

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

**HOLLEY PERFORMANCE
PRODUCTS INC.**

Plaintiff and Counter-Defendant,
v.

ACES FUEL INJECTION, INC.

Defendant and Counter-Plaintiff.

Case No. 1:26-cv-00059-CEA-CHS

**HOLLEY PERFORMANCE PRODUCTS INC.’S SECOND
REQUESTS FOR DOCUMENTS TO ACES FUEL INJECTION
INC. (NOS. 12-48)**

Pursuant to Fed. R. Civ. P. 34, Plaintiff/Counter-Defendant Holley Performance Products Inc. (“Holley”) submits these document requests to Defendant/Counter-Plaintiff Aces Fuel Injection, Inc. (“Aces”). Aces must produce the following documents within 30 days from the date of receipt of these requests.

DEFINITION OF TERMS

The following definitions apply to each paragraph of these requests and are deemed to be incorporated therein:

1. “Complaint” means the Complaint filed by Holley in the above-captioned case and any amendments permitted thereto.
2. “Litigation” means this action styled as *Holley Performance Products Inc. v. Aces Fuel Injection, Inc.*, No. 1:26-cv-00059-CEA-CHS, filed in the Eastern District of Tennessee.

3. “You,” “Your,” “Aces,” and “Defendant” shall mean Aces Fuel Injection, Inc., the defendant in this action, and: (a) any and all of Aces’s parents, subsidiaries, divisions, departments, organizational and/or operating units, affiliated corporations, and any other related entities of Aces; (b) all predecessor and successor companies and/or corporations; (c) all assigns of any of the foregoing entities; (d) all companies, corporations, partnerships, associations, and other business entities which are or have been under common ownership or control, in any manner, with Aces; (e) each of the present and former officers, directors, managers, employees, agents, consultants, attorneys, and accountants who are subject to Aces’ actual or constructive control, and any other representatives of any of the foregoing entities; (f) any company and/or entity that has invested in or otherwise provided funds to Aces, other than as payment for goods or services; and (g) all other persons and entities directly or indirectly acting or purporting to act on behalf, or under the actual or constructive control, of Aces.

4. “Holley” or “Plaintiff” shall mean Holley Performance Products Inc. including any predecessors or acquired entities.

5. “Holley Patents-in-Suit” means U.S. Patent No. 11,118,515 (the “’515 Patent”); U.S. Patent No. 11,333,083 (the “’083 Patent”); U.S. Patent No. 11,409,894 (the “’894 Patent”); and U.S. Patent No. 12,203,434 (the “’434 Patent”).

6. “Asserted Claims” means any claim of the Asserted Patents that Plaintiff contends is infringed by any Accused Instrumentality.

7. “Holley Accused Products” means the products accused by Aces of infringing the ’475 Patent including the Holley Sniper EFI, Sniper 2 EFI, Terminator X, and/or Quadrajet EFI.

8. “Marked” or “Marking” refers to the process described in 35 U.S.C. § 287(a) whereby a patent holder may give public notice that a product it sells is patented in the United States, by marking its product or labeling its product or the product's packaging with the patent number ("Physical Marking"), or by identifying a web address that associates the patented product with the patent number ("Virtual Marking").

9. “Accused Instrumentality”, “Accused Product”, or “Accused Product(s)” means each of Defendant’s products and/or devices that Holley contends infringes at least one of the Holley Patents-in-Suit, including but not limited to the following: the Killshot series including the Killshot Fusion, Killshot Fusion Lite, and Killshot 2 Pro, Killshot, the Royal Flush series, and Deuces Wild series.

10. “Third party” means and includes any person(s) or entity(ies) other than Plaintiff and Defendant.

11. “’475 Patent” means U.S. Patent No. 7,735,475, titled *Fuel injection body sized to replace carburetor body*.

12. “Holley Manual” means Holley’s Terminator X and Terminator X Max MPFI Fuel Injection System Installation & Tuning Manual, including versions or revisions thereof.

