

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

CHAMPION POWER EQUIPMENT, INC.

Plaintiff,

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

v.

JURY TRIAL DEMANDED

GENERAC POWER SYSTEMS, INC.

Defendant.

**PLAINTIFF’S ANSWER TO DEFENDANT GENERAC POWER SYSTEMS, INC.’S
AMENDED COUNTERCLAIM**

Plaintiff Champion Power Equipment, Inc. (“Champion” or “Plaintiff”), by and through its undersigned attorneys, hereby responds to the amended counterclaims of Defendant Generac Power Systems, Inc. (“Generac” or “Defendant”) (“the Amended Counterclaims”) as follows

Each numbered paragraph below responds to the same numbered paragraph in the Counterclaims. Plaintiff also incorporates the headings in Generac’s Amended Counterclaims for ease of reference, but denies any factual allegations contained within the headings. Any allegation Plaintiff does not expressly admit is denied.

INTRODUCTION

1. Champion denies that it intentionally withheld material prior art during the prosecution of its patents with the intent to deceive the PTO. Champion admits that it has alleged claims of patent infringement against Generac in this action. Champion further admits that Generac seeks the relief requested in Paragraph 1. Champion denies that Generac is entitled to the relief requested in Paragraph 1. Champion further denies every other claim contained in Paragraph 1.

THE PARTIES

2. Champion admits the allegations contained in Paragraph 2.

3. Champion admits the allegations contained in Paragraph 3.

JURISDICTION AND VENUE

4. Champion admits the allegations contained in Paragraph 4.

5. Champion admits the allegations contained in Paragraph 5. Champion denies that Generac is entitled to the asserted relief in Paragraph 5.

6. To the extent Paragraph 6 contains legal conclusions, no response is required. To the extent a response is required, Champion admits that 28 U.S.C. §§ 1331 and 1338(a) are alleged as bases for jurisdiction. Champion denies any remaining allegations of Paragraph 6.

7. To the extent Paragraph 7 contains legal conclusions, no response is required. To the extent a response is required, Champion admits this Court has personal jurisdiction over this action.

8. To the extent Paragraph 8 contains legal conclusions, no response is required. To the extent a response is required, Champion admits that venue is proper in the United States District Court, Eastern District of Wisconsin. Champion admits it has a regular and established place of business at W245N5551 S. Corporate Circle, Sussex, WI 53089. Champion denies the remaining allegations contained in Paragraph 8.

FACTUAL BACKGROUND

9. Champion admits that Generac produces energy technology products used for residential, commercial, and industrial applications in the United States and around the world. Champion admits that Generac makes and sells power generation, power storage, and power

supply products and systems. Champion denies the remaining allegations contained in Paragraph 9.

10. Champion admits that the '101 Patent, '667 Patent, and '896 Patent are part of the same patent family and claim priority to U.S. Patent No. 9,435,273, which Champion has not asserted against Generac. Champion admits that the '780 Patent, '398 Patent, '120 Patent, '145 Patent, '985 Patent, '654 Patent, '970 Patent, and '895 Patent are part of the same patent family and claim priority to the '780 Patent. Champion denies the remaining allegations contained in Paragraph 10.

11. Champion admits that EX 1 appears, on its face, to be a copy of the '596 patent. Champion admits that EX 2 appears, on its face, to be a copy of the '540 patent. Champion lacks knowledge or information sufficient to form a belief as to the ownership of the '596 and '540 patents but admits that the '596 and '540 patents, on their faces, purport to identify Generac as the assignee. Champion denies that the '596 and '540 patents claim a patentable invention and denies that the '596 and '540 patents are valid and enforceable. Champion denies any remaining allegations of Paragraph 11.

12. Champion admits that it is a member of the Portable Generator Manufacturer's Association (PGMA) and that Champion personnel have served on the Board of Directors and the Technical Committee of PGMA.

13. Champion admits that PGMA members release Patent Statement and Licensing Declaration Forms and that Champion has released such forms. Champion denies the remaining allegations of Paragraph 13.

14. Champion lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 14 and therefore denies the same. Champion further denies that the

allegations pled in Paragraph 14 constitute notice of the '596 patent to Champion.

Champion Infringes the Generac Asserted Patents

15. Champion denies that the '596 and '540 patents claim a patentable invention and denies that the '596 and '540 patents are valid and enforceable. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 15 and therefore denies the same.

16. Champion admits the allegations of Paragraph 16.

17. Champion admits the allegations of Paragraph 17.

18. Champion admits the allegations of Paragraph 18.

19. Champion admits that it makes, uses, imports, offers for sale, and/or sells the 9200W Electric Start Dual Fuel Generator with CO Shield and 3650W Wireless Start Generator with CO Shield products in the United States. Champion denies that it makes, uses, imports, offers for sale, and/or sells the 3650W Dual Fuel Generator with CO Shield product in the United States.

