

**UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE PATENT TRIAL AND APPEAL BOARD**

ONE WORLD TECHNOLOGIES, INC., D/B/A TECHTRONIC
INDUSTRIES POWER EQUIPMENT,
Petitioner,

v.

CHERVON (HK) LIMITED,
Patent Owner.

Case Nos. IPR2020-00884, IPR2020-00886,
IPR2020-00887, IPR2020-00888

Patent Nos. 9,596,806; 9,826,686; 9,986,686; 10,070,588

**DECLARATION OF JAMES J. LUKAS, JR. IN SUPPORT
OF PATENT OWNER'S OPPOSITIONS TO
PETITIONER'S MOTIONS FOR SANCTIONS**

I, James J. Lukas, Jr., hereby declare to the best of my knowledge as follows:

1. I am an attorney at Greenberg Traurig, LLP, attorneys for Patent Owner Chervon (HK) Limited (“Patent Owner”) in the above-captioned matters and in the parallel and co-pending district court litigation. I have personal knowledge of the facts discussed herein and, if called to testify, I would and could competently testify to those facts. I respectfully submit this Declaration in support of Patent Owner’s Oppositions to Petitioner One World Technologies, Inc.’s (“Petitioner’s”) Motions for Sanctions.

2. On January 19, 2021, Patent Owner took the deposition of Petitioner’s Group President, Mr. Lee Sowell.

3. On February 3, 2021, Patent Owner produced an unredacted version of Mr. Sowell’s deposition transcript to Petitioner’s litigation counsel on a “Highly Confidential-Attorneys’ Eyes Only” basis. Patent Owner produced an unredacted version of Mr. Sowell’s deposition transcript in response to at least Petitioner’s Document Request Nos. 9, 39, 44, 57, 60, and 61, which Petitioner propounded in the parties’ parallel district court litigation. (*See* Petitioner’s First Set of Requests for Production, **Ex. 1**, at 9, 15-18 (Request Nos. 9, 39, 44, 57, 60, and 61).)

4. Petitioner’s litigation counsel and Petitioner’s IPR counsel is the same law firm: DLA Piper LLP.

5. On January 30, 2020, Petitioner and Patent Owner entered into a stipulated Protective Order in the parallel district court litigation. A copy of the stipulated Protective Order is attached hereto as **Exhibit 2**. The stipulated Protective Order permits documents to be produced on a “Highly Confidential-Attorneys’ Eyes Only” basis. (*See generally id.*)

6. On February 5, 2021, Patent Owner's counsel sent an email to Petitioner's IPR and litigation counsel offering to withdraw its previous February 3, 2021 production of the unredacted Sowell deposition transcript and replace it with a redacted version of the transcript if Petitioner agreed to produce the unredacted version of the transcript in response to Patent Owner's outstanding document requests. (2/5/21 Email from J. Lukas to Petitioner's Counsel, **Ex 3.**) In response, Petitioner's litigation counsel refused to produce an unredacted version of the Sowell deposition transcript. (2/5/21 Email from D. Lewis to J. Lukas, **Ex. 4.**)

7. On February 10, 2021, per Petitioner's counsel's request, Patent Owner's counsel deleted its previous February 3, 2021 production of the unredacted Sowell deposition transcript that was designated Highly Confidential-Attorneys' Eyes Only and produced a replacement production that included a redacted version of the Sowell deposition transcript. (2/15/21 Email from J. Lukas to Petitioner's Counsel, **Ex 5.**)

8. On February 15, 2021, per Petitioner's counsel's request, Patent Owner's counsel identified in an email to Petitioner's IPR and litigation counsel all persons and entities who had access to or viewed the originally-produced Sowell deposition transcript:

The original production of the Sowell deposition transcript was made by Chervon/GT paralegal Sammi Meas to only: damon.anderson@dlapiper.com, the attorneys and paralegals from Defendants' and Petitioner's counsel's law firm DLA Piper who are included in the email reflector dlachervon-oneworld@dlapiper.com, and Chervon/GT attorneys Erik Bokar, Ben Gilford, Matthew Levinstein, James Lukas, and Callie Sand. Mr. Levinstein, the Chervon/GT attorney who took the Sowell deposition in the PTAB, is the only Chervon/GT attorney to have accessed the original production. GT's e-discovery vendor DC Data assisted in the production and had access to the originally-produced volume. No other persons or entities and no third parties had access to nor viewed the originally-produced volume with the Highly Confidential-Attorneys' Eyes Only Sowell deposition transcript.

(*Id.*)

9. The originally-produced Sowell deposition transcript was never provided to a third party or counsel to a third party. The originally-produced Sowell deposition transcript was never provided to any representative of Patent Owner.

10. To-date, Petitioner's litigation counsel has not produced an unredacted version of the Sowell deposition transcript to Patent Owner's counsel in the parallel district court litigation. The unredacted Sowell deposition transcript is responsive to at least Patent Owner's outstanding Document Request Nos. 6, 19, 34, 42, 87, 99, 100, and 137. (*See* Patent Owner's First Set of Requests for Production, **Ex. 6**, at 7, 8, 10, 12, 18, 20 (Request Nos. 6, 19, 34, 42, 87, 99, and 100); Patent Owner's Fourth Set of Requests for Production, **Ex. 7**, at 8 (Request No. 137).)

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that the foregoing statements made by me are true and correct, to the best of my knowledge.

Dated: February 25, 2021

/s/ James J. Lukas, Jr.
James J. Lukas, Jr.

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**CHERVON (HK) LIMITED,
CHERVON NORTH AMERICA INC.,**

Plaintiffs,

v.

**ONE WORLD TECHNOLOGIES, INC.,
TECHTRONIC INDUSTRIES CO.
LTD.,**

Defendants.

C.A. No. 19-1293-LPS

JURY TRIAL DEMANDED

**DEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS AND THINGS TO PLAINTIFFS (NOS. 1-66)**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Defendants One World Technologies, Inc. and Techtronic Industries Co. Ltd. ("Defendants") hereby request that Plaintiffs Chervon (HK) Limited and Chervon North America Inc. ("Plaintiffs") produce the documents and things requested below in accordance with the following Definitions and Instructions herein. The requested documents and things must be produced within thirty (30) days of the service of these requests, or at such other time as may be mutually agreed upon in writing by counsel for the parties. Documents should be produced at the law offices of DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801-1147, or by a mutually agreed upon location and method.

INSTRUCTIONS AND DEFINITIONS

The following definitions and instructions apply to these requests as well as other discovery requests that may be propounded to Plaintiffs, including interrogatories and requests for admission.

1. This request seeks documents to the full extent permitted by the Court's Rules of Practice and Procedure.

2. You are to provide full and complete responses to the following requests, after conducting a diligent and thorough investigation into all information within your possession, custody, or control. If you cannot provide a full and complete response to any request, you should respond to the request to the extent possible, specifying the portion of the request you are unable to answer and providing whatever information you have regarding the unanswered portion.

3. Electronically Stored Information ("ESI") shall be produced in the form it is kept in the ordinary course of business, in a mutually agreeable, format.

4. To the extent that you are aware of responsive documents that may be owned or controlled by a third party, identify those documents and the relevant third parties and indicate whether there is a possibility that relevant evidence may be destroyed.

5. These requests are continuing in nature. You are required to timely supplement your responses with any responsive information that is discovered or identified subsequent to the service of these requests, within a reasonable period of time following such discovery, even if such responses were correct when first provided.

6. If you have no documents responsive to a particular category or request, please so state.

7. You are required to produce not only the original or an exact copy of the original of all documents or things responsive to any of the requests herein, but also all copies of such documents or things which bear any notes or markings not found on the originals and all preliminary, intermediate, final, and revised drafts or embodiments of such documents or things.

You are also required to produce all versions of the foregoing documents stored in any electronic form.

