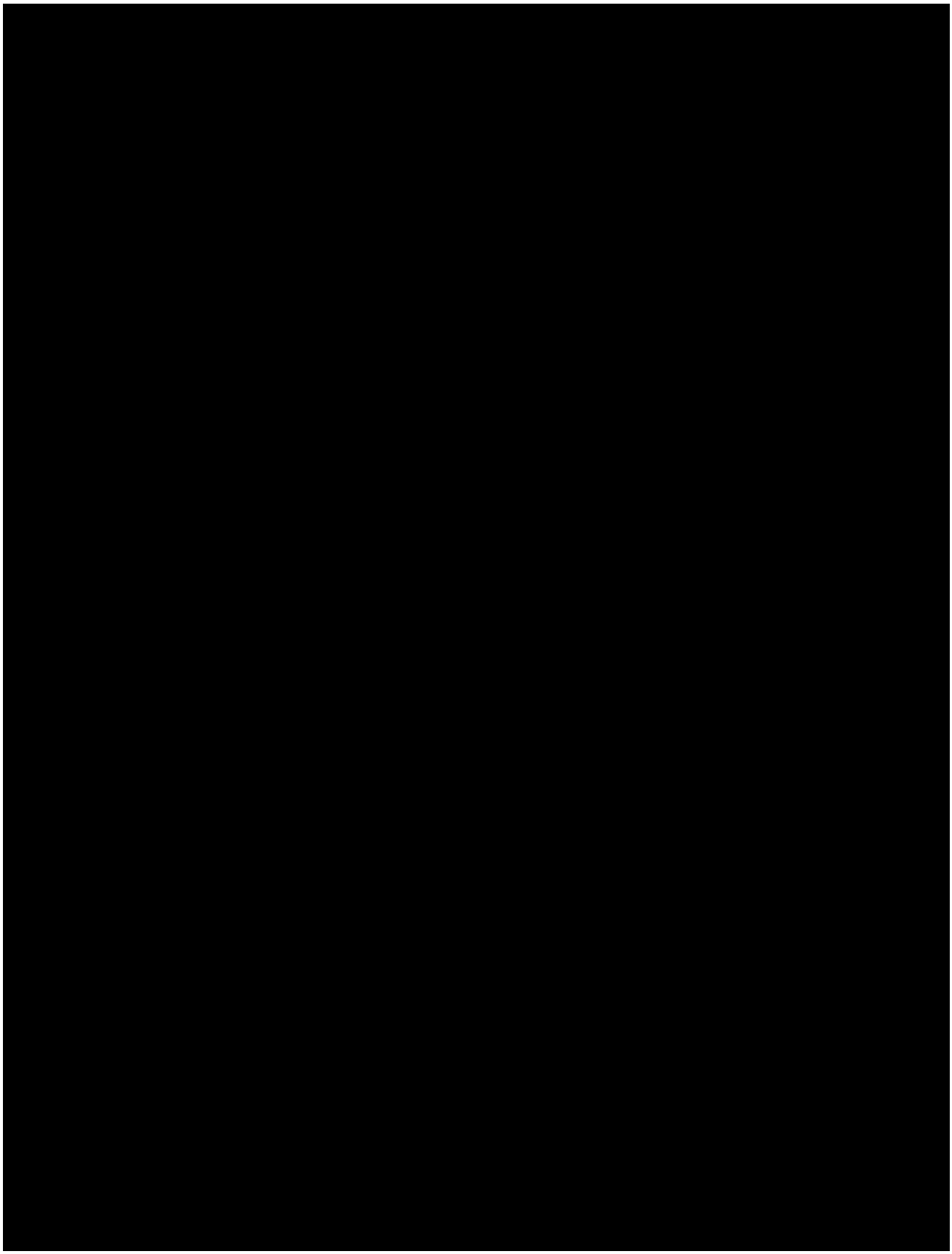


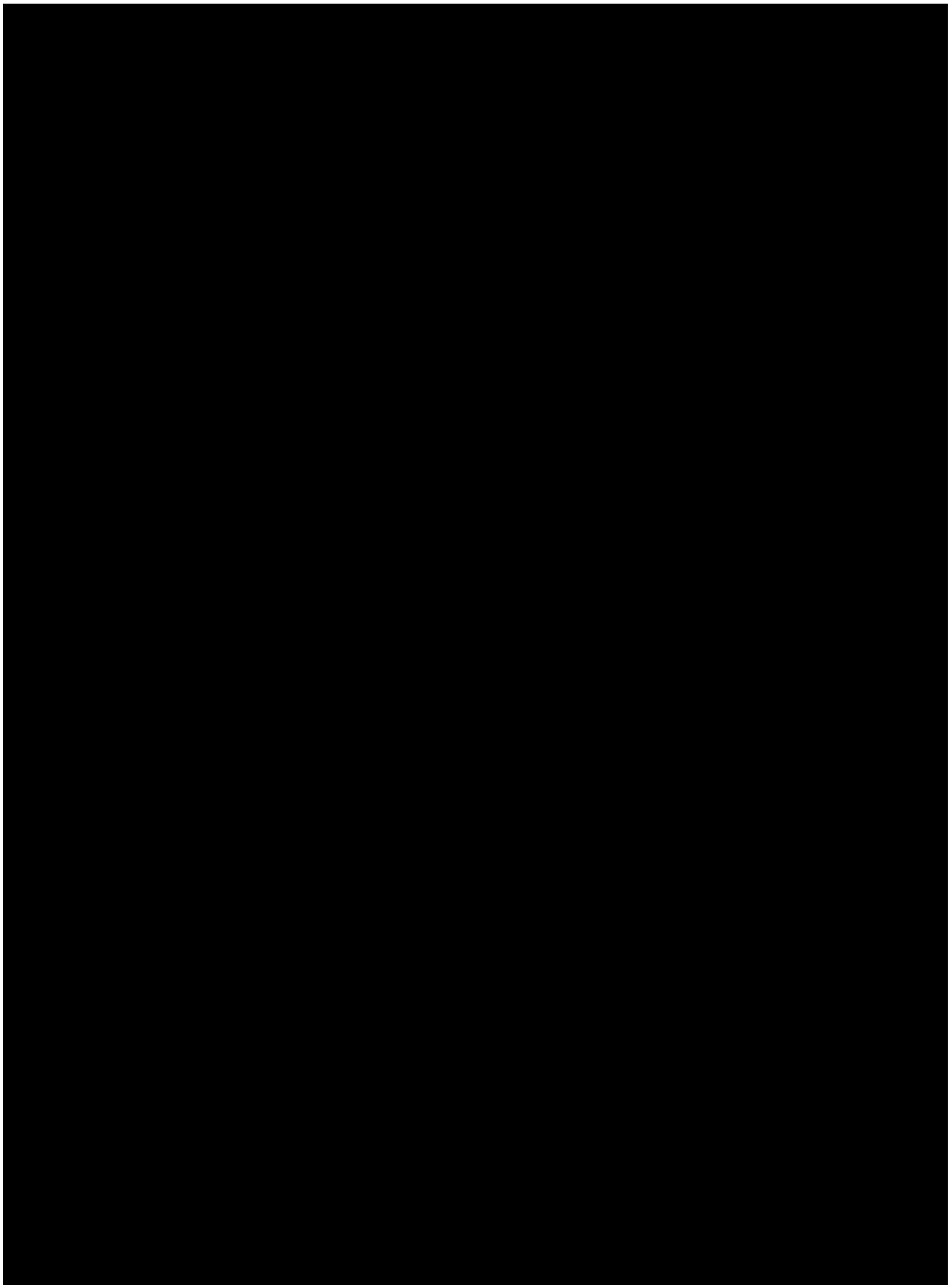


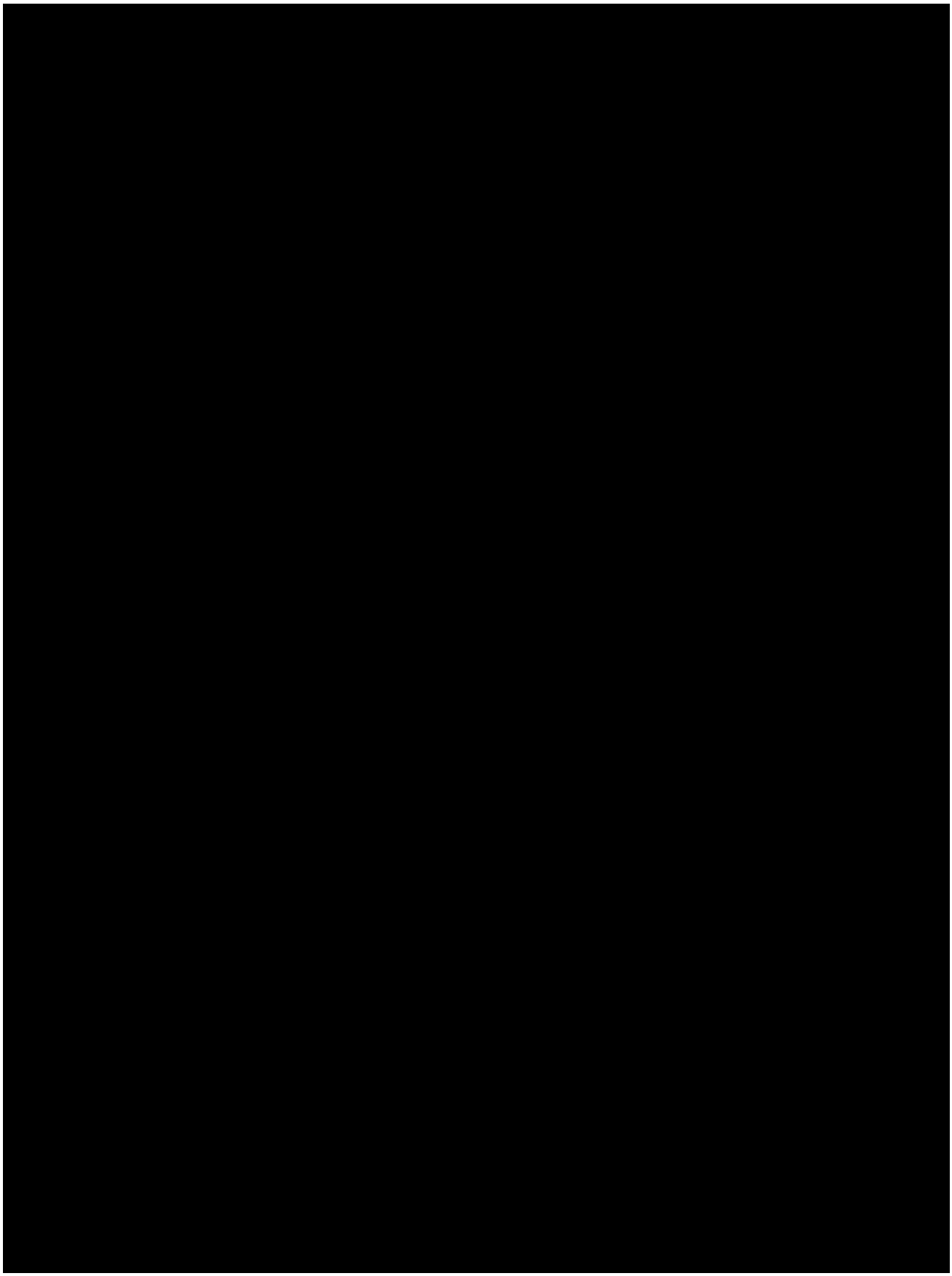


