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July 7, 2020

Powermate LLC  
S45 W29290 Hwy 59  
Waukesha, WI 53189

RE: Cease and Desist Infringement

To Whom It May Concern:

I write on behalf of Champion Power Equipment, Inc. ("Champion"). Champion is a leader in power generation equipment, and one of the many advancements in which Champion has dedicated extensive research and development efforts is the dual fuel technology that allows for fast switching between gasoline and liquid propane gas to fuel portable power generators. Champion has taken extensive steps to protect its investment in these dual fuel generators, including securing patent rights. Various aspects of the Champion dual fuel technology are the subject of several patents and corresponding rights of exclusivity both in the U.S. and internationally. One such utility patent that appears to have particular relevance here is U.S. Pat. No. 10,598,101 entitled "Dual Fuel Selector Switch," ("the '101 Patent") enclosed herein.

It has come to Champion's attention that Powermate LLC ("Powermate") is making, selling, and offering to sell numerous products that infringe on one or more of Champion's patents. Specifically, at the very least, Powermate is selling infringing products identified on Powermate's website as DF3500E<sup>1</sup> and DF7500E<sup>2</sup> (the "Infringing Generators").

As a representative exemplar of Powermate's Infringing Generators, model number DF3500 is covered by at least independent Claims 1, 17 and/or 18 of the '101 Patent. Each of the Infringing Generators has a fuel selector for use with a dual fuel generator per Claim 1, has a fuel selector of a dual fuel generator per Claim 17, and has a fuel selector for use with a dual fuel generator per Claim 18. The enclosed claim chart shows each of the features recited in these claims as corresponding to the DF3500 Generator. To the extent there are other generators sold by Powermate that are covered by one or more claims of the '101 Patent, such generators are also deemed to be an Infringing Generator.

<sup>1</sup> [http://www.powermate.com/generators/product\\_detail.php?model=NEW! DF3500 \(49ST/CSA\) - 6957](http://www.powermate.com/generators/product_detail.php?model=NEW! DF3500 (49ST/CSA) - 6957)

<sup>2</sup> [http://www.powermate.com/generators/product\\_detail.php?model=NEW! DF7500E \(49ST/CSA\) - 6958](http://www.powermate.com/generators/product_detail.php?model=NEW! DF7500E (49ST/CSA) - 6958)

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Accordingly, Champion demands that you:

1. Immediately cease and desist from manufacturing, using, marketing, selling, offering for sale, and importing any and all Infringing Generators;
2. Isolate all inventory of the identified products and any others likely to be accused of infringement based on the attached claim chart. Describe how Powermate proposes to dispose of that inventory in a non-infringing manner and the number of units involved;
3. Identify the quantity of the identified products sold or shipped or imported after receipt of this letter so the parties can amicably resolve the damages issues; and
4. If Powermate believes any of the identified generators are not infringing, please explain why so we can attempt to resolve our differences amicably.

Additionally, you are hereby given notice not to destroy, conceal, or otherwise alter any documents, tangible items, and electronically stored information that will be relevant to Powermate's infringement of Champion's patent rights, and you must therefore make every reasonable effort to preserve all such items.

We expect your response by **July 31, 2020**. This letter is not intended to state all of the facts in the matter and Champion does not expressly or impliedly hereby waive or relinquish any of its current rights, all such rights being hereby expressly reserved.

Very truly yours,

STETINA BRUNDA GARRED & BRUCKER

Sam Sumitani

cc: Champion Power Equipment