8. The term “documents” includes all things within the meaning and scope of that term as used in the Federal Rules of Civil Procedure, and the Federal Rules of Evidence, and includes without limitation the following items, whether printed, recorded, microfilmed, stored electronically or optically, or reproduced by any process, or written or produced by hand, or recorded in any other way, and whether or not claimed to be privileged or confidential or personal: letters; correspondence; memoranda; notes; reports; records; agreements; working papers; communications (including intradepartmental and interdepartmental communications); summaries or records of personal conversations; calendars; diaries; forecasts; statistical statements; graphs; laboratory or research reports and notebooks; charts; minutes or records of conferences; expressions or statements of policy; lists of persons attending meetings or conferences; reports of or summaries of interviews; reports of or summaries of investigations; opinions or reports of consultants; patents and patent application materials; patent appraisals; printed publications; trademark applications; certificates of registration; opinions of counsel; memoranda of agreements; assignments; licenses; reports of or summaries of either negotiations within or without the corporation or preparations for such; bulletins; material and manufacturing specifications; material packaging; manufacturing logs; functional specifications; equipment specifications and operating information; product packaging; designs; logic simulation or emulation materials; instructions; advertisements; literature; work assignments; memoranda of conversations; notes; notebooks; drafts; data sheets; worksheets; contracts; memoranda of agreements; assignments; licenses; minute books of account; orders; invoices; statements; bills; checks; vouchers; photographs; drawings; charts; catalogs; brochures; computer files; computer

discs; articles; manuals; pamphlets; knowledge base documents; technical support documents; application notes; advertisements; circulars; press releases; drafts of any documents; books; instruments; accounts; bills of sale; tapes; electronic communications including but not limited to E-mails; telegraphic communications and all other material of any tangible medium of expression; and original or preliminary notes. Any comment or notation appearing on any document, and not a part of the original text, is to be considered a separate “document.”

9. Computer generated or stored documents, including computer files or data, electronic mail, and information stored on hard disk which has been erased but is retrievable constitute “documents” within the meaning of the above definition unless otherwise agreed upon. An inspection of your computer system may be necessary to assure compliance with these Interrogatories.

10. The terms “person” and “persons” include both natural persons and entities, including corporations, proprietorships, partnerships, associations, joint ventures, governmental agencies, and other entities, and any combination thereof, and all predecessors in interest, successors, affiliates, subsidiaries, and related entities.

11. Any request to produce a document “relating to” a particular subject shall be construed in its most-inclusive sense, and shall be considered a request that you produce documents that relate to, refer to, discuss, summarize, reflect, constitute, contain, embody, pertain to, mention, consist of, comprise, show, comment on, evidence, describe, or in any other way concern the subject matter.

12. The term “communication” means every manner or method of the disclosure, transfer, or exchange of information, whether orally, electronically, or by document, and whether face-to-face or by telephone, mail, facsimile, E-mail, Internet communication, or otherwise.

13. The terms “and,” “or,” and “and/or” shall be construed in the conjunctive or the disjunctive, whichever makes the request more inclusive.

14. All pronouns shall be construed to refer to the masculine, feminine, or neuter gender, in singular or plural, as in each case makes the request more inclusive.

15. The terms “you,” “your,” “Plaintiffs,” or “Chervon” refer to Plaintiffs Chervon (HK) Limited and Chervon North America Inc., their predecessors-in-interest, subsidiaries, joint ventures, affiliates, and other legal entities that are wholly or partially owned or controlled by Chervon (HK) Limited or Chervon North America Inc., either directly or indirectly, and the principals, directors, officers, owners, members, representatives, employees, agents, consultants, accountants, and attorneys of these same entities.

16. The term “Defendants” refers to One World Technologies, Inc. and Techtronic Industries Co. Ltd.

17. The term “Patents-in-Suit” means United States Patent Nos. 9,060,463 (“the ‘463 patent”); 9,596,806 (“the ‘806 patent”); 9,826,686 (“the ‘26686 patent”); 9,986,686 (“the ‘86686 patent”); 10,070,588 (“the ‘588 patent”); 9,648,805 (“the ‘805 patent”); 10,477,773 (“the ‘773 patent”); 10,485,176 (“the ‘176 patent”); 10,524,420 (“the ‘420 patent”); and/or any other patent asserted in any amended complaint.

18. The term “licensee” or “licensees” refers to any person or entity that had or has a license to practice the subject matter claimed in any of the Asserted Patents.

19. The term “Accused Product” means any product for which Chervon has identified in its Complaint, infringement contentions, or discovery responses.

20. The term “Asserted Claims” means the claims of the Asserted Patents that Chervon asserts are infringed by any Accused Product, as set forth in the Complaint, Initial Disclosures, Infringement Contentions, or discovery responses.

21. The term “date” means the exact day, month, and year, or if not ascertainable your best approximation thereof.

22. As used herein, the term “prior art” means any knowledge, information, printed publication, patent, prior use, prior sale, prior offer for sale, prior importation into the United States, or other information defined in 35 U.S.C. § 102, as well as case law interpreting these statutes, and encompasses any document, thing, or activity that constitutes, describes, refers to, or relates to the subject matter described and claimed in the Asserted Patents.

23. “The Litigation” and “This Litigation” mean the above-referenced civil action filed by Chervon against One World, C.A. No. 19-1293-LPS, D. Del.

24. “Complaint” means the Complaint along with the Exhibits and Appendices Chervon filed in this Litigation.

25. The term “third party” means any person or entity other than Plaintiffs or Defendants.

26. The term “Commercial Embodiment” means any Chervon product that practices at least one claim of any of the Patents-in-Suit.

27. The term “Competing Product” means any product Chervon markets to compete against the Accused Products.

28. As used herein, the term “related patent” means any provisional, utility, continuation, continuation-in-part, divisional, reexamination, or reissue applications, or patents issuing there from, whether issued, pending, or abandoned, whether domestic or foreign, (1) that

claims priority to the application that led to the patent, (2) that claims priority to any application to which the application for such patent claims priority, or (3) to which the application for such patent claims priority.

29. “Infringe,” “Infringing,” and “Infringement” refer to direct infringement, contributory infringement, inducement of infringement, literal infringement, and/or infringement under the Doctrine of Equivalents.

30. The word “including” and every variant thereof shall be construed to mean “including without limitation.”

31. In the event any document is withheld on a claim of attorney-client privilege, work-product immunity, common interest privilege, or any other privilege from disclosure, identify: (a) the date of the information; (b) the source of the information; (c) names and addresses of all persons to whom that information was disclosed; and (d) the general subject matter of the information. To the extent that such information is contained within a document for which a claim of privilege has been made, you must provide a privileged document list within ten days of the date upon which answers and objections to these requests are due.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1.

All documents concerning Chervon or Chervon's mowers, including but not limited to communications with Chervon's customers, potential customers, employees, agents, consultants, or any other person or entity regarding Chervon, and any competitive or market intelligence regarding Chervon or its products.

REQUEST FOR PRODUCTION NO. 2.

Documents sufficient to identify the dollar and unit volume of sales of each Commercial Embodiment sold by Chervon from January 1, 2013 to the present.

REQUEST FOR PRODUCTION NO. 3.

All documents relating to the costs, sales prices, sales levels, and profits that Chervon has experienced in the past, could or should have experienced in the past, is currently experiencing, or projects experiencing in the future, with respect to the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 4.

All documents constituting or relating to communications between Chervon and any other person or entity regarding One World and the Litigation.

REQUEST FOR PRODUCTION NO. 5.

Documents sufficient to identify all current and former directors, officers, employees, agents or representatives of Chervon who had any involvement in the design, development, testing, manufacture, marketing or sale of Chervon's Competing Products.

REQUEST FOR PRODUCTION NO. 6.

All documents relating to the structure, function, or operation of any Commercial Embodiment, including without limitation any drawings, specifications, schematics, component lists, user manuals, instructions, directions for use, white papers, and product literature.

REQUEST FOR PRODUCTION NO. 7.

All documents exchanged between Chervon and any expert witness that Chervon expects to testify at any hearing or trial in the Litigation not protected by Fed. R. Civ. P. 26.

REQUEST FOR PRODUCTION NO. 8.

For any expert retained by Chervon to testify at trial in the Litigation, all hearing transcripts, deposition transcripts, declarations, affidavits, or expert reports containing testimony or other statements made in connection with any other legal proceeding in which such expert has testified regarding patent validity, patent infringement, patent enforcement, or damages, regarding mowers and/or power equipment.

REQUEST FOR PRODUCTION NO. 9.

All documents concerning One World or One World's mowers, including but not limited to communications with One World's customers, potential customers, employees, agents, consultants, or any other person or entity regarding One World, and any competitive or market intelligence regarding One World or its products.

REQUEST FOR PRODUCTION NO. 10.

All documents and things relating to One World's or any third party's alleged infringement of any claim (whether or not an Asserted Claim) of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 11.

All documents relating to any comparison of the claims of the Patents-in-Suit to the Commercial Embodiments, any other Chervon products, any One World product, and/or any other third-party products.

REQUEST FOR PRODUCTION NO. 12.