13. “Joker Manual” means The Joker Installation and Tuning Manual, including all drafts, versions, and revisions thereof.

14. “Person(s)” shall mean: (a) natural persons (also referred to as “individuals”); (b) business or legal entities, including, without limitation, corporations, partnerships, joint ventures, firms, associations, professional corporations, and proprietorships; and (c) governmental bodies or agencies.

15. “Representative,” when used to refer to the representative of a corporation or other business or legal entity, shall mean its present and former officers, directors, managers, employees, agents, consultants, attorneys, accountants, and anyone acting or purporting to act on its behalf. “Representative,” when used to refer to the representative of a natural person, shall mean that person’s present and former employees, agents, consultants, attorneys, accountants, and anyone acting or purporting to act on said person’s behalf.

16. “Electronically stored information” and “ESI” mean information of any kind stored, created, transmitted, received, maintained, or accessible through electronic, digital, cloud-based, networked, mobile, or other technological means, including without limitation: email; text messages; instant messages; chats; direct messages; social media messages; collaboration-platform content; shared workspaces; cloud storage repositories; cloud-hosted applications; web-based portals; file-sharing systems; accounting, financial, distribution, manufacturing, customer-management, source-code, design, engineering, analytics, or other business systems; websites and web pages; calendars; contact lists; voicemail; audio, video, images, screenshots, and recordings; spreadsheets and underlying formulas; databases; structured and unstructured data; logs; audit trails; metadata; embedded data; version history; comments; tracked changes; deleted, archived, erased, fragmented, damaged, or residual data; and any information stored on, synchronized with, backed up to, or accessible from computers, servers, laptops, tablets, smartphones, wearable devices, removable media, external drives, USB drives, network drives, backup systems, cloud-based backup or disaster-recovery systems, or any other electronic device, system, platform, application, service, repository, or medium.

17. “Document” is used in the most comprehensive and inclusive sense permitted by Rule 34 of the Federal Rules of Civil Procedure, and shall include, but is not limited to, all

information in your actual or constructive possession, custody or control, including, but not limited to, letters, telegrams, facsimile or telefax transmissions, memoranda, reports, studies, calendar or diary entries, books, photographs, drawings, maps, pamphlets, notes, charts, tabulations, analyses, statistical or information accumulations, accounting records of any kind, records of meetings and conversations of any kind, movie films, magnetic tapes, discs, sound or mechanical reproductions, and further includes copies which are not identical duplicates of the original of each document by reason, for example, of the fact that handwritten or blind notes appear thereon, are attached thereto, or otherwise are incorporated by reference, and regardless of whether the original of each of the documents is in your possession, custody or control.

18. “Thing” or “things” is used in the most comprehensive and inclusive sense permitted by Rule 34 of the Federal Rules of Civil Procedure, and shall include, but is not limited to, objects of every kind and nature other than a document. By way of example, and not by way of limitation, “thing” or “things” includes prototypes, models, specimens, and the like, and commercially manufactured items.

19. “Communication” and “communications” shall mean any transmission, exchange, or conveyance of information by any means, whether oral, written, electronic, digital, or otherwise, including, without limitation, telephone conversations, in-person or face-to-face conversations, letters, memoranda, telegrams, teletypes, telexes, telecopies, facsimiles, voicemail, email, text messages, SMS messages, MMS messages, instant messages, chat messages, direct messages, private messages, social media messages, messages sent through mobile applications or web-based platforms, communications through collaboration or messaging platforms including Microsoft Teams, Slack, Zoom, Google Chat, Discord, WhatsApp, Signal, Telegram, iMessage, Facebook Messenger, Instagram, LinkedIn, or similar platforms, comments or replies in cloud-based

documents or shared workspaces, computer linkups, wireless transmissions, video-conference communications, and any other written, oral, electronic, digital, cloud-based, or recorded exchange of information.

