

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

CHAMPION POWER EQUIPMENT, INC.,

Case No: 2:24-cv-01281-LA

Plaintiff / Counter-Defendant,

v.

GENERAC POWER SYSTEMS, INC.,

Defendant / Counter-Plaintiff.

JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to the Case Management Order (ECF No. 29) and the most recent amendments to the Scheduling Order (ECF Nos. 109 and 111), Champion Power Equipment, Inc. (“Champion”) and Generac Power Systems, Inc. (“Generac”) (collectively, the “Parties”) jointly submit this Joint Claim Construction Statement. The Parties have met and conferred regarding the terms in dispute and have narrowed their differences to the extent possible. The patents-in-suit are Champion’s U.S. Patent Nos. 10,221,780 (“’780 Patent”); 10,598,101 (“’101 Patent”); 10,697,398 (“’398 Patent”); 11,143,120 (“’120 Patent”); 11,143,145 (“’145 Patent”); 11,306,667 (“’667 Patent”); 11,492,985 (“’985 Patent”); 11,530,654 (“’654 Patent”); 11,840,970 (“’970 Patent”); 11,905,895 (“’895 Patent”); 11,905,896 (“’896 Patent”); 10,862,414 (“’414 Patent”); and 11,336,214 (“’214 Patent”); and Generac’s U.S. Patent Nos. 10,563,596 (“’596 Patent”); 11,248,540 (“’540 Patent”); and 11,905,894 (“’894 Patent”).

I. AGREED CONSTRUCTIONS

The Parties are currently in discussions regarding potential stipulated constructions for certain terms set forth in Section II below. The Parties will supplement this Section I should stipulated constructions be agreed upon following the filing of this statement. As of the date of this filing, the Parties have agreed upon the following constructions:

Claim Term and Asserted Claims	Agreed Construction
<i>Proposed by Generac</i> “Selectively control” • ’101 Patent: claims 1 (2, 8, 9), 18 (19); • ’667 Patent: claims 1 (2-9); • ’896 Patent: claims 7 (8, 14), 15 (16), 30 (31, 32, 34-38)	Plain and ordinary meaning.

Claim Term and Asserted Claims	Agreed Construction
<i>Proposed by Generac</i> “A switch” • ’398 Patent: claims 1 (3-7, 19, 20, 22), 57 (58); • ’145 Patent: claims 1 (2-7, 10)	Plain and ordinary meaning.
<i>Proposed by Generac</i> “Prevent[s] actuation [of the mechanical fuel valve to the first position]” • ’780 Patent: claims (2), 8 (9, 11, 14), 15; • ’895 Patent: claims (2), 8 (12, 13)	Plain and ordinary meaning.

II. PROPOSED CONSTRUCTIONS FOR DISPUTED CLAIM TERMS

The terms in dispute, the asserted claims in which they appear, and the Parties’ respective proposed constructions are set forth in the tables below. For Champion’s patents, Champion’s proposed constructions are set forth first in each table, followed by Generac’s proposed constructions. For Generac’s patents, Generac’s proposed constructions are set forth first, followed by Champion’s proposed constructions. If a party’s proposed construction is plain and ordinary meaning, that party has provided its affirmative construction as an alternative for the Court’s reference.

A. Champion's Multi-Fuel Patents

('780, '101, '398, '145, '667, '985, '654, '970, '895, '896 Patents)

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> “Selector switch [positioned on the valve assembly] / [movable with respect to the valve assembly] to allow a user to manually select one of the first fuel flow and the second fuel flow” • '101 Patent: 1 (2, 8, 9), 18 (19); • '667 Patent: 1 (2-9); • '896 Patent: 7 (8, 14), 30 (31, 32, 34-38)	Plain and ordinary meaning, which includes a device for choosing between fuel options. Alternatively, the Court should construe this term to include a device for choosing between fuel options.	Generac proposes the following construction: “A movable component whose position relative to the valve assembly enables access for a user to subsequently manually turn on or off only one fuel flow without repositioning the movable component”
<i>Proposed by Generac</i> “Positioned on the valve assembly / movable with respect to the valve assembly” • '101 Patent: 1 (2, 8, 9), 18 (19); • '667 Patent: 1 (2-9); • '896 Patent: 7 (8, 14), 30 (31, 32, 34-38)	This term, which has been proposed by Defendant, is in fact two different terms that should not be considered together: (1) “positioned on the valve assembly”; and (2) “movable with respect to the valve assembly.” Plain and ordinary meaning, which for “positioned on the valve assembly” means located on or as part of the valve assembly; and for “movable with respect to the valve assembly”, plain and ordinary meaning means capable of movement relative to the valve assembly. Alternatively, the Court should construe these terms consistently with the foregoing.	Generac proposes the following construction: “Separate and distinct from and in physical contact with the valve assembly / separate and distinct from and capable of movement relative to the valve assembly”