All documents that compare elements of the claims of the Patents-in-Suit to any prior art, potential prior art, or alleged prior art to the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 13.

All documents relating to Chervon's use, testing and/or demonstration of any Accused Product.

REQUEST FOR PRODUCTION NO. 14.

All market studies or surveys, market analyses or evaluations, business plans, marketing plans, strategic plans, reports concerning competitors, and competitive reviews or analyses or other analyses of market or sales potential relating to the subject matter of the Accused Products.

REQUEST FOR PRODUCTION NO. 15.

All documents and things relating to Chervon's knowledge of the alleged infringement of one or more claims of the Patents-in-Suit by One World, including but not limited to (a) Documents sufficient to identify the date on which Chervon first became aware of the alleged infringement and the circumstances surrounding that awareness; (b) Documents relating to Chervon's suspicion or alleged knowledge that One World uses, manufactures, sells, offers for sale, or imports into the United States any device or product that allegedly practices any alleged invention of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 16.

All documents relating to any analysis, evaluation, or reverse-engineering of One World's mowers.

REQUEST FOR PRODUCTION NO. 17.

All documents in Your possession relating to royalty rates customarily or typically paid in the United States for intellectual property rights relating to mowers and/or power equipment.

REQUEST FOR PRODUCTION NO. 18.

All documents relating to Chervon's policies, procedures, and/or programs that involve licensing, both in-bound and out-bound.

REQUEST FOR PRODUCTION NO. 19.

To the extent that Chervon contends that it is entitled to lost profits, all documents supporting its contention of lost profits.

REQUEST FOR PRODUCTION NO. 20.

All license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements involving mowers and/or power equipment, and all documents, including correspondence, constituting part of any negotiations regarding license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements and possible license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements involving mowers and/or power equipment that did not result, or have not yet resulted, in any executed agreement.

REQUEST FOR PRODUCTION NO. 21.

All market studies or surveys, market analyses or evaluations, business plans, marketing plans, strategic plans, reports concerning competitors, and competitive reviews or analyses or other analyses of market or sales potential relating to the subject matter of Chervon's Competing Products.

REQUEST FOR PRODUCTION NO. 22.

All documents concerning any royalty paid by or to Chervon for a patent license related to the Competing Products, judgment, lost profits award, or lost profits demand relating to the Competing Products, other mowers, and/or other power equipment.

REQUEST FOR PRODUCTION NO. 23.

All assignments or licenses relating to Chervon's Competing Products to which Chervon is a party.

REQUEST FOR PRODUCTION NO. 24.

All documents relating to historical and projected customer preferences and desired attributes for the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 25.

Financial documents for Chervon as a whole and the divisions, subsidiaries, affiliates, or business segments selling Chervon's Competing Products, including but not limited to audited financial statements; unaudited interim financial statements; financial statements prepared for banks and other creditors; financial reports prepared for related parties including but not limited to subsidiaries or a parent company; and financial reports prepared for the Board of Directors, from January 1, 2013 to the present.

REQUEST FOR PRODUCTION NO. 26.

All documents and things relating to the alleged value added by the patented components per each Commercial Embodiment unit.

REQUEST FOR PRODUCTION NO. 27.

Documents and things sufficient to show Chervon's pricing of each Competing Product and Commercial Embodiment.

REQUEST FOR PRODUCTION NO. 28.

Standard cost sheets and costed bills of material that include the alleged patented features in the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 29.

All documents relating to any comparison of the claims of the Patents-in-Suit to the Commercial Embodiments, Accused Products, or any other Chervon or One World products.

REQUEST FOR PRODUCTION NO. 30.

All documents related to the structure, function, performance, or operation of each of the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 31.

All patents and patent applications that you contend cover any aspect of the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 32.

All documents and things relating to the labels placed on each Commercial Embodiment and sufficient to show what Commercial Embodiment the label was affixed and when the Commercial Embodiment bearing such label was first made, used, sold, and/or offered for sale in the United States or imported into the United States.

REQUEST FOR PRODUCTION NO. 33.

All catalogs, advertisements, brochures, bulletins, price lists, circulars, press releases, scientific or commercial articles, presentations, informational materials, and other advertising or promotional materials Chervon has prepared or has had others prepare, published or participated in the preparation or publication of, involving its sale or marketing of the Commercial Embodiments.

REQUEST FOR PRODUCTION NO. 34.

All documents and things Chervon believes constitute notice to One World that One World was or is allegedly infringing or possibly infringing any of the Patents-in-Suit; including documents and things sufficient to indicate when such notice was provided.

REQUEST FOR PRODUCTION NO. 35.

All documents and things concerning any purported non-infringing alternatives to the inventions claimed in the Patents-in-Suit, including but not limited to the identification, availability, acceptability, and cost of using or implementing any such alternatives; the specific alterations that would be made to effectuate such alternatives; and the steps, costs, and time required to develop and implement each alternative.

REQUEST FOR PRODUCTION NO. 36.

All documents requested by any interrogatory served by One World, identified in Chervon's response thereto, or consulted or relied upon in the formulation of Chervon's response thereto.

REQUEST FOR PRODUCTION NO. 37.

Documents relating to Chervon's document retention and/or document destruction policies or practices, including any policies concerning the retention or destruction of email or

voice mail messages, and any efforts by Chervon to preserve documents or things relating to the subject matter of the Litigation.

REQUEST FOR PRODUCTION NO. 38.

Organizational charts and documents sufficient to show Chervon's organizational structure, including the identity of Chervon's officers and managers and the number of Chervon employees.

REQUEST FOR PRODUCTION NO. 39.

All documents relating to One World.

REQUEST FOR PRODUCTION NO. 40.

All documents and evidence requested and obtained from any third parties pursuant to discovery in the Litigation.

REQUEST FOR PRODUCTION NO. 41.

All documents that Chervon anticipates offering into evidence at any hearing or at trial in the Litigation.

REQUEST FOR PRODUCTION NO. 42.

All documents identified in, referred to or relied upon in preparing answers to Chervon's discovery requests.

REQUEST FOR PRODUCTION NO. 43.

All documents Chervon is required to produce pursuant to the Court's standing orders, the Court's scheduling order, the Local Rules of the United States District Court for the District of Delaware, and/or the Local Patent Rules of the United States District Court for the District of Delaware.

REQUEST FOR PRODUCTION NO. 44.

All documents relating to the Patents-in-Suit and the prosecution histories thereof.

REQUEST FOR PRODUCTION NO. 45.

All prior art for the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 46.

All documents relating to the foreign patents and patent applications corresponding to or related to the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 47.

All documents relating to the preparation and/or filing of Information Disclosure Statements, including drafts, related patents, and publications, pertinent to the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 48.

All documents relating to the conception, design, development, experimentation and experimental data, testing, actual or constructive reduction to practice or diligence in the reduction to practice with regard to any alleged invention of the Patents-in-Suit or any related patent, including but not limited to, (a) documents and things evidencing the dates of the actual reduction to practice for each of the Asserted Claims, and (b) documents submitted in any district court action or inter partes review relating to the subject matter of any of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 49.

All documents relating to any sales, offers for sale, or public disclosures of the subject matter defined by any of the Patents-in-Suit before the filing date of the corresponding patent.

REQUEST FOR PRODUCTION NO. 50.

The personnel and employment histories of the named inventors of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 51.

All documents relating to any alleged long-felt need for the subject matter shown, described, recited, and/or claimed in the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 52.

All documents relating to any secondary consideration or objective indicia of non-obviousness that Chervon contends shows the non-obviousness of any of the Asserted Claims.

REQUEST FOR PRODUCTION NO. 53.

All documents relating to what Chervon regards as the level of relevant skill in the art required of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 54.

All documents relating to the enforceability of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 55.

All documents relating to the named inventors of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 56.

To the extent that Chervon intends to rely on the doctrine of equivalents, all documents and things supporting or forming the basis of your allegations that any Accused Device infringes any alleged invention within the scope of any Asserted Claim under the doctrine of equivalents.

REQUEST FOR PRODUCTION NO. 57.

All statements, white papers, publications, witness statements, and sworn testimony of any alleged inventor or other witness who has testified, is expected or scheduled to testify, or is subpoenaed to testify—either through deposition testimony or hearing testimony—on behalf of Chervon in this Litigation, including any current or former Chervon or licensee employee noticed for deposition, any expert identified by Chervon, or any individual Chervon intends to

call as a witness at the evidentiary hearing, including deposition testimony or trial or hearing testimony, and any corresponding exhibits presented to the witness during examination.