20. Champion denies the allegations contained in Paragraph 20.

The Champion CO Shield Generators infringe at least Claim 1 of the '596 Patent

21. To the extent Paragraph 21 contains legal conclusions, no response is required. To the extent a response is required, Champion admits that an issuance date of February 18, 2020 and the title of "CARBON MONOXIDE DETECTING SYSTEM FOR INTERNAL COMBUSTION ENGINE-BASED MACHINES" are shown on the face of the '596 patent. Champion also admits that the '596 patent, on its face, purports to identify Generac as the assignee. Champion denies that the '596 patent claims a patentable invention and denies that the '596 patent is valid and enforceable. Champion lacks knowledge or information sufficient to form a belief as to the

ownership of the '596 patent and therefore denies the same. Champion denies any remaining allegations of Paragraph 21.

22. Champion denies the allegations contained in Paragraph 22.

23. Champion denies the allegations contained in Paragraph 23.

24. Champion denies the allegations contained in Paragraph 24.

25. Champion denies having knowledge of the content of the '596 patent or its specific patent number through Champion's participation in the PGMA. Champion admits the remaining allegations contained in Paragraph 25.

26. Champion denies the allegations contained in Paragraph 26.

The Champion CO Shield Generators infringe at least Claim 19 of the '540 Patent

27. To the extent Paragraph 27 contains legal conclusions, no response is required. To the extent a response is required, Champion admits that the title of "CARBON MONOXIDE DETECTING SYSTEM FOR INTERNAL COMBUSTION ENGINE-BASED MACHINES" is shown on the face of the '540 patent. Champion also admits that the '540 patent, on its face, purports to identify Generac as the assignee. Champion denies that the '540 patent issued on December 9, 2019, denies that the '540 patent claims a patentable invention, and denies that the '540 patent is valid and enforceable. Champion lacks knowledge or information sufficient to form a belief as to the ownership of the '540 patent and therefore denies the same. Champion denies any remaining allegations of Paragraph 27.

28. Champion denies the allegations contained in Paragraph 28.

29. Champion denies the allegations contained in Paragraph 29.

30. Champion denies the allegations contained in Paragraph 30.

31. Champion denies having knowledge of the content of the '540 patent or its specific patent number through Champion's participation in the PGMA. Champion admits the remaining allegations contained in Paragraph 31.

32. Champion denies the allegations contained in Paragraph 32.

Generac Does Not Infringe the Champion 2013 Patent Family

33. Champion denies the allegations contained in Paragraph 33.

34. Champion admits that each patent in the 2013 Patent Family is titled "Dual Fuel Selector Switch." Champion admits that a dual fuel generator is a generator that can be powered by at least two different fuels. Champion denies that each patent in the 2013 Patent Family has a shared specification for at least the reason that they have different claims. Champion admits that the Background of the Invention section of the Specification of each patent in the 2013 Patent Family states the following:

Typical dual fuel generators utilize separate valves for each fuel type, such as an LPG valve and a gasoline valve, to control flow of the respective fuels to the engine. While the existence of two separate valves allows one fuel type to have its valve "on" while the other has its valve "off," there is nothing to prevent both valves from being "on" at the same time. As such, it is possible for both valves to be in the "on" position, which can lead to a potentially unsafe condition resulting from the mixture of the fuels.

35. Champion denies the allegations contained in Paragraph 35.

36. Champion denies the allegations contained in Paragraph 36.

37. Champion admits each patent in the 2013 Patent Family discloses that the valve assembly can include, but is not limited to, two valves and corresponding valve handles (shown in blue) that control the actuation of the valves in one embodiment of the invention.

38. Champion admits that each patent in the 2013 Patent Family discloses a selector switch as shown in yellow in one embodiment of the invention. Champion denies the remaining allegations contained in Paragraph 38.

39. Champion admits it filed an Appeal Brief for the '101 Patent including the excerpt. Champion denies the remaining allegations contained in Paragraph 39.

40. Champion admits it filed an Appeal Brief for the '101 Patent including the excerpt in Paragraph 40.

41. Champion denies the allegations contained in Paragraph 41.

42. Champion denies the allegations contained in Paragraph 42.

43. Champion denies the allegations contained in Paragraph 43.

44. Champion denies the allegations contained in Paragraph 44.

45. Champion admits the item circled in green in the image in Paragraph 45 is a device that operates to make electrical or mechanical connections to regulate the operation of the generator having a selector switch and handle such as a dial. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 45.

46. Champion admits the item circled in green in the image in Paragraph 46 is a device that operates to make electrical or mechanical connections to regulate the operation of the generator having a selector switch and handle such as a dial. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 46.

47. Champion admits the item circled in green in the image in Paragraph 47 is a device that operates to make electrical or mechanical connections to regulate the operation of the

generator having a selector switch and handle such as a dial. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 47.

48. Champion admits the item circled in green in the image in Paragraph 48 is a device that operates to make electrical or mechanical connections to regulate the operation of the generator having a selector switch and handle such as a dial. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 48.

49. Champion admits the item circled in green in the image in Paragraph 49 is a device that operates to make electrical or mechanical connections to regulate the operation of the generator having a selector switch and handle such as a dial. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49.