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> “Valve assembly” • ’101 Patent: 1 (2, 8, 9), 18 (19); • ’667 Patent: 1 (2-9); • ’896 Patent: 7 (8, 14), 15 (16), 30 (31, 32, 34-38)	Plain and ordinary meaning, which includes one or more valves arranged together. Alternatively, the Court should construe this term to include one or more valves arranged together.	Generac proposes the following construction: “At least one fuel valve operatively connected to a fuel valve handle, separate and distinct from the selector switch”
<i>Proposed by Generac</i> “Fuel valve” • ’101 Patent: 1 (2, 8, 9), 18 (19); • ’667 Patent: (3-5); • ’896 Patent: 7 (8, 14), 15 (16), (32, 34, 35)	Plain and ordinary meaning, which includes a device that allows control of fuel flow. Alternatively, the Court should construe this term to include a device that allows control of fuel flow.	Generac proposes the following construction: “A component of the valve assembly that selectively controls fuel flow and is separate and distinct from the fuel valve handle”
<i>Proposed by Generac</i> “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” • ’896 Patent: 15 (16)	Plain and ordinary meaning. For “at least one valve handle”, plain and ordinary meaning means one or more handles capable of actuating a valve. For “Mechanically coupled”, plain and ordinary meaning includes direct or indirect mechanical connection. For “Responsive to actuation thereof”, plain and ordinary meaning means that the valve handle operates the fuel valves when actuated and does not limit the manner of actuation. Alternatively, the Court should construe this term consistently with the foregoing.	Generac proposes the following construction: “At least one valve handle, each of which is 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”

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> “Two fuel inputs / two fuel outputs” • '101 Patent: 18 (19); • '667 Patent: 1 (2-9); • '896 Patent: 30 (31, 32, 34-38)	Plain and ordinary meaning, which includes two distinct inlet connections through which fuel enters the valve assembly (“two fuel inputs”) and a connection through which two different fuels can exit the valve assembly (“two fuel outputs”). Alternatively, the Court should construe these terms consistently with the foregoing	Generac proposes the following construction: “Exactly two fuel entry points of the valve assembly / exactly two exit points of the valve assembly”
<i>Proposed by Generac</i> “A fuel shutoff coupled to the carburetor . . . and wherein the fuel shutoff actuates free from linear motion” • '398 Patent: 43 (44, 56)	Plain and ordinary meaning. “Fuel shutoff” means a device that stops or restricts the flow of fuel. “Coupled to the carburetor” means connected directly or indirectly to the carburetor, including through one or more intermediate components. “Actuates free from linear motion” means that the fuel shutoff actuates in a manner in which linear movement is not the operative mechanism. Alternatively, the Court should construe “actuates free from linear motion” to mean that the fuel shutoff actuates through rotational or pivoting motion as its principal means of operation, without relying on linear movement to open or close fuel flow. Alternatively, the Court should construe this term consistently with the foregoing.	Generac proposes the following construction: “A valve coupled to the carburetor that cuts off liquid fuel flow without linear motion”