REQUEST FOR PRODUCTION NO. 58.

All documents relating to any agreements or obligations to assign the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 59.

All documents relating to the ownership of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 60.

All documents concerning any of the Patents-in-Suit or the applications that resulted in the issuance of them, including but not limited to any communications between Chervon and any other person or entity relating to any of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 61.

All witness statements, expert reports, declarations or affidavits obtained by, provided to or offered on behalf of Chervon in connection with the Patents-in-suit, the Litigation, and/or Related Litigations.

REQUEST FOR PRODUCTION NO. 62.

All documents relied on, used, considered, reviewed, or consulted by you to prepare any disclosures or contentions provided under the Local Patent Rules, including but not limited to Chervon's Initial Disclosures, Chervon's Initial or Final Infringement, Enforceability and Validity Contentions, and Chervon's disclosures relating to Claim Construction (including any supplements or amendments thereto), as well as all documents identified in any of the foregoing.

REQUEST FOR PRODUCTION NO. 63.

All documents relating to the scope, interpretation, and/or meaning of any term recited in the claims of the Patents-in-Suit.

REQUEST FOR PRODUCTION NO. 64.

All documents and things relating to your decision to commence litigation asserting infringement by One World of the Asserted Claims.

REQUEST FOR PRODUCTION NO. 65.

All documents supporting, refuting, or otherwise relating to any pleading in this litigation, including but not limited to each allegation in Chervon's Complaint and any amendments or supplements.

REQUEST FOR PRODUCTION NO. 66.

All documents relied on, used, considered, reviewed, or consulted to prepare Chervon's infringement contentions in the Litigation.

Dated: February 10, 2020

Of Counsel:

Sean C. Cunningham (admitted *Pro Hac Vice*)
Erin P. Gibson (admitted *Pro Hac Vice*)
David R. Knudson (admitted *Pro Hac Vice*)
DLA Piper LLP (US)
401 B. Street, Suite 1700
San Diego, CA 92101-4297
Telephone: 619.699.2900
Facsimile: 619.764.6600
sean.cunningham@dlapiper.com
erin.gibson@dlapiper.com
david.knudson@dlapiper.com

Damon M. Lewis (admitted *Pro Hac Vice*)
DLA Piper LLP (US)
500 Eighth Street NW
Washington, DC 20004
Telephone: 202.799.4573
Facsimile: 202.799.5362
damon.lewis@dlapiper.com

DLA PIPER LLP (US)

/s/ Denise S. Kraft
Denise S. Kraft (DE Bar No. 2778)
Brian A. Biggs (DE Bar No. 5591)
Erin E. Larson (DE Bar No 6616)
1201 North Market Street, Suite 2100
Wilmington, DE 19801-1147
Telephone: 302.468.5700
Facsimile: 302.394.2341
denise.kraft@dlapiper.com
brian.biggs@dlapiper.com
erin.larson@dlapiper.com

*Attorneys for Defendants One World Technologies,
Inc. and Techtronic Industries Co. Ltd.*

*Attorneys for Defendants One World
Technologies, Inc. and Techtronic Industries Co.
Ltd.*

CERTIFICATE OF SERVICE

I, Denise S. Kraft, do hereby certify that on this 10th day of February, 2020, I caused a true and correct copy of the foregoing **DEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO PLAINTIFFS (NOS. 1-66)** to be served on the following attorneys of record in the manner indicated:

VIA ELECTRONIC MAIL

Benjamin J. Schladweiler
Greenberg Traurig LLP
The Nemours Bldg.
1007 North Orange Street, Ste. 1200
Wilmington, DE 19801
(302) 661-7000
schladweilerb@gtlaw.com

Michael A. Nicodema
Greenberg Traurig LLP
500 Campus Drive, Ste. 400
Florham Park, NJ 07932
(973) 360-7900
nicodemam@gtlaw.com

James J. Lukas, Jr.
Matthew J. Levinstein
Callie J. Sand
Benjamin P. Gilford
77 West Wacker Drive, Ste. 3100
Chicago, IL 60601
(312) 456-8400
lukasj@gtlaw.com
levinsteinm@gtlaw.com
sandc@gtlaw.com
gilfordb@gtlaw.com

/s/ Denise S. Kraft
Denise S. Kraft (I.D. No. 2778)

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**CHERVON (HK) LIMITED,
CHERVON NORTH AMERICA INC.,**

Plaintiffs,

v.

**ONE WORLD TECHNOLOGIES, INC.,
TECHTRONIC INDUSTRIES CO.
LTD.,**

Defendants.

C.A. No. 19-1293-LPS

JURY TRIAL DEMANDED

PROTECTIVE ORDER

Plaintiffs Chervon (HK) Limited and Chervon North America Inc. (collectively, “Plaintiffs” or “Chervon”) and Defendants One World Technologies, Inc. and Techtronic Industries Co., Ltd. (collectively, “Defendants” or “TTi”) stipulate, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, that the following Protective Order may be entered by the Court:

I. PROCEEDINGS AND INFORMATION GOVERNED

1. This Order (“Protective Order”) is made under Fed. R. Civ. P. 26(c). It governs any document, information, or other thing furnished by any party to any other party, and it includes any non-party who receives a subpoena in connection with this action, subject to the consent of that non-party to its application thereto. For purposes of this Protective Order only, any non-party that produces information subject hereto shall be considered a “party” as that term is used herein. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; results or documentation

of inspection or testing under Federal Rule of Civil Procedure 34; and other writings or things produced, given or filed in this action that are designated by a party as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

II. DESIGNATION AND MAINTENANCE OF INFORMATION

2. For purposes of this Protective Order, the “Highly Confidential - Outside Counsel’s Eyes Only” designation means that the document or thing contains nonpublic information related to (1) patent applications that are not yet published; (2) highly sensitive trade secret information regarding manufacturing specifications or procedures or technical information, including research and development, product testing, prototypes, and designs for unreleased products; (3) commercial or licensing agreements and communications; (4) information capable of being utilized for the preparation or prosecution of a patent application, that is not publicly known and is of technical or commercial advantage to its possessor the disclosure of which is likely to cause harm to the competitive position of the producing party; or (5) highly sensitive financial and economic information, including financial planning, financial performance, financial business plans, competitive strategies, and business relationships,. “Highly Confidential - Outside Counsel’s Eyes Only” does not include, and this Protective Order does not apply to, information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. For purposes of this Protective Order, the “Confidential” designation means that the document or thing is comprised of commercial information that is not publicly known and is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P.

26(c)(1)(G), or other information required by law or agreement to be kept confidential and includes information that the producing party deems sensitive, which may include, but is not limited to, confidential research and development, financial, technical, marketing, product testing, or any other sensitive information for commercially sold products. “Confidential” does not include, and this Protective Order does not apply to, information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

4. Documents and things produced during the course of this litigation within the scope of paragraphs 2 and 3 above may be designated by the producing party as containing “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information by placing on each page and each thing the applicable legend below:

HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL’S EYES ONLY

or

CONFIDENTIAL

A party may designate information disclosed at a deposition as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any party will have fourteen (14) calendar days after receiving a finalized transcript or recording of the deposition to designate, to the other parties and to the court reporter, whether the transcript is to be designated as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential.” If no such designation is made at the deposition or within this fourteen (14) calendar day period (during which period, the transcript must be treated as “Highly Confidential - Outside Counsel’s Eyes Only,” unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of

“Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information.. It is the responsibility of counsel for each party to maintain materials containing “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

III. INADVERTENT FAILURE TO DESIGNATE

5. Except as set forth in paragraphs 2 and 3, the inadvertent failure to designate or withhold any information as confidential will not be deemed to waive a later claim as to its confidential nature, or to stop the producing party from later designating such information as confidential at a later time. Any notice concerning the designation or re-designation of a document or thing shall be made within a reasonable time after discovery of inadvertent disclosure and shall be made in writing and state with particularity that such information contains “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information. The information must be treated by the receiving party as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” (as indicated by the producing party) from the time the receiving party is notified in writing of the change in the designation. Also, upon receipt of such notice, and upon receipt of a properly labeled document or thing within the scope of paragraph 4 above, the receiving party or parties shall promptly return to the producing party’s counsel or destroy each unmarked or improperly marked document or thing (and any copies that may have been made). The receiving party or parties shall, to the extent reasonably possible, cooperate in restoring the appropriate level of confidentiality of such inadvertently produced document or thing.