20. “Agreement” shall mean any contract, undertaking, promise, covenant, arrangement, understanding, or other agreement of whatever kind or nature whatsoever, whether written or oral, including all supplements and additions, changes, amendments, and modifications thereto, and all cancellations, revocations, rescissions, and terminations thereof.

21. “USPTO” shall mean the United States Patent and Trademark Office.

22. “Concern,” “concerning,” “refer,” “referring,” “regarding,” “relate,” and “relating” shall mean, without limitation, directly or indirectly and in whole or in part, pertaining to, mentioning, commenting on, connected with, describing, analyzing, explaining, showing, reflecting, identifying, setting forth, dealing with, embodying, comprising, consisting of, containing, constituting, resulting from, recording, identifying, discussing, assessing, stating, evidencing, supporting, rebutting, or in any way relevant to the particular subject matter identified.

23. The use of a verb in any tense shall be construed as use in all other tenses.

24. “And,” “or,” and “any” are intended to be construed as necessary to bring within the scope of these requests any information which otherwise might be construed to be outside of the scope of any of them.

25. “Identify” or “Identity” means (1) when referring to a person, the person’s full name, present or last known address and telephone number, and the last known title and place of employment; (2) when referring to non-patent Documents, the production number or type of document, its general nature and subject matter, date of creation, and all author(s), addresses(s), and recipient(s); (3) when referring to patent Documents, the country, patent and/or application

number, dates of filing, publications, and grant, and the names of patentees or applicants; and (4) when referring to a source or thing, sufficient information to identify the location, ownership, and nature of such source or thing.

26. “Describe,” when used in relation to an act, event, instance, occasion, transaction, conversation, or communication, means (a) to state the date and place thereof; (b) to identify the individual participants; (c) to summarize separately for each individual participant what he or she said or did; and (d) to identify each document used or prepared in connection therewith or making any reference thereto.

27. The singular is to be construed as including the plural and vice versa.

28. “Make,” “use,” “offer for sale,” “sell,” and “import” each assume the broadest meaning given those terms under 35 U.S.C. § 154 and 35 U.S.C. § 271(a). As used herein, these terms include, but are not limited to, any making or manufacturing, using, selling, or importing for experimental purposes. As used herein, “make” includes, but is not limited to, the manufacture of parts, components, elements, or other items for assembly or use by third parties.

29. “Prior art” shall mean all things, patents, publications, disclosures, sales, or other acts or occurrences included within the broadest meaning of 35 U.S.C. § 102 (or any subpart thereof) and 35 U.S.C. § 103.

INSTRUCTIONS

1. In answering and responding to these requests, you are requested to furnish all information available to Aces, its attorneys, accountants, investigators, representatives, agents, and any other person acting on Aces’ behalf and not merely such information as is known by your own personal knowledge. If you cannot answer or respond in full after exercising due diligence to

secure the information, answer or respond to the extent possible, specifying the reason or reasons for your inability to answer or respond to the remainder.

2. In answering or responding to these requests, identify each and every person who supplied factual information given in the answer or response to each request.

3. If, because of a claim of privilege or other protection, you do not answer or respond to any request or subpart thereof, or you withhold any document or thing, set forth the privilege or protection claimed, the facts upon which you rely to support the claim of privilege or protection, and furnish a list identifying each document and thing for which the privilege or protection is claimed, together with the following additional information:

a) A brief description of the nature and subject matter of the document or thing, including the title, type of document (i.e., whether it is a letter, memorandum, drawing, etc.) or thing, the number of pages, attachments or appendices to the document, and all serial or identification numbers appearing on the document;

b) The document's date or the thing's date of creation;

c) The identity of the author(s) or creator(s);

d) The identity of the person(s) to whom the document is addressed or to whom the thing has been provided, including all persons who received copies, photographs, or other representations of the document or thing;

e) The identity of the person(s) to whom the document or thing was sent;

f) The identity of the present custodian of the document or thing;

g) The current location of the document or thing;

h) For each withheld document, its number of pages; and

i) The request or subpart to which the document, withheld information, or other thing is otherwise responsive.