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> “Fuel lockout apparatus” • ’780 Patent: 1 (2, 6, 7), 8 (9, 11, 14), 15; • ’654 Patent: 6 (7, 9); • ’970 Patent: (4, 5), (26, 27); • ’895 Patent: 1 (2, 6, 7), 8 (12, 13), 14 (15, 21)	Plain and ordinary meaning, which includes an apparatus that prevents selection of more than one fuel source. Alternatively, the Court should construe this term to include an apparatus that prevents selection of more than one fuel source.	Generac proposes the following construction: Means-plus-function (35 U.S.C. § 112(f)) <u>Recited Function:</u> to “selectively block connection of an external fuel source to the fuel inlet of the fuel line and prevent actuation of the mechanical fuel valve when the external fuel source is connected to the fuel inlet of the fuel line.” <u>Corresponding Structure:</u> items 58 and 61 in Figs. 2-3, and 58 in Figs. 4A-4B. This structure is described in the ’780 Patent in at least the following portions of the specification: 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-64. Alternatively, Generac proposes the following construction: “an apparatus that blocks connection of the second fuel source to the fuel inlet when the first fuel source is in communication with the engine and prevents communication of the first fuel source to the engine when the second fuel source is connected”

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> "A mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow . . . [from a first fuel source and a second fuel source]" / "A mechanical fuel valve" (consolidated terms) • '780 Patent: 1 (2, 6, 7), 8 (9, 11, 14), 15; • '654 Patent: 6 (7); • '970 Patent: 1 (2, 4, 5, 11), 20 (21-23, 26, 27, 33); • '895 Patent: 1 (2, 6, 7), 8 (12, 13), 14 (15, 21)	A mechanical fuel valve should be accorded its plain and ordinary meaning, which includes a mechanical device that allows control of one or more fuel flows. Alternatively, the Court should construe this term to include a mechanical device that allows control of one or more fuel flows. A mechanical fuel valve actuatable between a first position and a second position should be accorded its plain and ordinary meaning. "Actuatable between a first position and a second position" means capable of being moved between two positions, without limitation to the mechanism, direction, or degree of that movement. "To selectively control fuel flow from a first fuel source and a second fuel source" means to control which fuel source supplies fuel to the engine. Alternatively, the Court should construe this term consistently with the foregoing.	Generac proposes the following construction for "a mechanical fuel valve actuatable between a first position and a second position to selectively control fuel flow ... [from a first fuel source and a second fuel source]:" "A single mechanical valve that controls a first fuel flow through a first fuel line and controls a second fuel flow through a second fuel line by actuating between a first position and a second position" Generac proposes the following construction for "a mechanical fuel valve:" "A single mechanical fuel valve"

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> “Prevent[s] . . . from coupling” • ’780 Patent: 1 (2, 6, 7), 8 (9, 11, 14); • ’654 Patent: 6 (7, 9); • ’970 Patent: (4, 5), (26, 27); • ’895 Patent: 1 (2, 6, 7), 14 (15, 21)	Plain and ordinary meaning, which includes preventing two or more components from directly or indirectly interacting with each other, for example, physically, electrically, and/or fluidly. Alternatively, the Court should construe this term to include preventing two or more components from directly or indirectly interacting with each other.	Generac proposes the following construction: “Prevent[s] . . . [from] all forms of coupling”
<i>Proposed by Generac</i> “A secondary pressure regulator couple[d]/[able] to the primary pressure regulator” • ’654 Patent: 6 (7, 9); • ’985 Patent: 16 (17); • ’970 Patent: 1 (2, 4, 5, 11), 20 (21-23, 26, 27, 33); • ’895 Patent: 14 (15, 21); • ’120 Patent: 12	Plain and ordinary meaning. “Secondary pressure regulator” means a pressure regulator that receives input from or operates downstream of or in conjunction with a primary pressure regulator. “Couple[d]/[able] to the primary pressure regulator” means connected directly or indirectly to the primary pressure regulator, and does not require a fixed, permanent connection. Alternatively, the Court should construe this term consistently with the foregoing.	Generac proposes the following construction: “A pressure regulator couple[d]/[able] to the primary pressure regulator that performs the second pressure reduction”