6. If a party through inadvertence produces or provides discovery that it believes is subject to a claim of privilege, work product immunity, or is otherwise protected from disclosure, the producing party may give prompt written notice to the receiving party or parties that the discovery is subject to a claim of privilege, work product immunity, or other protection from disclosure and request that the discovery be returned to the producing party. The receiving party or parties shall destroy or return to the producing party such inadvertently produced discovery, and all copies and derivations within five (5) business days of receiving a written request for the return of the information. Return of the discovery by the receiving party shall not constitute an admission or concession, or permit any inference, that the returned document or thing is, in fact, properly subject to a claim of privilege, work product immunity, or other protection from disclosure, nor shall it foreclose any party from moving the Court for an order that such document or thing has been improperly designated or should be discoverable and usable in this action for reasons other than a waiver caused by the inadvertent production or providing of discovery. If such a motion is made, the burden of proof to show that a document or thing is entitled to a claim of privilege, work product immunity, or is otherwise protected from disclosure shall be on the producing party.

IV. PROCEDURE FOR OBJECTION TO DESIGNATION

7. At any time prior to the final pretrial conference in this action, any party may object in good faith to the designation or re-designation of any “Highly Confidential – Outside Counsel’s Eyes Only” or “Confidential” information by providing counsel for the producing party with written notice of the reasons for its objection. The producing party shall within ten (10) business days after receiving such written notice, advise the objecting party, in writing, of the basis for its designation. Within five (5) business days thereafter, the parties shall confer in a

good faith effort to resolve the matter. Failing such resolution, the receiving party shall then have ten (10) business days from that conference (the “Motion Period”) to apply to the Court for relief or the objection is waived. The producing party retains the burden of establishing that the information was properly designated.

V. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

8. Information designated as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” may only be used for purposes of preparation, trial, and appeal of this action. Neither “Highly Confidential - Outside Counsel’s Eyes Only” nor “Confidential” information may be used under any circumstances for any other proceeding, for prosecuting any patent application, for patent licensing, or for any other business, competitive, or other purpose.

9. Subject to paragraph 11 below, “Highly Confidential - Outside Counsel’s Eyes Only” information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of and have agreed in writing to the terms of this Protective Order prior to the disclosure to them of the “Highly Confidential - Outside Counsel’s Eyes Only” information: (a) outside counsel for the receiving party in this action; (b) supporting personnel employed by outside counsel (a), such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants and their necessary support staff; (d) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer-database from documents; and (e) those individuals designated in paragraph 13.

10. Subject to paragraph 11 below, “Confidential” information may be disclosed by the receiving party only to the individuals identified in paragraph 9 and 14 and two in-house

counsel designees of each party. All in-house designees identified pursuant to this paragraph shall: 1) be informed of the terms of the Protective Order, as modified herein, prior to the disclosure to them of the “Confidential” information; and 2) sign the confidentiality agreement at Exhibit A of the Protective Order. Prior to the disclosure of “Confidential” information to any in-house counsel designee, counsel for the receiving party shall serve the executed confidentiality agreement of each in-house counsel designee on counsel for the producing party.

11. Further, prior to disclosing “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information to a receiving party’s proposed expert or consultant, the receiving party shall disclose such person in writing to the producing party and provide to the producing party a signed Confidentiality Agreement in the form attached as Exhibit A. In the case of a proposed expert or consultant, the receiving party shall also provide to the producing party the resume or curriculum vitae of the proposed expert or consultant, the expert or consultant’s business affiliation, and any current and past consulting relationships in the industry. The producing party will thereafter have ten (10) business days from receipt of the Confidentiality Agreement to object to any proposed expert or consultant. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within ten (10) business days constitutes approval. If the parties are unable to resolve any objection, the receiving party may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed expert or consultant during the ten (10) business day objection period, unless that period is waived by the producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled upon any resultant motion.

12. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order.

13. “Highly Confidential - Outside Counsel’s Eyes Only” information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

- (a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);
- (b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or
- (c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the person and persons to whom disclosure of “Highly Confidential - Outside Counsel’s Eyes Only” information may be made under this Protective Order and who are bound by this Protective Order, may be present during the disclosure or discussion of “Highly Confidential - Outside Counsel’s Eyes Only” information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

14. “Confidential” information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

- (a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);
- (b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or

(c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the person and persons to whom disclosure of “Confidential” information may be made under this Protective Order and who are bound by this Protective Order, may be present during the disclosure or discussion of “Confidential” information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

15. If a receiving party learns that, by inadvertence or otherwise, it has disclosed information designated by a producing party as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” to any person or in any circumstance not authorized under this Order to receive such information, the receiving party must, as soon as is practicable: (a) notify in writing the producing party of the unauthorized disclosure; (b) use its best efforts to retrieve all copies of the protected materials; and (c) inform the person or persons to whom unauthorized disclosures were made, to the extent the person or persons are identifiable, of all the terms of this Order. To the extent any person not authorized under this Order to receive “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information receives, by inadvertence or otherwise, information designated by a producing party as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential,” counsel is responsible for ensuring such person’s adherence to the terms and conditions of this Protective Order.

VI. NON-PARTY INFORMATION

16. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire

confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

VII. FILING DOCUMENTS WITH THE COURT

17. If any party wishes to submit “Highly Confidential Outside - Counsel Eyes Only” or “Confidential” information to the Court, the submission must be filed under seal in conformance with the Court’s rules and procedures. Materials filed under seal must include a cover page bearing the title of this matter, an indication of the nature of the contents of such sealed filing, the words “HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL’S EYES ONLY SUBJECT TO PROTECTIVE ORDER” or “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER,” as applicable.:

VIII. NO PREJUDICE

18. Producing or receiving “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any party that any particular “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” information contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

IX. CONCLUSION OF LITIGATION

19. Within sixty (60) calendar days after final judgment in this action, including the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order shall destroy or return to the producing party all materials and documents containing “Highly Confidential - Outside Counsel’s Eyes Only” and “Confidential” information, and certify to the producing party that this destruction or return has been done. However, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work product, including containing information provided pursuant to this Protective Order, provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

X. OTHER PROCEEDINGS

20. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion to disclose another party’s information designated as “Highly Confidential - Outside Counsel’s Eyes Only” or “Confidential” pursuant to this Protective Order must promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

XI. REMEDIES

21. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

XII. NO WAIVER

22. Nothing in this Protective Order shall prejudice the right of either party to object to the production of any document or part thereof upon any appropriate ground, including any applicable privilege, and nothing herein shall be construed as a waiver of such rights. Moreover, nothing in this Protective Order shall prejudice the right of either party to object to the admissibility at trial of any information or other evidentiary material on any appropriate ground, and nothing herein shall be construed as a waiver of such right.

23. Entering into, agreeing to, and/or complying with the terms of this Protective Order shall not: (i) operate as an admission by any party that any particular information contains or reflects currently valuable trade secrets or protected proprietary or commercial information; or (ii) operate as an admission by any party that any particular information is, or is not, relevant to this action.

XIII. PARTIES' OWN INFORMATION

24. Nothing in this Protective Order shall limit a producing party's use of its own documents, things, or information unless otherwise ordered by the Court. Nor shall anything in this Protective Order prevent a producing party from disclosing its "Highly Confidential - Outside Counsel's Eyes Only" or "Confidential" information to any person. Such disclosures shall not affect any designation of such documents as "Highly Confidential - Outside Counsel's Eyes Only" or "Confidential" information pursuant to the terms of this Protective Order so long as the disclosure is made in a manner reasonably calculated to maintain the confidentiality of the information.

XIV. PROSECUTION BAR

25. To the extent material designated as “Highly Confidential - Outside Counsel’s Eyes Only” includes information relating to the design or functionality of a party’s current or future battery powered lawn mowers or gardening tools that a party reasonably believes should be subject to the Prosecution Bar, the producing party may designate such material as “SUBJECT TO PROSECUTION BAR,” in addition to the confidentiality designation. For material designated “SUBJECT TO PROSECUTION BAR,” the following additional restrictions apply unless the producing and receiving parties agree otherwise in writing:

Any attorney and any other person who receives, obtains, or becomes informed about, in whole or in part, the substance of another party’s material that is designated as “SUBJECT TO PROSECUTION BAR” pursuant to this order shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any patents or patent applications relating to battery powered lawn mowers or gardening tools, including without limitation the patents asserted in this action and any application claiming priority to or otherwise related to the patents asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office. For purposes of this provision, “prosecution” includes involvement in or advising regarding drafting or amending patent claims. For the avoidance of doubt, this provision does not preclude an attorney or patent agent from representing a party either challenging or defending a patent before a domestic or foreign agency, including but not limited to reissue, reexamination, *inter partes* review, or other post grant administrative proceedings, but this provision would preclude such attorney or patent agent from drafting or advising

directly or indirectly on any amendment to a claim of the patent being challenged in such proceedings.