50. Champion denies the allegations contained in Paragraph 50.

51. Champion denies the allegations contained in Paragraph 51.

52. Champion denies the allegations contained in Paragraph 52.

The Patents of the Champion 2013 Patent Family are Invalid

53. Champion denies the allegations contained in Paragraph 53.

54. The allegations contained in Paragraph 54 call for a legal conclusion to which no response is required. To the extent a response is necessary, Champion admits Hallberg was filed and published before the 2013 Patent Family. Champion denies the remaining allegations contained in Paragraph 54.

55. Champion admits Hallberg is titled “Dual Fuel System” and discloses a dual fuel system for use with internal combustion engines and includes fuel valves that are manually actuated.

56. Champion denies the allegations contained in Paragraph 56.

57. Champion denies the allegations contained in Paragraph 57.

58. Champion denies the allegations contained in Paragraph 58.

59. Champion denies the allegations contained in Paragraph 59.

60. Champion denies the allegations contained in Paragraph 60.

Generac Does Not Infringe the Champion 2015 Patent Family

61. Champion denies the allegations contained in Paragraph 61.

62. Champion admits claim 1 of the '780 Patent requires “a mechanical fuel valve actuateable ... 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.” Champion denies that the Generac Accused Generators lack any elements of claim 1 of the '780 Patent.

63. Champion denies the allegations contained in Paragraph 63.

64. Champion admits it has pleadings that state that the Generac Accused Generators contain “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.”

65. Champion denies the allegations contained in Paragraph 65.

66. Champion admits that claim 1 of the '780 Patent calls for a “fuel lockout apparatus . . . configured to: prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position.” Champion further admits that FIGS. 2 and 3 of the

'780 Patent illustrate a fuel handle 56 coupled to a fuel lockout apparatus 58, which blocks access to a fuel inlet 59 for LPG and prevents connection of an LPG supply line to fuel inlet 59 while gasoline is flowing from the gasoline tank 32 to the engine in one embodiment of the invention. Champion denies the remaining allegations contained in Paragraph 66.

67. Champion denies the allegations contained in Paragraph 67.

68. Champion admits claim 16 of the '985 Patent calls for “a fuel regulator system located off board the dual fuel generator comprising a primary pressure regulator... to regulate the fuel to a first reduced pressure; and a secondary pressure regulator... to regulate the gaseous fuel... to a second reduced pressure ...wherein the fuel regulator system outputs gaseous fuel to the dual fuel generator for operation thereof at the second reduced pressure.”

69. Champion admits claim 12 requires “a fuel regulator system comprising: ... a primary pressure regulator ... to regulate fuel supplied from the pressured fuel source to a reduced pressure, and a secondary pressure regulator ... to regulate fuel supplied from the primary pressure regulator to a desired pressure for delivery through the gaseous fuel line to operate the engine.”

70. Champion denies the allegations contained in Paragraph 70.

71. Champion admits claim 43 of the '398 Patent requires “a fuel shutoff ... wherein the fuel shutoff actuates free from linear motion.” Claim 11 of the '145 Patent requires “a manually actuated fuel shutoff ... comprising: ... a second end external to the carburetor to actuate the first end.”

72. Champion denies the allegations contained in Paragraph 72.

73. Champion denies the allegations contained in Paragraph 73.

The Patents of the Champion 2015 Patent Family are Invalid

74. Champion denies the allegations contained in Paragraph 74.

75. Champion admits it made a press release dated May 2, 2014, announcing a new line of dual fuel generators. Champion lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75.

76. Champion denies the allegations contained in Paragraph 76.

77. Champion denies the allegations contained in Paragraph 77.

78. The allegations contained in Paragraph 78 call for a legal conclusion to which no response is required. To the extent a response is necessary, Champion admits the manual for generator model 100153 was cited in an Information Disclosure Statement during prosecution of the '780 Patent. Champion denies the remaining allegations contained in Paragraph 78.

79. The allegations contained in Paragraph 79 call for a legal conclusion to which no response is required. To the extent a response is necessary, Champion denies the remaining allegations contained in Paragraph 79.

80. Champion admits the '273 Patent is the parent of the 2013 Patent Family and it was also filed on November 1, 2013, which is more than one year before the earliest priority date for the 2015 Patent Family.

81. The allegations contained in Paragraph 81 call for a legal conclusion to which no response is required. To the extent a response is necessary, Champion denies the remaining allegations contained in Paragraph 81.

82. Champion admits that generator model 100153 is a commercial embodiment of the 2013 Patent Family. Champion denies the remaining allegations contained in Paragraph 82.

83. Champion denies the allegations contained in Paragraph 83.

84. Champion denies the allegations contained in Paragraph 84.

85. Champion denies the allegations contained in Paragraph 85.

86. Champion denies the allegations contained in Paragraph 86.
87. Champion denies the allegations contained in Paragraph 87.
88. Champion denies the allegations contained in Paragraph 88.
89. Champion denies the allegations contained in Paragraph 89.
90. Champion denies the allegations contained in Paragraph 90.
91. Champion denies the allegations contained in Paragraph 91.
92. Champion denies the allegations contained in Paragraph 92.
93. Champion denies the allegations contained in Paragraph 93.

