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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA, NORTHERN DIVISION**

11 CHAMPION POWER EQUIPMENT INC., :
12 :
13 Plaintiff, : Case No. 3:25-cv-00239
14 :
15 v. :
16 :
17 WESTINGHOUSE ELECTRIC CORP., *et al.*, : Judge Anne R. Traum
18 :
19 Defendants. :

20 **DEFENDANTS' STIPULATION REGARDING INVALIDITY GROUNDS**
21 **FOR U.S. PATENT NO. 10,393,034**

22 WHEREAS, Plaintiff Champion Power Equipment, Inc. ("Champion") has asserted U.S.
23 Patent No. 10,393,034 ("the '034 patent") against Defendants Westinghouse Electric Corporation,
24 Westinghouse Electric and Manufacturing Company, LLC, Midwest Equipment Sales, LLC, and
25 MWE Investments, LLC (collectively, "Defendants");

26 WHEREAS, Defendant MWE Investments, LLC ("MWE") has filed a petition for inter
27 partes review ("IPR") challenging certain claims of the '034 patent, IPR2025-00805.

28 Defendants hereby stipulate, broader than the stipulation made by the Petitioner in *Sotera*
Wireless, Inc. v. Masimo Corp., that if the Patent Trial and Appeal Board ("PTAB") institutes an
IPR (and does not subsequently vacate institution) in response to MWE's petition against
Champion's '034 patent in IPR2025-00805, Defendants will not pursue in this litigation invalidity
of the claims challenged in that IPR petition based on: (i) the specific grounds raised in IPR2025-
00805, (ii) any other grounds that could have reasonably been raised before the PTAB in that
instituted proceeding (i.e., any ground that could have reasonably been raised under 35 U.S.C. §§
102 or 103 on the basis of prior art patents or printed publications), or (iii) any ground based on

1 system prior art (either alone or in combination with other references) that directly corresponds to a
2 printed publication reference asserted as part of a ground raised in IPR2025-00805 (e.g., the DF-
3 972 engine, which directly corresponds to the DF-972 workshop manual).

4 To be clear, this stipulation does not cover other system prior art. For example, because a
5 manual for the Kubota DF-972 engine is relied upon as part of a ground in IPR2025-00805, the DF-
6 972 engine is covered by this stipulation. However, other systems/engines are not covered, even if
7 similar to the DF-972 engine.

8 Defendants Westinghouse Electric Corp., Westinghouse Electric and Manufacturing
9 Company, LLC, Midwest Equipment Sales, LLC, and MWE Investments, LLC make this
10 stipulation subject to, and without intent to waive, their limited appearance in this matter for the
11 purposes of challenging personal jurisdiction and venue.

12 Respectfully submitted,

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