26. This Prosecution Bar shall begin when access to another party's material marked "SUBJECT TO PROSECUTION BAR" is first received by the affected individual and shall end two years after final termination of this action, including any appeals. Notwithstanding the immediately preceding sentence, in the event outside counsel who reviewed material "SUBJECT TO PROSECUTION BAR" withdraws from representation, this Prosecution Bar shall end for that outside counsel two years after final termination of this action, including any appeals, or two years after the date of withdrawal, whichever comes first. To ensure compliance with the purpose of this provision, each party shall create an "Ethical Wall" between those persons with access to materials marked "SUBJECT TO PROSECUTION BAR" and any individuals who prepare, prosecute, supervise or assist in the preparation or prosecution of any patent application relating to battery powered lawn mowers or gardening tools.

27. Any party may challenge a designation of material as "SUBJECT TO PROSECUTION BAR" using the procedures in Section 7.

Dated: January 30, 2020

DLA PIPER LLP (US)

Of Counsel:

Sean C. Cunningham (admitted *Pro Hac Vice*)
Erin P. Gibson (admitted *Pro Hac Vice*)
David R. Knudson (admitted *Pro Hac Vice*)
DLA Piper LLP (US)
401 B. Street, Suite 1700
San Diego, CA 92101-4297
Telephone: 619.699.2900
Facsimile: 619.764.6600
sean.cunningham@dlapiper.com
erin.gibson@dlapiper.com
david.knudson@dlapiper.com

/s/ Denise S. Kraft

Denise S. Kraft (DE Bar No. 2778)
Brian A. Biggs (DE Bar No. 5591)
Erin E. Larson (DE Bar No 6616)
1201 North Market Street, Suite 2100
Wilmington, DE 19801-1147
Telephone: 302.468.5700
Facsimile: 302.394.2341
denise.kraft@dlapiper.com
brian.biggs@dlapiper.com
erin.larson@dlapiper.com

*Attorneys for Defendants One World Technologies,
Inc. and Techtronic Industries Co. Ltd.*

Damon M. Lewis (admitted *Pro Hac Vice*)

DLA Piper LLP (US)

500 Eighth Street NW
Washington, DC 20004
Telephone: 202.799.4573
Facsimile: 202.799.5362
damon.lewis@dlapiper.com

*Attorneys for Defendants One World
Technologies, Inc. and Techtronic Industries Co.
Ltd.*

Of Counsel:

Michael A. Nicodema
Greenberg Traurig, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932
Telephone: 973.360.7900
Facsimile: 973.301.8410
nicodemam@gtlaw.com

James J. Lukas, Jr.
Matthew S. Levinstein
Callie J. Sand
Benjamin P. Gilford
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Telephone: 312.456.8400
Facsimile: 312.456.8435
lukasj@gtlaw.com
levinsteinm@gtlaw.com
sandc@gtlaw.com
gilfordb@gtlaw.com

*Attorneys for Plaintiffs Chervon (HK) Limited
and Chervon North America, Inc.*

GREENBERG TRAURIG, LLP

/s/ Benjamin J. Schladweiler

Benjamin J. Schladweiler (DE Bar No. 4601)

Greenberg Traurig, LLP

The Nemours Building
1007 North Orange Street, Suite 1200
Wilmington, DE 19801
Telephone: 302.661.7352
Facsimile: 302.661.7360
schladweilerb@gtlaw.com

*Attorneys for Plaintiffs Chervon (HK) Limited
and Chervon North America, Inc.*

IT IS SO ORDERED.

Signed this _____ day of _____, 2020.

UNITED STATES DISTRICT JUDGE

EXHIBIT A

IN-HOUSE COUNSEL, EXPERT WITNESS, AND CONSULTANT
ADHERENCE TO PROTECTIVE ORDER

I, _____, acknowledge and declare that I have received a copy of the Protective Order (“Order”) entered in the following case: *Chervon (HK) Limited et al. v. One World Technologies, Inc. et al.*, Case No. 1:19-cv-01293 (D. Del.). Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description:

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]

EXHIBIT 3

Gilford, Benjamin P. (Assoc-Chi-IP-Tech)

From: Lukas Jr., James J. (Shld-Chi-IP-Tech)
Sent: Friday, February 5, 2021 1:46 PM
To: Lewis, Damon; Cunningham, Sean; Biggs, Brian; Gibson, Erin; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M.; Miller, Tiffany; Sikorski, Ed
Cc: Levinstein, Matthew J. (Shld-Chi-IP-Tech); Sand, Callie (Assoc-CHI-IP-Tech); Gilford, Benjamin P. (Assoc-Chi-IP-Tech); Levinstein, Matthew J. (Shld-Chi-IP-Tech); Jarosik, Gary (Shld-Chi-IP-Tech); Jarosik, Keith (Shld-Chi-IP-Tech); Schladweiler, Benjamin (Shld-DEL-IP-Tech)
Subject: Chervon - One World
Attachments: One World - Chervon, IPR 2020-884, 886, 887, 888: Protective Order Violations; Chervon v. One World - Production of confidential materials from the PTAB matters

Dear Defendants' counsel (*i.e.*, DLA Piper/counsel for One World Technologies, Inc., Techtronic Industries Co., Ltd., and Homelite Consumer Products, Inc.):

Thank you for your attached emails. We find Defendants' email troubling, without merit, and yet another example of Defendants' refusal to participate in the discovery process in good faith.

To be absolutely clear, Defendants' counsel is contending that Chervon's production of Defendants' own confidential information back to Defendants' counsel is a protective order violation and sanctionable conduct.

As Defendants' counsel is aware, Mr. Sowell is an employee of Defendants and his deposition transcript was produced in the Delaware litigation on an HC-AEO basis to counsel for the same parties (*i.e.*, Defendants) that provided the purported confidential information contained in the transcript. The transcript was produced in response to document requests issued by Defendants. (*See, e.g.*, Defendants' RFP Nos. 9, 39, 44, 57, 60, and 61.) Simply put, Defendants do not – and cannot – identify any alleged harm or prejudice caused by Chervon's production of Defendants' purported confidential material back to Defendants' counsel. To the extent Defendants have any caselaw supporting that a party can be harmed or prejudiced by having its own confidential material produced back to its counsel, please provide such law immediately.

The Sowell deposition transcript is also directly relevant to at least Chervon's document requests nos. 6, 19, 34, 42, 87, 99, 100, and 137. Notably, however, Defendants have failed to produce the transcript to Chervon. Defendants' failure to produce the Sowell transcript and their attempt to engage in a frivolous effort to impede discovery in the Delaware litigation once again confirms that Defendants continue to improperly withhold relevant documents from Chervon. To the extent Defendants contend that production of the transcript is a use of the transcript in another proceeding and that Chervon would need to agree that Defendants can produce the transcript in the Delaware litigation, Chervon agrees that Defendants can make such a production.

As a compromise, Chervon will withdraw the HC-AEO Sowell deposition transcript from its production and replace it with a redacted Sowell deposition transcript provided: (i) Defendants agree to produce the HC-AEO version of the Sowell deposition transcript in response to Chervon's document requests by COB on Monday February 7; and (ii) Defendants agree to drop their request for a teleconference with the Board. Should Defendants agree to produce the HC-AEO version as requested, Chervon will not seek any further relief from the Court. If this compromise does not resolve the issue, please provide your availability for a meet-and-confer.