Champion's Inequitable Conduct

94. Champion denies the allegations contained in Paragraph 94.
95. Champion admits that Mark J. Sarder, Aleko D. Sotiriades, James. J. Dehn, Leigh Jenison, Kendall J. Collie, and Hiroaki Sata are all listed inventors in at least some of the 2015 Patent family. Champion also admits Mark J. Sarder, Aleko D. Sotiriades, James. J. Dehn, and Leigh Jenison are listed as named inventors for each patent in the 2015 Patent Family.

96. Champion admits Sarder was Champion's Vice President of Engineering at least from 2015 to 2019.

97. Champion admits Dehn was "Product Engineer, Chief of Testing and Development" at least from 2015 to 2019.

98. The allegations contained in Paragraph 98 call for a legal conclusion to which no response is required. To the extent a response is required, Champion admits the Named Inventors had a duty to disclose to the PTO all information known to the Named Inventors to be material to the patentability of the 2015 Patent Family during prosecution thereof.

99. Champion admits that Timothy Ziolkowski, Jacob Fritz, Kevin R. Rosin, Stephanie

Laundre, and Andrew C. Stark signed submissions to the PTO in connection with the 2015 Patent Family or were otherwise involved in the procurement of at least one patent in the 2015 Patent Family. Champion denies the remaining allegations of Paragraph 99.

100. The allegations contained in Paragraph 100 call for a legal conclusion to which no response is required. To the extent a response is required, Champion admits the attorneys who prosecuted the 2015 Patent Family had a duty to disclose to the PTO all information known to the Named Inventors to be material to the patentability of the 2015 Patent Family during prosecution thereof.

101. Champion admits that Dennis M. Trine is Champion's Chief Executive Office and Secretary, Lei Zhao is Champion's President, and Jiehui Ma is Champion's Chief Financial Officer. Champion admits that Dennis M. Trine and Lei Zhao are owners of Champion. Champion denies that Jiehui Ma is an owner of Champion.

102. Champion admits that Lei Zhao and Dennis M. Trine are Champion's Directors.

103. Champion admits that Jiehui Ma is Champion's Treasurer.

104. The allegations contained in Paragraph 104 seek to elicit conversations between Champion and its counsel. Champion will not admit or deny any allegations contained in Paragraph 104 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion denies any remaining allegations contained in Paragraph 104.

105. The allegations contained in Paragraph 105 call for a legal conclusion to which no response is required. To the extent a response is required, Champion lacks knowledge or information sufficient to form a belief as to whether Dennis M. Trine, Lei Zhao, and Jiehui Ma

owed a duty to disclose any prior art relevant to the 2015 Patent Family to the PTO and therefore denies the same.

106. Champion denies the allegations contained in Paragraph 106.

107. Champion denies the allegations contained in Paragraph 107.

108. Champion denies the allegations contained in Paragraph 108.

109. The allegations contained in Paragraph 109 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 109 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion denies any remaining allegations contained in Paragraph 109.

110. Champion admits that it ordered an RD9000E unit from Home Depot on August 31, 2015, which it received on September 16, 2015 (the "September 2015 RD9000E generator").

111. Champion admits a manual was included with the September 2015 RD9000E generator.

112. Champion admits that it ordered an RD9000E generator from Home Depot on August 31, 2015, which it received on September 16, 2015. Champion admits that one or more Champion employees analyzed and disassembled the September 2015 RD9000E generator after September 16, 2015.

113. Champion admits that one or more Champion employees analyzed and disassembled the September 2015 RD9000E generator. Champion admits that the following Named Inventors participated in Champion's analysis of the September 2015 RD9000E generator: Mark Sarder, James Dehn, Leigh Jenison, and Hiro Sato. Champion denies the remaining allegations of Paragraph 113.

114. The allegations contained in Paragraph 114 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 114 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion admits that one or more Champion employees analyzed and disassembled the September 2015 RD9000E generator. Champion denies the remaining allegations of Paragraph 114.

115. The allegations contained in Paragraph 115 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 115 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. To the extent a response is necessary, Champion denies the allegations of Paragraph 115.

116. Champion admits its counsel, Sam Sumitani, sent a cease and desist letter alleging infringement of one or more of the patents in the 2015 Patent Family on or around September 9, 2019.

117. Champion admits that Firman sent counsel for Champion a letter on October 8, 2019 wherein Firman alleged, without any proof, that an older Firman model, the RD9000E, allegedly had certain features associated with the Champion Patents. Champion denies the remaining allegations contained in Paragraph 117.

118. Champion admits it requested documentary proof from Firman that Firman's RD9000E generator was used and/or sold prior to the '034 Patent's priority date.

119. Champion admits that Firman invited Champion to inspect a generator marked as

an RD9000E generator. Champion further admits that Firman provided Champion with a one-page redacted document purportedly being a Firman business record. Champion denies the remaining allegations contained in Paragraph 119.