4. Any recipient of these requests who objects to any portion or subpart of these requests shall state the objection to such portion or subpart, and shall answer any unobjectionable portion(s) or subpart(s) and/or provide the unobjectionable information requested.

5. These requests are to be considered as continuing, and Aces must provide, by way of supplementary answers, such additional information as you or any other person(s) acting on its behalf may hereafter obtain which will supplement or otherwise modify any answers to these requests.

DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 12: All Documents concerning any challenge, dispute, question, or analysis regarding ownership, inventorship, standing, enforceability, or title to the '475 Patent.

DOCUMENT REQUEST NO. 13: All organizational charts, reporting structures, or Documents and Things sufficient to identify the job titles, responsibilities, and reporting relationships of all persons involved in the Aces Accused Products.

DOCUMENT REQUEST NO. 14: All Documents and Things concerning design alternatives, alternative configurations, alternative architectures, alternative components, revised designs, design tradeoffs, or design proposals considered during the development of the Aces Accused Products.

DOCUMENT REQUEST NO. 15: All Documents and Things identifying the date of first offer for sale, first sale, first commercial release, and first public use of each product identified in response to Request No. 14.

DOCUMENT REQUEST NO. 16: All Documents and Things reflecting patent marking on any product, packaging, label, insert, manual, website, advertisement, or promotional material relating to the '475 Patent on any product prior to 2026.

DOCUMENT REQUEST NO. 17: All Documents and Things that relate or refer to Physical Marking or Virtual Marking with respect to the '475 Patent.

DOCUMENT REQUEST NO. 18: All audits, reviews, investigations, assessments, analyses, studies, or communications concerning your compliance prior to February 11, 2026 with 35 U.S.C. § 287 relative to any product you contend practices the '475 Patent.

DOCUMENT REQUEST NO. 19: All communications with third parties concerning alleged infringement of the '475 Patent.

DOCUMENT REQUEST NO. 20: All Documents supporting Aces' contention that any infringement by Holley of the '475 Patent was willful.

DOCUMENT REQUEST NO. 21: All non-privileged Documents referring or relating to Holley, any Accused Holley Product, or any current or former employee, officer, director, consultant, inventor, contractor or representative of Holley.

DOCUMENT REQUEST NO. 22: All competitive analyses, benchmarking reports, product comparisons, market analyses, "teardown" reports, reverse-engineering reports, or competitive intelligence concerning Holley or any Holley products.

DOCUMENT REQUEST NO. 23: All Documents that relate or refer to the Holley Manual.

DOCUMENT REQUEST NO. 24: All Documents that relate or refer to the Joker Manual, or the creation, design or development of the Joker Manual, including all drafts, versions, and revisions thereof.

DOCUMENT REQUEST NO. 25: Produce all Documents and Things relating to competition and market share involving Holley and Aces in the EFI market from January 1, 2022 to the present.

DOCUMENT REQUEST NO. 26: All Documents and Things concerning the Holley Patents-in-Suit, including without limitation, Aces' awareness, review, evaluation, analysis, consideration, or discussion of the Holley Patents-in-Suit.

DOCUMENT REQUEST NO. 27: All Documents and communications concerning whether any Accused Holley Product or any other product practices, embodies, or potentially infringes the '475 Patent.

DOCUMENT REQUEST NO. 28: All Documents and Things supporting any contention that the '475 Patent is valid and enforceable.

DOCUMENT REQUEST NO. 29: All Documents and Things referring or relating to the profitability, commercial success, and/or current popularity of any product you contend practices the '475 Patent.

DOCUMENT REQUEST NO. 30: All Documents and Things concerning praise, recognition, awards, accolades, endorsements, industry acceptance, reviews, or favorable commentary concerning the '475 Patent or any product you contend practices the '475 Patent.

DOCUMENT REQUEST NO. 31: All Documents and Things concerning any long-felt but unmet need allegedly addressed by the inventions claimed in the '475 Patent.