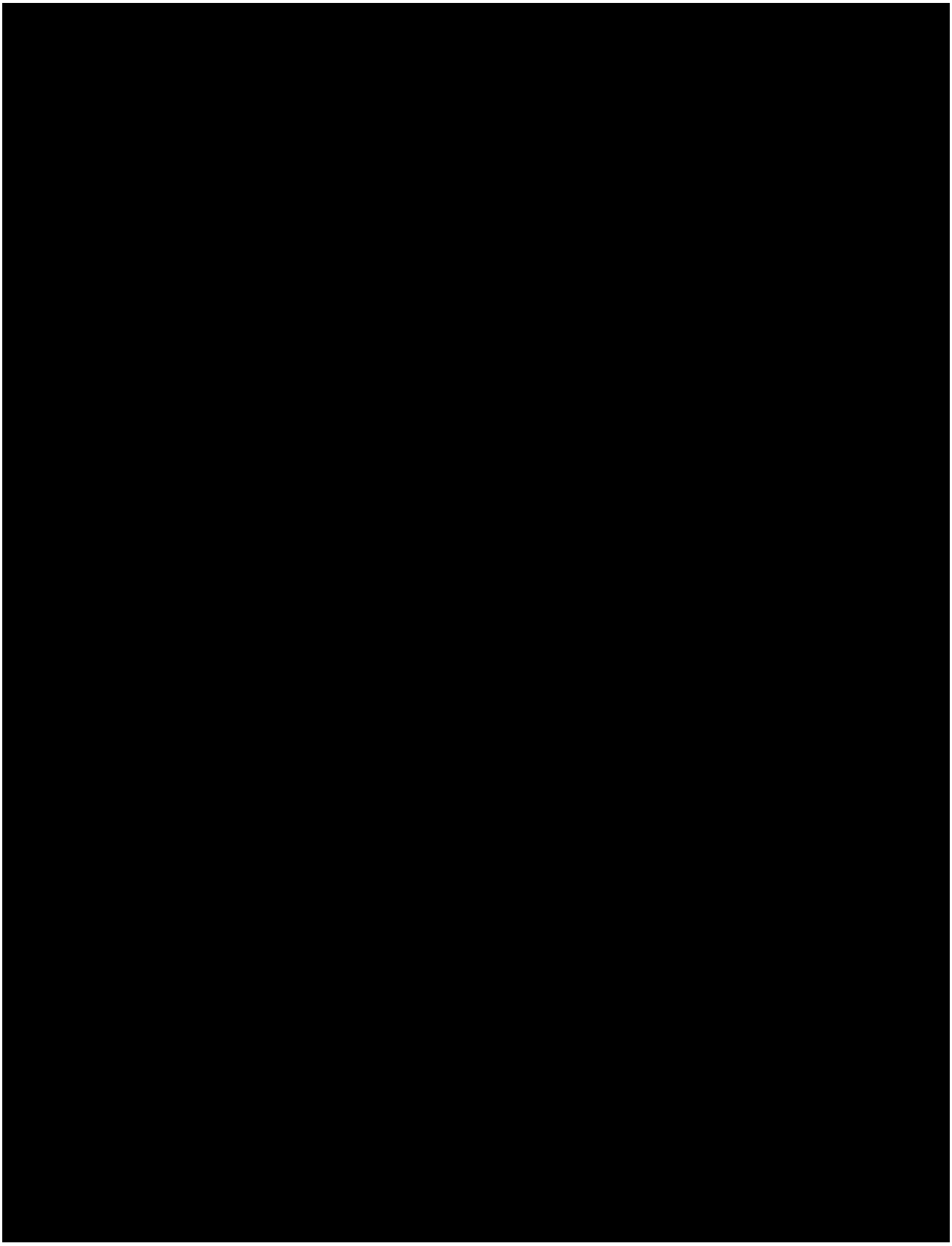


Champion - EX2113, Page 60 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