120. Champion admits that on November 20, 2019, Atty. Sumitani and Mr. Jim Miotto traveled to Seattle, Washington with the intent to examine the RD9000E generator, but deny that any actual “inspection” took place; Firman permitted the Champion representatives to only view the external structure of a generator purportedly marked as the RD9000E generator. Firman denied the Champion representatives the opportunity to “inspect” any of the internal components of the presented generator, including denying the Champion representatives the opportunity to take off the front panel and disassemble the fuel switching mechanism to properly inspect its function. Champion denies the remaining allegations contained in Paragraph 120.

121. Champion admits Firman permitted the Champion representatives to only view the external structure of a generator purportedly marked as the RD9000E generator. Firman denied the Champion representatives the opportunity to “inspect” any of the internal components of the presented generator, including denying the Champion representatives the opportunity to take off the front panel and disassemble the fuel switching mechanism to properly inspect its function. Champion denies the remaining allegations contained in Paragraph 121.

122. Champion will not admit or deny any allegations regarding what its counsel knew, did not know, observed, confirmed, or did not confirm on the grounds that it calls for the disclosure of privileged communications and mental impressions. Champion denies the remaining allegations contained in Paragraph 122.

123. Champion denies the allegations made in Paragraph 123.

124. The allegations contained in Paragraph 124 seek to elicit conversations between

Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 124 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion admits that, in 2019, Dennis M. Trine received copies of the September 9, 2019, October 8, 2019, October 10, 2019, and October 18, 2019 correspondence between Champion and Firman. Champion denies any remaining allegations contained in Paragraph 124.

125. The allegations contained in Paragraph 125 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 125 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion denies any remaining allegations contained in Paragraph 125.

126. The allegations contained in Paragraph 126 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 126 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion denies any remaining allegations contained in Paragraph 126.

127. Champion admits its counsel, Sam Sumitani, sent a cease and desist letter alleging that Generac Accused Generators DF3500E and DF7500E infringe the '101 Patent of the 2013 Patent Family of one or more of the patents in the 2015 Patent Family on July 7, 2020.

128. Champion denies the allegations contained in Paragraph 128.

129. Champion admits that, in 2024, its counsel, Timothy Ziolkowski, sent a demand letter to Generac asserting that the Generac Accused Generators infringe the 2015 Patent Family.

130. Champion denies the allegations contained in Paragraph 130.

131. The allegations contained in Paragraph 131 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 131 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 131 call for a legal conclusion to which no response is necessary. Champion denies any remaining allegations contained in Paragraph 131.

132. Champion denies the allegations contained in Paragraph 132.

133. The allegations contained in Paragraph 133 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 133 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 133 call for a legal conclusion to which no response is necessary. Champion denies any remaining allegations contained in Paragraph 133.

134. The allegations contained in Paragraph 134 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 134 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 134 call for a legal conclusion to which no response is necessary. Champion admits that it continued to prosecute patents in the 2015

Patent Family after analyzing and disassembling the September 2015 RD9000E in 2015. Champion denies any remaining allegations contained in Paragraph 134.

135. The allegations contained in Paragraph 135 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 135 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 135 call for a legal conclusion to which no response is necessary. Also, Champion admits that, on November 20, 2019, Atty. Sumitani and Mr. Jim Miotto traveled to Seattle, Washington with the intent to examine an alleged RD9000E generator, but deny that any actual "inspection" took place; Firman permitted the Champion representatives to only view the external structure of a generator purportedly marked as the RD9000E generator. Firman denied the Champion representatives the opportunity to "inspect" any of the internal components of the presented generator, including denying the Champion representatives the opportunity to take off the front panel and disassemble the fuel switching mechanism to properly inspect its function. Champion denies any remaining allegations contained in Paragraph 135.

136. The allegations contained in Paragraph 136 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 136 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Champion admits that, on November 20, 2019, Atty. Sumitani and Mr. Jim Miotto traveled to Seattle, Washington with the intent to examine an RD9000E generator, but deny that any actual "inspection" took place; Firman permitted the Champion representatives to only

view the external structure of a generator purportedly marked as the RD9000E generator. Firman denied the Champion representatives the opportunity to “inspect” any of the internal components of the presented generator, including denying the Champion representatives the opportunity to take off the front panel and disassemble the fuel switching mechanism to properly inspect its function. Champion admits that it continued to prosecute patents in the 2015 Patent Family after November 20, 2019. Champion denies any remaining allegations contained in Paragraph 136.

137. Champion denies the allegations contained in Paragraph 137.

138. Champion denies the allegations contained in Paragraph 138.

139. Champion denies the allegations contained in Paragraph 139.

140. Champion denies the allegations contained in Paragraph 140.

141. Champion denies the allegations contained in Paragraph 141.

142. Champion denies the allegations contained in Paragraph 142.

143. Champion denies the allegations contained in Paragraph 143.

144. Champion denies the allegations contained in Paragraph 144.

145. Champion denies the allegations contained in Paragraph 145.

146. Champion denies the allegations contained in Paragraph 146.

147. The allegations contained in Paragraph 147 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels’ representation. Champion will not admit or deny any allegations contained in Paragraph 147 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 147 call for a legal conclusion to which no response is necessary. To the extent a response is necessary, Champion denies any remaining allegations contained in Paragraph 147.