DOCUMENT REQUEST NO. 32: All Documents and Things concerning alleged failures of others to solve any problem purportedly addressed by the '475 Patent.

DOCUMENT REQUEST NO. 33: All Documents and Things concerning alleged copying of any invention claimed in the '475 Patent.

DOCUMENT REQUEST NO. 34: All Documents and Things concerning the existence or absence of acceptable non-infringing alternatives to the inventions claimed in the '475 Patent.

DOCUMENT REQUEST NO. 35: All Documents and Things supporting any claim for damages in the Lawsuit.

DOCUMENT REQUEST NO. 36: All Documents and Things concerning any *Georgia-Pacific* factor on which Aces intends to rely relative to a claim for damages.

DOCUMENT REQUEST NO. 37: All Documents and Things concerning alleged lost sales, lost customers, lost opportunities, lost market share, price erosion, convoyed sales, or lost profits attributable to products accused of infringing the '475 Patent.

DOCUMENT REQUEST NO. 38: All Documents identifying monthly unit sales, monthly revenue, and monthly gross profit for each Aces product sold in the United States from 2020 through the present.

DOCUMENT REQUEST NO. 39: Produce all profit-and-loss statements, sales reports, revenue reports, profitability reports and financial summaries concerning the Aces products sold in the United States from 2020 through the present.

DOCUMENT REQUEST NO. 40: Produce all distribution agreements, reseller agreements, dealer agreements, channel-partner agreements, and similar agreements relating to the any product Aces contends practices the '475 Patent.

DOCUMENT REQUEST NO. 41: Produce all customer reviews, customer surveys, customer feedback, testimonials, complaint records, and market research concerning any product Aces contends practices the '475 Patent.

DOCUMENT REQUEST NO. 42: Produce all license agreements, covenant-not-to-sue agreements, settlement agreements, term sheets, licensing negotiations, licensing analyses, payments, royalties, fees, compensations, or other financial benefits paid or promised relating to any patents.

DOCUMENT REQUEST NO. 43: Produce all pleadings, expert reports, discovery responses, settlement agreements, judgments, arbitration awards, or administrative

decisions relating to any litigation, arbitration, mediation, or proceeding involving the Holley Patents-in-Suit, the '475 Patent, or any related matters from March 6, 2020 through the present.

DOCUMENT REQUEST NO. 44: All Documents and Things concerning the creation, drafting, development, authorship, editing, revision, or updating of the Joker Manual.

DOCUMENT REQUEST NO. 45: All Documents relating or referring to Aces' document-retention policies, records-management policies, ESI-retention policies, and data-preservation policies in effect from January 1, 2020, through the present.

DOCUMENT REQUEST NO. 46: All Documents that relate or refer to monies or other remuneration provided to Kenneth W. Farrell.

DOCUMENT REQUEST NO. 47: All employment agreements, consulting agreements, confidentiality agreements, invention assignment agreements, non-disclosure agreements, non-competition agreements, separation agreements or any other agreements involving Kenneth Farrell.

DOCUMENT REQUEST NO. 48: All Documents and Things concerning any investigation, analysis, discussion, or assessment relating to Kenneth Farrell or Warren Duff's prior work, inventions, patents, technical knowledge, activities connected to Aces, or involvement with the '475 Patent.

Dated: September 16, 2026

Respectfully submitted,

/s/ Marc Lorelli
Marc Lorelli (*Pro Hac Vice*)
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CERTIFICATE OF SERVICE

I certify that I served:

**HOLLEY PERFORMANCE PRODUCTS INC.'S SECOND REQUESTS FOR
DOCUMENTS TO ACES FUEL INJECTION INC. (NOS. 12-48)**

on September 16, 2026 by:

X via email: jjackson@chamblisslaw.com; slodico@chamblisslaw.com;
Pnewman@chamblisslaw.com

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/s/ Nicole L. Solomon