B. Champion's CO Patents ('414, '214 Patents)

Claim Term and Asserted Claims	Champion's Proposed Construction	Generac's Proposed Construction
<i>Proposed by Generac</i> "An output electrical current proportional to a detected concentration of ambient carbon monoxide" • '414 Patent: 1 (2, 3), 8 (9); • '214 Patent: 1 (2, 12)	Plain and ordinary meaning, which includes an electrical current output whose magnitude varies in proportion to the concentration of ambient carbon monoxide detected by the sensor. "Output electrical current" means an electric current—a flow of charge—produced as the output of the sensor. Alternatively, the Court should construe this term to include an electrical current output whose magnitude corresponds in proportion to the detected ambient CO concentration.	"Proportional" means "having a constant ratio, <i>i.e.</i>, having a $y = kx$ relationship." Generac agrees that "output electrical current" is "an electric current produced as the output of the sensor." "An output electrical current proportional to a detected concentration of ambient carbon monoxide" means "an output electrical current having a constant ratio with a detected concentration of ambient carbon monoxide, <i>i.e.</i>, for some constant, k, $\left[\begin{array}{c} \text{output} \\ \text{electrical} \\ \text{current} \end{array} \right] = k \times \left[\begin{array}{c} \text{detected concentration} \\ \text{of ambient} \\ \text{carbon monoxide} \end{array} \right]."$
<i>Proposed by Generac</i> "A deactivation condition based upon the output electrical current from the carbon monoxide gas sensor matching predefined value and duration thresholds" • '414 Patent: 1 (2, 3); • '214 Patent: 1 (2, 12)	Plain and ordinary meaning, which includes a state in which the output electrical current from the CO gas sensor meets or exceeds both (1) a predefined value threshold and (2) a predefined duration threshold—both conditions must be met for the deactivation condition to be triggered. Alternatively, the Court should construe this term consistently with the foregoing.	"Matching" means "meeting" or "equaling" and does not include "exceeding." "A deactivation condition based upon the output electrical current from the carbon monoxide gas sensor matching predefined value and duration thresholds" means "a deactivation condition that occurs when the output electrical current equals a predefined value threshold for the entire predefined duration," rather than exceeding the predefined value threshold during the predefined duration

C. Generac's CO Patents ('596, '540, '894 Patents)

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by both parties</i> “Controller” • '596 Patent: 1 (5-12), 13 (14), 15; • '540 Patent: 1 (5, 7-10, 13-14, 16-17), 18, 19; • '894 Patent: 17 (19, 21-22), 24 (25)	Generac proposes the following construction: “A microprocessor; central processing unit (CPU); digital signal processor (DSP); or other device comprising a processor, computer memory, and a general purpose input/output (GPIO)”	The Court should construe “controller” to require a programmed digital processing device that is specifically configured to: (1) collect and store CO sensor signals over a set time interval; (2) calculate a rate of change of those CO signals over that interval; (3) identify whether those signals together form a trend of building carbon monoxide amounts; and (4) activate the engine interrupt when either the calculated rate of change or the identified trend satisfies a predetermined shutoff threshold. Alternatively, the Court should construe “controller” to require a device programmed to calculate a rate of change and evaluate a trend of building CO amounts over a set time interval, and to activate the engine interrupt based on those calculations.
<i>Proposed by Generac</i> “Further comprising determining the at least one predetermined shutoff threshold based at least partially signals received from an additional sensor” • '596 Patent: (21)	Generac proposes the following construction: “Further comprising determining the at least one predetermined shutoff threshold based at least partially on signals received from an additional sensor”	This term is indefinite.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Generac</i> "The portable generator of claim 17"¹ • '894 Patent: (19)	Generac proposes the following construction: "The method of claim 17"	This term is indefinite.
<i>Proposed by both parties</i> "Noise" • '596 Patent: (7); • '540 Patent: (14), 18; • '894 Patent: 17 (19, 21-22), 24 (25)	Generac proposes the following construction: "Variation in the carbon monoxide signal caused by at least the fluctuations in carbon monoxide in the environment, rather than solely the fluctuations intrinsic to the measurement method (i.e. fluctuations in the signal even if the CO concentration remains fixed)"	The Court should construe this term to require background signal fluctuations at the CO sensor that are not attributable to the presence of carbon monoxide in the environment, arising from environmental conditions, electrical interference, or sensor characteristics—not a fixed, predetermined value assigned by the controller.
<i>Proposed by Champion</i> "Minimum noise threshold" • '596 Patent: (7); • '540 Patent: (14), 18	Generac proposes the following construction: Plain and ordinary meaning in view of the construction of the term "noise"	The Court should construe this term to require an adaptive or environment-compensating threshold used to confirm that the sensor is actively detecting a real CO condition. Alternatively, the Court should construe this term to require an adaptive or environment-compensating minimum signal level used to confirm that the sensor is actively detecting a real CO condition.