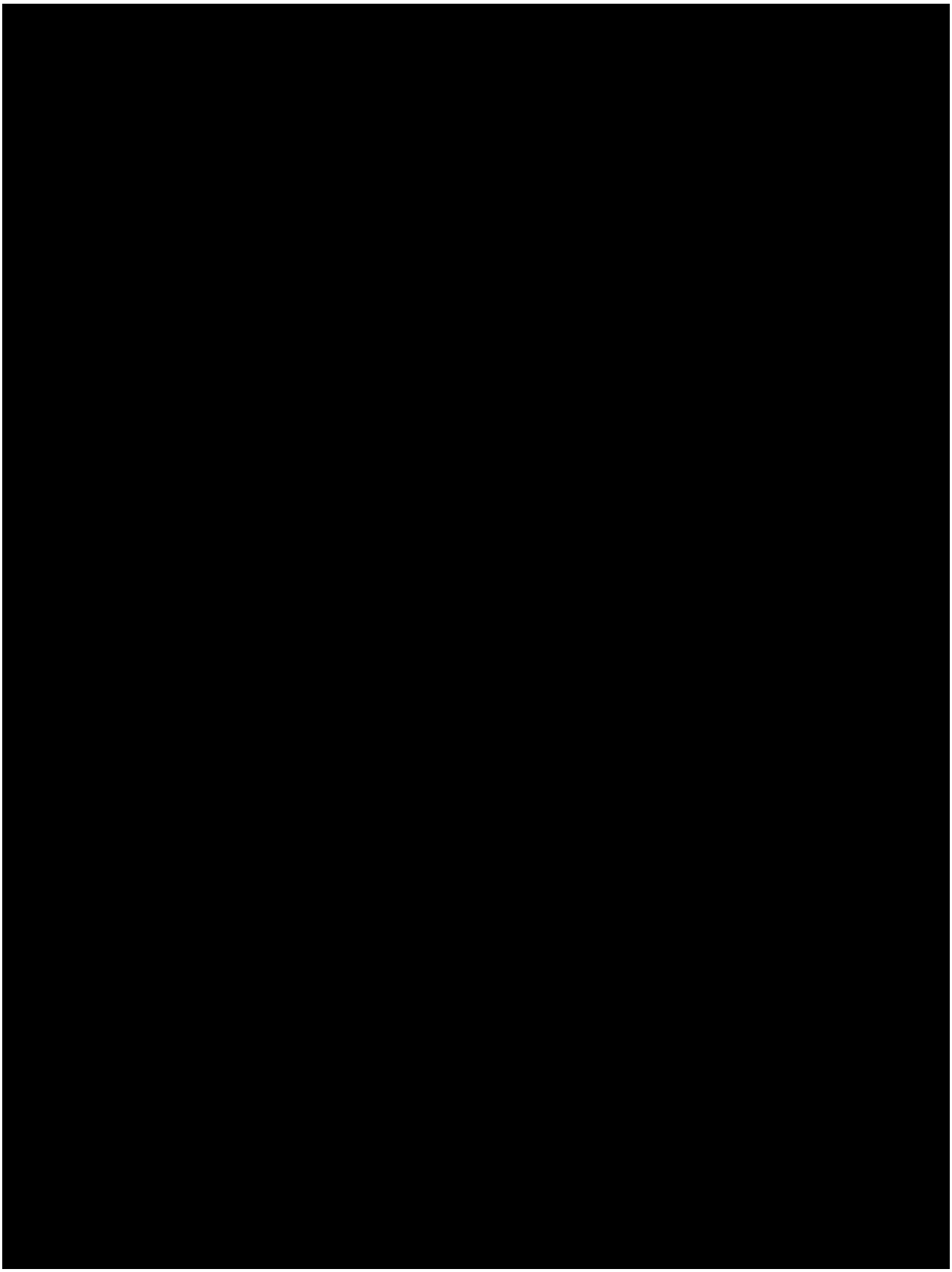








Champion - EX2113, Page 64 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228



[*The remainder of this page is intentionally left blank*]

VII. CONCLUSION

For all the foregoing reasons, Champion's Asserted Patents are invalid under 35 U.S.C. §§ 101, 102, 103, and/or 112 and/or unenforceable.