148. The allegations contained in Paragraph 148 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 148 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 148 call for a legal conclusion to which no response is necessary. To the extent a response is necessary, Champion denies the allegations made in Paragraph 148.

FIRST CAUSE OF ACTION
Champion's Infringement of U.S. Patent No. 10,563,596

149. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

150. To the extent Paragraph 150 contains legal conclusions, no response is required. To the extent a response is required, the '596 patent, on its face, purports to identify Generac as the assignee. Champion denies any remaining allegations of Paragraph 150.

151. Champion admits it sells the 9200W Electric Start Dual Fuel Generator with CO Shield and 3650W Wireless Start Generator with CO Shield products in the United States. Champion denies that it sells the 3650W Dual Fuel Generator with CO Shield product in the United States.

152. Champion denies the allegations contained in Paragraph 152.

153. Champion denies the allegations contained in Paragraph 153.

154. Champion denies the allegations contained in Paragraph 154.

SECOND CAUSE OF ACTION
Champion's Infringement of U.S. Patent No. 11,248,540

155. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

156. To the extent Paragraph 156 contains legal conclusions, no response is required. To the extent a response is required, the '540 patent, on its face, purports to identify Generac as the assignee. Champion denies any remaining allegations of Paragraph 156.

157. Champion admits it sells the 9200W Electric Start Dual Fuel Generator with CO Shield and 3650W Wireless Start Generator with CO Shield products in the United States. Champion denies that it sells the 3650W Dual Fuel Generator with CO Shield product in the United States.

158. Champion denies the allegations contained in Paragraph 158.

159. Champion denies the allegations contained in Paragraph 159.

160. Champion denies the allegations contained in Paragraph 160.

THIRD CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '101 Patent

161. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

162. Champion admits the allegations contained in Paragraph 162.

163. Champion denies the allegations contained in Paragraph 163.

164. Champion denies the allegations contained in Paragraph 164.

165. Champion denies the allegations contained in Paragraph 165.

FOURTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '667 Patent

166. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

167. Champion admits the allegations contained in Paragraph 167.

168. Champion denies the allegations contained in Paragraph 168.

169. Champion denies the allegations contained in Paragraph 169.

170. Champion denies the allegations contained in Paragraph 170.

FIFTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '896 Patent

171. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

172. Champion admits the allegations contained in Paragraph 172.

173. Champion denies the allegations contained in Paragraph 173.

174. Champion denies the allegations contained in Paragraph 174.

175. Champion denies the allegations contained in Paragraph 175.

SIXTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '780 Patent

176. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

177. Champion admits the allegations contained in Paragraph 177.

178. Champion denies the allegations contained in Paragraph 178.

179. Champion denies the allegations contained in Paragraph 179.

180. Champion denies the allegations contained in Paragraph 180.

SEVENTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '398 Patent

181. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

182. Champion admits the allegations contained in Paragraph 182.

183. Champion denies the allegations contained in Paragraph 183.

184. Champion denies the allegations contained in Paragraph 184.

185. Champion denies the allegations contained in Paragraph 185.

EIGHTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '120 Patent

186. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

187. Champion admits the allegations contained in Paragraph 187.

188. Champion denies the allegations contained in Paragraph 188.

189. Champion denies the allegations contained in Paragraph 189.

190. Champion denies the allegations contained in Paragraph 190.

NINTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '145 Patent

191. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

192. Champion admits the allegations contained in Paragraph 192.

193. Champion denies the allegations contained in Paragraph 193.

194. Champion denies the allegations contained in Paragraph 194.

195. Champion denies the allegations contained in Paragraph 195.

TENTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '985 Patent

196. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

197. Champion admits the allegations contained in Paragraph 197.

198. Champion denies the allegations contained in Paragraph 198.

199. Champion denies the allegations contained in Paragraph 199.

200. Champion denies the allegations contained in Paragraph 200.

ELEVENTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '654 Patent

201. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

202. Champion admits the allegations contained in Paragraph 202.

203. Champion denies the allegations contained in Paragraph 203.

204. Champion denies the allegations contained in Paragraph 204.

205. Champion denies the allegations contained in Paragraph 205.

TWELFTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '970 Patent

206. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

207. Champion admits the allegations contained in Paragraph 207.

208. Champion denies the allegations contained in Paragraph 208.

209. Champion denies the allegations contained in Paragraph 209.

210. Champion denies the allegations contained in Paragraph 210.

THIRTEENTH CAUSE OF ACTION
Declaratory Judgment of Non-infringement of the '895 Patent

211. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

212. Champion admits the allegations contained in Paragraph 212.

213. Champion denies the allegations contained in Paragraph 213.

214. Champion denies the allegations contained in Paragraph 214.

215. Champion denies the allegations contained in Paragraph 215.

FOURTEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '101 Patent

216. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

217. Champion admits the allegations contained in Paragraph 217.

218. Champion denies the allegations contained in Paragraph 218.

219. Champion denies the allegations contained in Paragraph 219.

220. Champion denies the allegations contained in Paragraph 220.

FIFTEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '667 Patent

221. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

222. Champion admits the allegations contained in Paragraph 222.

223. Champion denies the allegations contained in Paragraph 223.

224. Champion denies the allegations contained in Paragraph 224.

225. Champion denies the allegations contained in Paragraph 225.

SIXTEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '896 Patent

226. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

227. Champion admits the allegations contained in Paragraph 227.

228. Champion denies the allegations contained in Paragraph 228.

229. Champion denies the allegations contained in Paragraph 229.

230. Champion denies the allegations contained in Paragraph 230.

SEVENTEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '780 Patent

231. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

232. Champion admits the allegations contained in Paragraph 232.

233. Champion denies the allegations contained in Paragraph 233.

234. Champion denies the allegations contained in Paragraph 234.

235. Champion denies the allegations contained in Paragraph 235.

EIGHTEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '398 Patent

236. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

237. Champion admits the allegations contained in Paragraph 237.

238. Champion denies the allegations contained in Paragraph 238.

239. Champion denies the allegations contained in Paragraph 239.

240. Champion denies the allegations contained in Paragraph 240.

NINETEENTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '120 Patent

241. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

242. Champion admits the allegations contained in Paragraph 242.

243. Champion denies the allegations contained in Paragraph 243.

244. Champion denies the allegations contained in Paragraph 244.

245. Champion denies the allegations contained in Paragraph 245.

TWENTIETH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '145 Patent

246. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

247. Champion admits the allegations contained in Paragraph 247.

248. Champion denies the allegations contained in Paragraph 248.

249. Champion denies the allegations contained in Paragraph 249.

250. Champion denies the allegations contained in Paragraph 250.

TWENTY FIRST CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '985 Patent

251. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

252. Champion admits the allegations contained in Paragraph 252.

253. Champion denies the allegations contained in Paragraph 253.

254. Champion denies the allegations contained in Paragraph 254.

255. Champion denies the allegations contained in Paragraph 255.

TWENTY SECOND CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '654 Patent

256. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

257. Champion admits the allegations contained in Paragraph 257.

258. Champion denies the allegations contained in Paragraph 258.

259. Champion denies the allegations contained in Paragraph 259.

260. Champion denies the allegations contained in Paragraph 260.

TWENTY THIRD CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '970 Patent

261. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

262. Champion admits the allegations contained in Paragraph 261.

263. Champion denies the allegations contained in Paragraph 262.

264. Champion denies the allegations contained in Paragraph 263.

265. Champion denies the allegations contained in Paragraph 264.

TWENTY FOURTH CAUSE OF ACTION
Declaratory Judgment of Invalidity of the '895 Patent

266. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

267. Champion admits the allegations contained in Paragraph 267.

268. Champion denies the allegations contained in Paragraph 268.

269. Champion denies the allegations contained in Paragraph 269.

270. Champion denies the allegations contained in Paragraph 270.

TWENTY FIFTH CAUSE OF ACTION
Declaratory Judgment of Unenforceability of the 2015 Patent Family

271. Champion incorporates by reference its response to each and every preceding paragraph as if fully set forth herein.

272. Champion admits the allegations contained in Paragraph 272.

273. Champion denies the allegations contained in Paragraph 273.

274. Champion denies the allegations contained in Paragraph 274.

275. The allegations contained in Paragraph 275 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 275 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 275 call for a legal conclusion to which no response is necessary. However, to the extent a response is necessary, Champion admits that Sarder saw a representation of the outside of a purported generator bearing the characters "RD9000" at the May 2015 National Hardware Show. Champion denies any insinuation in Paragraph 275 that the purported generator labeled "RD9000" was operable at the May 2015 National Hardware Show. Champion further admits that at least some of the Champion Officers and at least some of the Named Inventors knew that Sarder saw a representation of the outside of a purported generator bearing the characters "RD9000" at the May 2015 National Hardware Show. Despite Sarder having viewed the purported generator bearing the characters "RD9000" in May 2015, an "RD9000E" generator was not available for purchase until well after June 12, 2015. Champion lacks knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 275 and therefore denies the same.

276. The allegations contained in Paragraph 276 seek to elicit conversations between Champion and its counsel or conversations that occurred to assist in counsels' representation. Champion will not admit or deny any allegations contained in Paragraph 276 that call for the disclosure of attorney-client privileged information or information protected by the attorney work-product doctrine. Further, the allegations contained in Paragraph 276 call for a legal conclusion to which no response is necessary. To the extent a response is necessary, Champion denies the allegations contained in Paragraph 276.

277. Champion denies the allegations contained in Paragraph 277.

278. Champion lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 278 and therefore denies the same.

279. Champion denies the allegations contained in Paragraph 279.

280. Champion denies that Generac is entitled to any relief under 28 U.S.C. § 2202.

JURY DEMAND

Champion hereby demands a trial by jury on all issues triable as a matter of right by a jury.