¹ Generac objects to Champion's proposed construction because Champion failed to timely contend that this term is indefinite.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Generac</i> “Wherein the controller uses the engine interrupt to cease the operation of the engine when the controller determines signals from the carbon monoxide detector exceed a minimum noise threshold” • '596 Patent: (7); • '540 Patent: (14)	Generac proposes the following construction: “Wherein the controller uses the engine interrupt to cease the operation of the engine when the controller determines signals from the carbon monoxide detector do not exceed a minimum noise threshold”	This full clause recites a functional relationship between the controller, the engine interrupt, and the minimum noise threshold. “Exceed a minimum noise threshold” means that the signals from the CO detector surpass an adaptive or environment-compensating minimum signal level used to confirm that the sensor is actively detecting a real CO condition—not an arbitrary, hardcoded fixed floor value. Alternatively, the Court should construe this term consistently with the foregoing.
<i>Proposed by both parties²</i> “Trend” / “Trend of building carbon monoxide [level]/[amounts] over a set time interval” • '596 Patent: 1 (5-12), 15; • '540 Patent: 1 (5, 7-10, 13-14, 16-17)	Generac proposes the following construction for “trend of building carbon monoxide [level]/[amounts] over a set time interval:” “An overall increase in carbon monoxide level/amounts over a set time interval as determined by the controller’s analysis of the relationship among the carbon monoxide signals as a group” Generac proposes the following construction for “trend:” Plain and ordinary meaning	The Court should construe these terms to require evaluation of the directionality or trajectory of CO levels over time—e.g., the progressive building of CO concentration. Alternatively, the Court should construe these terms to require that the signals taken together indicate a sustained increasing trajectory of CO concentration over a defined time period.

² Generac proposed the overall term “trend of building carbon monoxide [level]/[amounts] over a set time interval” rather than “trend” on its own but agrees that these terms can be consolidated for construction.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Champion</i> “Rate of change” / “Rate of change value . . . one or both of a positive value or a value that exceeds a predetermined rate of change threshold value” (consolidated terms) • '596 Patent: (11), 13 (14), 16 (18, 20-22); • '894 Patent: 17 (19, 21-22), 24 (25)	Generac proposes the following construction for both terms: Plain and ordinary meaning	Rate of change: The Court should construe this term to require the calculated change in CO signal values per unit time—a derivative of CO concentration with respect to time—over a defined time interval. Alternatively, it means the derivative of CO concentration with respect to time over a defined interval. Rate of change value . . . one or both of a positive value or a value that exceeds a predetermined rate of change threshold value: The Court should construe this term to require a calculated rate of change of CO signal values—a true derivative of CO concentration with respect to time—that is either positive or that exceeds a predetermined threshold, or both. Alternatively, a calculated rate of change value that is positive or exceeds a predetermined threshold.
<i>Proposed by Champion</i> “Engine interrupt” • '596 Patent: 1, (5-12); • '540 Patent: 1 (5, 7-10, 13-14, 16-17), 19	Generac proposes the following construction: “Electrical circuit that acts as a terminator of engine operation”	The Court should construe this term to require a discrete hardware component connected to the engine that is configured to selectively stop operation of the engine through independently actuatable means. Alternatively, the Court should construe this term to require a component configured to selectively stop engine operation through independently actuatable means.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Champion</i> "Historic signals" • '596 Patent: (10), (22)	Generac proposes the following construction: Plain and ordinary meaning	The Court should construe this term to require previously sensed signal values that are persistently stored and used to dynamically alter or determine the predetermined shutoff threshold itself. Alternatively, previously sensed signal values used to dynamically alter the predetermined shutoff threshold.
<i>Proposed by Champion</i> "Secondary sensor / Additional sensor" • '596 Patent: (6), (21); • '540 Patent: (13), 19; • '894 Patent: (22)	Generac proposes the following construction: Plain and ordinary meaning, wherein "sensor" includes at least temperature sensors, humidity sensors, proximity sensors, accelerometers, and timers	The Court should construe these terms to require a physical device, distinct from the primary CO sensor, that detects or measures a physical property of the environment (<i>e.g.</i>, temperature, humidity, proximity, or acceleration). Alternatively, the Court should construe these terms to require a physical device, distinct from the primary CO sensor, that detects or measures a physical property of the environment.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Champion</i> “Proximate [the]/[an] internal combustion engine” / “Environment immediately surrounding the internal combustion engine” • '596 Patent: 1 (5-12), 13 (14), 16; • '540 Patent: 1 (5, 7-10, 13-14, 16-17) • '894 Patent: 17 (19, 21-22), 24 (25)	Generac proposes the following construction for both terms: Plain and ordinary meaning	The Court should construe “proximate the internal combustion engine” to require that the CO detector be positioned in physical proximity to the internal combustion engine itself, such as near the engine block, cylinder head, or exhaust components. The Court should construe “environment immediately surrounding the internal combustion engine” to require measurement of the air space directly adjacent to the engine itself, not air space within the generator's outer housing generally.
<i>Proposed by Champion</i> “Integrated with the internal combustion engine” • '596 Patent: (12)	Generac proposes the following construction: “Physically and electrically connected to the internal combustion engine”	The Court should construe this term to require physical integration with the engine itself. Alternatively, the Court should construe this term to require physical integration with the engine itself.