Date: September 25, 2025

Respectfully submitted,

MERCHANT & GOULD P.C.
/s/Thomas J. Leach
Thomas J. Leach (MN # 0311844)
Michael Erbele (MN # 0393635)
Paige Stradley (MN # 0393432)
Joe Dubis (MN # 0398344)
Elisabeth Muirhead (MN # 0399590)
MERCHANT & GOULD P.C.
150 South Fifth Street, Suite 2200
Minneapolis, MN 55402
(612) 332-5300
tleach@merchantgould.com
merbele@merchantgould.com
pstradley@merchantgould.com
jdubis@merchantgould.com
emuirhead@merchantgould.com

REINHART BOERNER VAN DEUREN, S.C.
Paul J. Stockhausen
Monica A. Mark
REINHART BOERNER VAN DEUREN, S.C.
22 East Mifflin Street, Suite 700
Madison, WI 53703
Tel.: 608-229-2200
Fax: 608-229-2100
pstockhausen@reinhartlaw.com
mmark@reinhartlaw.com

Attorneys for Defendant and Counterclaim Plaintiff

CERTIFICATE OF SERVICE

I, Monique Kreutz, hereby certify that on September 25, 2025, I served upon the following counsel for Plaintiff via electronic mail a true and correct copy of the foregoing document, including Exhibits and Charts A-10–A-15, B-05_Amended, B-13_Amended, B-19, B-20, F-16–F-19, H-16–H-20, I-10–I-15:

Thomas P. Heneghan (WI # 1024057)
Kimberly Gutierrez (WI # 1122639)
HUSCH BLACKWELL LLP
33 East Main Street, Suite 300
Madison, Wisconsin 53703
Telephone: 608.255.4440
Facsimile: 608.258.7138
Tom.Heneghan@huschblackwell.com
Kimberly.Gutierrez@huschblackwell.com

Jennifer E. Hoekel (MO # 45880)
HUSCH BLACKWELL LLP
8001 Forsyth Blvd, Suite 1500
St. Louis, MO 63105
Telephone: 314.480.1500
Facsimile: 314.480.1505
Jennifer.Hoekel@huschblackwell.com

Sharif Ahmed (WI #037105)
HUSCH BLACKWELL LLP
2415 E Camelback Road, Suite 500
Phoenix, Arizona 85016
Telephone: 480-824-7890
Facsimile: 480-824-7905
Sharif.ahmed@huschblackwell.com

Avery Hitchcock (WI #1126995)
HUSCH BLACKWELL LLP
511 N Broadway, Suite 1100
Milwaukee, Wisconsin 53202
Telephone: 414-978-5529
Facsimile: 414-223-5000
Avery.hitchcock@huschblackwell.com

Timothy J. Ziolkowski, 1020984
Jacob M. Fritz, 1094547
ZIOLKOWSKI PATENT SOLUTIONS GROUP, SC
136 South Wisconsin Street
Port Washington, WI 53074

Champion - EX2113, Page 68 of 69
Generac Power Systems, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01228

Telephone: 262.268.8100
Facsimile: 262.268.8185
tjz@zpatents.com
jmf@zpatents.com

Jon Ustundag
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Dr.
Suite 300
Cerritos, CA 90703
Telephone: 562.653.3200
Facsimile: 562.653.3333
Jon.Ustundag@aalrr.com

Attorneys for Plaintiff/Counterclaim Defendant Champion Power Equipment, Inc.

/s/*Monique Kreutz*