GENERAC'S PRAYER FOR RELIEF

Champion denies that Generac is entitled to any relief whatsoever, whether as sought in Generac's Prayer for Relief or otherwise, in its Amended Counterclaims.

CHAMPION'S DEFENSES

Champion asserts the following defenses in response to the allegations contained in the Counterclaims, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein.

1. Generac's claims are barred, in whole or in part, because of the equitable doctrines

of waiver, acquiescence, estoppel, or unclean hands due to Generac's conduct and/or lack of good faith.

2. Champion asserts that Generac's counterclaim is based upon incorrect assumptions about the timeline of Champion's acquisition of the September 2015 RD9000E generator. As explained *ad nauseum* in the responses above, Sarder saw a *representation* of a purported generator bearing the characters "RD9000" at the May 2015 National Hardware Show. At no point during the May 2015 National Hardware Show was the purported generator bearing the characters "RD9000" on sale, offered for sale, disassembled, demonstrated, or explained to Sarder. As such, Sarder was unable to view any of components or the interior workings of the purported generator bearing the characters "RD9000" or any purported functionality. For all intents and purposes, Sarder believed the purported generator bearing the characters "RD9000" to be an aspirational product, mockup, or prototype as opposed to a working, saleable product. Sarder did not see any details, or obtain any written description, or other materials regarding the "RD9000." Thus, the RD9000E generator could not have been "publicly shown" or in "public use" at the May 2015 National Hardware Show. In addition, Firman did not provide any publication regarding the features or functionality of the purported generator.

Despite having viewed the purported generator bearing the characters "RD9000" in May 2015, the RD9000E generator was not available for purchase until well after June 12, 2015. Champion was finally able to purchase an RD9000E generator on August 31, 2015. It was delivered to a local Home Depot on September 9, 2015, and delivered to Champion on September 16, 2015. In fact, Firman's own website showed that the RD9000E generator was unavailable for purchase from May 2015 to July 2015. Further, Home Depot's website did not have the RD9000E for sale until August 2015. In spite of all efforts to acquire an RD9000E generator, none could be

acquired before September 16, 2015, **three months after** the June 12, 2015, application for the '780 Patent was filed with the PTO.

Generac's claims for inequitable conduct are simply untenable when it cannot demonstrate that the purported generator bearing the characters "RD9000" at the May 2015 National Hardware Show: (1) qualifies as prior art, let alone that Champion knew it was prior art; or (2) was functional, much less offered for sale, in public use, described in a printed publication, or otherwise available to the public during the May 2015 National Hardware Show and before the June 12, 2015 application for the '780 Patent was filed.

3. Champion asserts that one or more prior art exceptions under 35 U.S.C. § 102(b)(1) apply to Generac's counterclaims, including, but not limited to: (A) the disclosure was made by an inventor or joint inventor or by another who obtained the subject matter disclosed directly or indirectly from the inventor or a joint inventor, within one year of the patent application filing date; or (B) the subject matter disclosed had, before such disclosure, been publicly disclosed by the inventor or a joint inventor or another who obtained the subject matter disclosed directly or indirectly from the inventor or a joint inventor. Champion further asserts that one or more prior art exceptions under 35 U.S.C. § 102(b)(2) apply to Generac's counterclaims, including, but not limited to: (A) the subject matter disclosed was obtained directly or indirectly from the inventor or a joint inventor; (B) the subject matter disclosed had, before such subject matter was effectively filed, been publicly disclosed by the inventor or a joint inventor or another who obtained the subject matter disclosed directly or indirectly from the inventor or a joint inventor; or (C) the subject matter disclosed and the claimed invention, not later than the effective filing date of the claimed invention, were owned by the same person or subject to an obligation of assignment to the same person.

4. Generac is not entitled to pre-suit damages under 35 U.S.C. § 287 to the extent that Generac has failed to mark its products or provide actual pre-suit notice of infringement.

5. Generac is not entitled to damages for any purported infringement committed more than six years prior to the filing of its Counterclaim. 35 U.S.C. § 286.

6. Champion expressly reserves the right to rely upon such other defenses as may become available, by law or in equity, during the course of discovery in this action.

CHAMPION'S PRAYER FOR RELIEF

WHEREFORE, Champion respectfully requests that this Court grant the following relief:

A. A judgment dismissing with prejudice Generac's Amended Counterclaims and each request for relief contained therein, and ordering that Generac take nothing by way of its Amended Counterclaims;

B. A finding that this is an exceptional case in Champion's favor and an award of attorneys' fees to Champion in accordance with 35 U.S.C. § 285;

C. Awarding Champion its costs and expenses in this action;

D. A judgment including each and every request for relief sought by Champion in its Complaint; and

E. Any other relief for Champion that the Court deems just and proper.

Dated: May 29, 2025

Respectfully submitted,

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***Attorneys for Plaintiff Champion Power
Equipment, Inc.***

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May 2025, I caused the foregoing to be filed electronically with the Clerk of the Court, and therefore served upon all counsel of record.

/s/ Thomas P. Heneghan