Claim Term and Asserted Claims	Generac's Proposed Construction	Champion's Proposed Construction
<i>Proposed by Champion</i> “Communicates signals representative of at least one of the status of the internal combustion engine and the carbon monoxide detector”/ “wireless communication module” / “remote device” • ’540 Patent: (9, 10);	Generac proposes the following construction for all three terms: Plain and ordinary meaning	The Court should construe “communicates signals ... representative of ... status” to require actual bidirectional communication of status information—such as engine operating state, errors, or CO detector data—from the controller to the remote device. “Wireless communication module” means a component capable of transmitting and receiving data without a physical wired connection. “Remote device” means a portable electronic device capable of receiving status signals from the controller.
<i>Proposed by Champion</i> “Tampered with” • ’596 Patent: 12	Generac proposes the following construction for all three terms: Plain and ordinary meaning	The Court should construe this term to require a deliberate physical act of interference, specifically, removal from operational position, physical disassembly, or deliberate disabling, that compromises the CO detector’s normal sensing function, such that the controller detects the tamper condition as a discrete shutdown event distinct from a CO threshold crossing. Alternatively, the Court should construe this term to include interfered with, removed, or disassembled.

III. RESERVATION OF RIGHTS

The Parties reserve the right to revise, supplement, or modify their proposed constructions in light of additional briefing, expert discovery, and any rulings by the Court. The Parties further reserve the right to supplement Section I of this Statement with agreed constructions should the Parties reach agreement on any term currently listed as disputed. The Parties' proposed constructions set forth herein are preliminary in nature and are not intended to be binding admissions as to the ultimate construction of any claim term.

IV. INTRINSIC AND EXTRINSIC EVIDENCE

Each party intends to rely on the intrinsic record of the patents-in-suit, including the claims, specifications, and prosecution histories, in support of its proposed constructions. The parties have also identified non-expert extrinsic evidence in their respective preliminary proposed constructions exchanged pursuant to the Scheduling Order. The parties reserve the right to rely on expert testimony in support of their proposed constructions to the extent permitted by the Court.

V. EXPERT WITNESSES

The Parties identify the following expert witnesses they may call to testify at the Markman hearing:

Champion: Dr. William Singhose and Dr. Craig Forest

Generac: Dr. Eric S. Winkel and Dr. Mahdi Shahbakhti

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CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of July, 2026, I caused the foregoing to be filed electronically with the Clerk of the Court, and therefore served upon all counsel of record.

/s/ Sharif Ahmed