Very truly yours,

James

James J. Lukas, Jr.
Greenberg Traurig, LLP
77 West Wacker Drive | Suite 3100 | Chicago, IL 60601
T +1 312.456.1038 | F +1 312.899.0388
lukasj@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



EXHIBIT 4

Gilford, Benjamin P. (Assoc-Chi-IP-Tech)

From: Lewis, Damon <damon.lewis@dlapiper.com>
Sent: Friday, February 5, 2021 3:12 PM
To: Lukas Jr., James J. (Shld-Chi-IP-Tech); Cunningham, Sean; Biggs, Brian; Gibson, Erin; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M.; Miller, Tiffany; Sikorski, Ed
Cc: Levinstein, Matthew J. (Shld-Chi-IP-Tech); Sand, Callie (Assoc-Chi-IP-Tech); Gilford, Benjamin P. (Assoc-Chi-IP-Tech); Levinstein, Matthew J. (Shld-Chi-IP-Tech); Jarosik, Gary (Shld-Chi-IP-Tech); Jarosik, Keith (Shld-Chi-IP-Tech); Schladweiler, Benjamin (Shld-DEL-IP-Tech)
Subject: RE: Chervon - One World

EXTERNAL TO GT

Counsel,

Chervon and its counsel are currently in violation of the protective order. Your purported "compromise" would continue to violate the protective order. Therefore, **we will extend until Today at 4:45pm ET** your deadline to remove the violative document from discovery, or we will be forced to seek relief from the PTAB, and we will do so today.

Once you remove the violative document, we will schedule a meet and confer to discuss.

Thanks,

Damon

From: lukasj@gtlaw.com <lukasj@gtlaw.com>
Sent: Friday, February 5, 2021 2:46 PM
To: Lewis, Damon <damon.lewis@us.dlapiper.com>; Cunningham, Sean <Sean.Cunningham@us.dlapiper.com>; Biggs, Brian <Brian.Biggs@us.dlapiper.com>; Gibson, Erin <Erin.Gibson@us.dlapiper.com>; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M. <Jim.Heintz@us.dlapiper.com>; Miller, Tiffany <tiffany.miller@us.dlapiper.com>; Sikorski, Ed <Ed.Sikorski@us.dlapiper.com>
Cc: levinsteinm@gtlaw.com; sandc@gtlaw.com; gilfordb@gtlaw.com; levinsteinm@gtlaw.com; Jarosikg@gtlaw.com; jarosikk@gtlaw.com; schladweilerb@gtlaw.com
Subject: Chervon - One World

[EXTERNAL]

Dear Defendants' counsel (*i.e.*, DLA Piper/counsel for One World Technologies, Inc., Techtronic Industries Co., Ltd., and Homelite Consumer Products, Inc.):

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As Defendants' counsel is aware, Mr. Sowell is an employee of Defendants and his deposition transcript was produced in the Delaware litigation on an HC-AEO basis to counsel for the same parties (*i.e.*, Defendants) that provided the

purported confidential information contained in the transcript. The transcript was produced in response to document requests issued by Defendants. (See, e.g., Defendants' RFP Nos. 9, 39, 44, 57, 60, and 61.) Simply put, Defendants do not – and cannot – identify any alleged harm or prejudice caused by Chervon's production of Defendants' purported confidential material back to Defendants' counsel. To the extent Defendants have any caselaw supporting that a party can be harmed or prejudiced by having its own confidential material produced back to its counsel, please provide such law immediately.

The Sowell deposition transcript is also directly relevant to at least Chervon's document requests nos. 6, 19, 34, 42, 87, 99, 100, and 137. Notably, however, Defendants have failed to produce the transcript to Chervon. Defendants' failure to produce the Sowell transcript and their attempt to engage in a frivolous effort to impede discovery in the Delaware litigation once again confirms that Defendants continue to improperly withhold relevant documents from Chervon. To the extent Defendants contend that production of the transcript is a use of the transcript in another proceeding and that Chervon would need to agree that Defendants can produce the transcript in the Delaware litigation, Chervon agrees that Defendants can make such a production.

As a compromise, Chervon will withdraw the HC-AEO Sowell deposition transcript from its production and replace it with a redacted Sowell deposition transcript provided: (i) Defendants agree to produce the HC-AEO version of the Sowell deposition transcript in response to Chervon's document requests by COB on Monday February 7; and (ii) Defendants agree to drop their request for a teleconference with the Board. Should Defendants agree to produce the HC-AEO version as requested, Chervon will not seek any further relief from the Court. If this compromise does not resolve the issue, please provide your availability for a meet-and-confer.

Very truly yours,

James

James J. Lukas, Jr.
Greenberg Traurig, LLP
77 West Wacker Drive | Suite 3100 | Chicago, IL 60601
T +1 312.456.1038 | F +1 312.899.0388
lukasj@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



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EXHIBIT 5

Gilford, Benjamin P. (Assoc-Chi-IP-Tech)

From: Lukas Jr., James J. (Shld-Chi-IP-Tech)
Sent: Monday, February 15, 2021 12:46 PM
To: Lewis, Damon; Cunningham, Sean; Biggs, Brian; Gibson, Erin; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M.; Miller, Tiffany; Sikorski, Ed
Cc: Levinstein, Matthew J. (Shld-Chi-IP-Tech); Sand, Callie (Assoc-CHI-IP-Tech); Gilford, Benjamin P. (Assoc-Chi-IP-Tech); Levinstein, Matthew J. (Shld-Chi-IP-Tech); Jarosik, Gary (Shld-Chi-IP-Tech); Jarosik, Keith (Shld-Chi-IP-Tech); Schladweiler, Benjamin (Shld-DEL-IP-Tech)
Subject: RE: Chervon - One World

Dear Defendants' and Petitioner's Counsel (the law firm of DLA Piper),

On February 10, 2021, in the federal litigation involving Chervon and Defendants, Chervon's counsel deleted its previous February 3, 2021 production of the volume which included the Sowell deposition transcript that was designated Highly Confidential-Attorneys' Eyes Only (see CHERVON31871-31981) and produced a new replacement volume that included a redacted version of the Sowell deposition transcript with the same bates range.

The original production of the Sowell deposition transcript was made by Chervon/GT paralegal Sammi Meas to only: damon.anderson@dlapiper.com, the attorneys and paralegals from Defendants' and Petitioner's counsel's law firm DLA Piper who are included in the email reflector dlachervon-oneworld@dlapiper.com, and Chervon/GT attorneys Erik Bokar, Ben Gilford, Matthew Levinstein, James Lukas, and Callie Sand. Mr. Levinstein, the Chervon/GT attorney who took the Sowell deposition in the PTAB, is the only Chervon/GT attorney to have accessed the original production. GT's e-discovery vendor DC Data assisted in the production and had access to the originally-produced volume. No other persons or entities and no third parties had access to nor viewed the originally-produced volume with the Highly Confidential-Attorneys' Eyes Only Sowell deposition transcript. Chervon reserves all of its rights in the PTAB proceedings.

Please confirm Defendants' agreement to produce a Highly Confidential-Attorneys' Eyes Only version of the Sowell deposition transcript in the federal litigation (the transcript is responsive to at least Chervon's document requests nos. 6, 19, 34, 42, 87, 99, 100, and 137).

Very truly yours,

James

James J. Lukas, Jr.
Greenberg Traurig, LLP
77 West Wacker Drive | Suite 3100 | Chicago, IL 60601
T +1 312.456.1038 | F +1 312.899.0388
lukasj@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: Lewis, Damon <damon.lewis@dlapiper.com>
Sent: Friday, February 5, 2021 3:12 PM
To: Lukas Jr., James J. (Shld-Chi-IP-Tech) <lukasj@gtlaw.com>; Cunningham, Sean <sean.cunningham@dlapiper.com>;

Biggs, Brian <brian.biggs@dlapiper.com>; Gibson, Erin <erin.gibson@dlapiper.com>; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M. <jim.heintz@dlapiper.com>; Miller, Tiffany <tiffany.miller@dlapiper.com>; Sikorski, Ed <ed.sikorski@dlapiper.com>
Cc: Levinstein, Matthew J. (Shld-Chi-IP-Tech) <levinsteinm@gtlaw.com>; Sand, Callie (Assoc-CHI-IP-Tech) <sandc@gtlaw.com>; Gilford, Benjamin P. (Assoc-CHI-IP-Tech) <gilfordb@gtlaw.com>; Levinstein, Matthew J. (Shld-Chi-IP-Tech) <levinsteinm@gtlaw.com>; Jarosik, Gary (Shld-Chi-IP-Tech) <Jarosikg@gtlaw.com>; Jarosik, Keith (Shld-Chi-IP-Tech) <jarosikk@gtlaw.com>; Schladweiler, Benjamin (Shld-DEL-IP-Tech) <schladweilerb@gtlaw.com>
Subject: RE: Chervon - One World

EXTERNAL TO GT

Counsel,

Chervon and its counsel are currently in violation of the protective order. Your purported “compromise” would continue to violate the protective order. Therefore, **we will extend until Today at 4:45pm ET** your deadline to remove the violative document from discovery, or we will be forced to seek relief from the PTAB, and we will do so today.

Once you remove the violative document, we will schedule a meet and confer to discuss.

Thanks,

Damon

From: lukasj@gtlaw.com <lukasj@gtlaw.com>

Sent: Friday, February 5, 2021 2:46 PM

To: Lewis, Damon <damon.lewis@us.dlapiper.com>; Cunningham, Sean <Sean.Cunningham@us.dlapiper.com>; Biggs, Brian <Brian.Biggs@us.dlapiper.com>; Gibson, Erin <Erin.Gibson@us.dlapiper.com>; erin.larson@dlapiper.com; dlachervon-oneworld@dlapiper.com; Heintz, James M. <Jim.Heintz@us.dlapiper.com>; Miller, Tiffany <tiffany.miller@us.dlapiper.com>; Sikorski, Ed <Ed.Sikorski@us.dlapiper.com>

Cc: levinsteinm@gtlaw.com; sandc@gtlaw.com; gilfordb@gtlaw.com; levinsteinm@gtlaw.com; Jarosikg@gtlaw.com; jarosikk@gtlaw.com; schladweilerb@gtlaw.com

Subject: Chervon - One World

[EXTERNAL]

Dear Defendants’ counsel (*i.e.*, DLA Piper/counsel for One World Technologies, Inc., Techtronic Industries Co., Ltd., and Homelite Consumer Products, Inc.):

Thank you for your attached emails. We find Defendants’ email troubling, without merit, and yet another example of Defendants’ refusal to participate in the discovery process in good faith.

To be absolutely clear, Defendants’ counsel is contending that Chervon’s production of Defendants’ own confidential information back to Defendants’ counsel is a protective order violation and sanctionable conduct.

As Defendants’ counsel is aware, Mr. Sowell is an employee of Defendants and his deposition transcript was produced in the Delaware litigation on an HC-AEO basis to counsel for the same parties (*i.e.*, Defendants) that provided the purported confidential information contained in the transcript. The transcript was produced in response to document requests issued by Defendants. (*See, e.g.*, Defendants’ RFP Nos. 9, 39, 44, 57, 60, and 61.) Simply put, Defendants do not – and cannot – identify any alleged harm or prejudice caused by Chervon’s production of Defendants’ purported confidential material back to Defendants’ counsel. To the extent Defendants have any caselaw supporting that a party

can be harmed or prejudiced by having its own confidential material produced back to its counsel, please provide such law immediately.

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Very truly yours,

James

James J. Lukas, Jr.
Greenberg Traurig, LLP
77 West Wacker Drive | Suite 3100 | Chicago, IL 60601
T +1 312.456.1038 | F +1 312.899.0388
lukasj@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



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EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CHERVON (HK) LIMITED,)	
CHERVON NORTH AMERICA, INC.)	
)	
<i>Plaintiffs,</i>)	C.A. No. 19-1293-LPS
)	
v.)	
)	
ONE WORLD TECHNOLOGIES, INC.,)	
TECHTRONIC INDUSTRIES CO.)	
LTD.,)	
)	
<i>Defendants.</i>)	
)	

**PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION TO DEFENDANTS (NOS. 1-101)**

Pursuant to Fed. R. Civ. P. 34, Plaintiffs Chervon (HK) Limited and Chervon North America, Inc. (collectively “Chervon”) request that Defendants One World Technologies, Inc. and Techtronic Industries Co. Ltd. (collectively “One World”) produce for inspection and copying within thirty (30) days of service of these Requests for Production, at the offices of the attorneys for Chervon, Greenberg Traurig LLP, 77 West Wacker Drive, Suite 3100, Chicago, Illinois, 60601, or at such other time and place as may be agreed, the documents and things within One World’s possession, custody, or control set forth below. The following definitions and instructions apply:

DEFINITIONS

1. “Chervon” means Plaintiffs Chervon (HK) Limited and Chervon North America, Inc.
2. One World” means Defendants One World Technologies, Inc. and Techtronic Industries Co. Ltd., including without limitation all of their corporate locations, and all

predecessors, successors, subsidiaries, parents, assignees, assignors, and affiliates, and all past or present directors, officers, shareholders, agents, representatives, employees, consultants, attorneys, accountants, entities acting in joint venture or partnership with or having investment relationships with One World and others acting in cooperation with or on behalf of One World.

3. The terms “document” and “documents” are used herein in the broadest sense permissible under Rule 34 of the Federal Rules of Civil Procedure, and include, but are not limited to, any things, any written, recorded or tangible graphic matter, or any other means of preserving data, expression, facts, opinions, thought, images, or other information of any kind, including without limitation all non-identical copies, drafts, out takes, subsequent versions, worksheets and proofs, however created or recorded, including without limitation audio tapes, annotations, calendars, correspondence, data or information of any kind recorded on compact disks, digital video diskettes, or any other type or form of diskettes for use with computers or other electronic devices, or any hard drive, diary entries, electronic recordings of any kind, e-mail, memoranda, notes, photographs, reports, telephone slips and logs, video cartridges and videotapes, and sites, databases, or other means of information storage or retrieval on the Internet or the World Wide Web. These terms are to be interpreted broadly to include documents stored in *any* medium and specifically includes electronically stored information (“ESI”) such as e-mail and documents maintained in electronic form on One World’s websites, servers, and stand alone computers and hard drives.¹

¹ ESI includes, but is not be limited to, all text files (including word processing documents), spread sheets, e-mail files and information concerning e-mail (including all metadata fields, logs of e-mail history and usage, header information and “deleted” files including all potentially relevant data contained in free or slack space), Internet history files and preferences, graphical image format (“GIF”), tagged image file format (“TIFF”), portable document format (“PDF”) files, databases, contacts, tasks, calendar and scheduling information, computer system activity logs, all file fragments, and backup files containing Electronic Data.

4. “All” shall be construed to include “any” and “each,” “any” shall be construed to include “all” and “each,” and “each” shall be construed to include “all” and “any,” in each case as is necessary to bring within the scope of these Requests documents and things that might otherwise be construed as outside their scope.

5. The singular form of a word should be interpreted in the plural as well. Any pronoun shall be construed to refer to the masculine, feminine, or neuter gender, whichever in each case is broadest. The words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

6. “Person” or “persons” means any individual or firm, association, organization, joint venture, trust, partnership, corporation, or other collective organization or entity.

7. “Entity” means any person.

8. “Including” means including but not limited to.

9. “You” and “your” refer to One World.

10. “Patents-in-Suit” means United States Patent Nos. 9,060,463 (“the ‘463 patent”); 9,596,806 (“the ‘806 patent”); 9,826,686 (“the ‘686 patent”); 9,986,686 (“the ‘6686 patent”); 10,070,588 (“the ‘588 patent”); 9,648,805 (“the ‘805 patent”); and/or any other patent asserted in any amended complaint.

11. “Accused Products” means any One World products that Chervon identified in its Complaint, infringement contentions, and any additional products that are not colorably different from those products.

12. “Prior Art” includes any documents, event, thing, or subject matter of the type set forth in or relevant under 35 U.S.C. § 102 and/or 35 U.S.C. § 103.

13. “Related Litigations” means any litigation, administrative proceeding, arbitration, mediation, lawsuit, International Trade Commission action, settlement, or other legal action involving any of the Patents-in-Suit or the Accused Products and any appeal.

14. The term “relating” includes but is not limited to the following meanings: pertaining, concerning, referring, discussing, mentioning, containing, reflecting, evidencing, constituting, describing, showing, identifying, proving, disproving, consisting of, supporting, contradicting, in any way legally, logically, or factually connected with the matters referenced.

15. “The Litigation” means the above-referenced civil action filed by Chervon against One World, C.A. No. 19-1293-LPS, D. Del.

INSTRUCTIONS

These requests shall apply to all items (*e.g.*, documents or things) in your possession, custody, or control at the present time, as well as all items that come into your possession, custody, or control. If you know of the existence, past or present, of any items requested below, but are unable to produce such items because they are not presently in your possession, custody or control, you shall so state and shall provide a written statement setting forth:

- (a) the identity of the item;
- (b) the nature of the item (*e.g.*, letter, memorandum, or chart);
- (c) the identity of the person(s) who created (*e.g.*, authored) the item;
- (d) the identity of any person who received a copy of the item;
- (e) the date of the item;
- (f) a brief description of the subject matter of the item; and
- (g) the identity of any person who has possession, custody, or control of the item.

1. If no documents are responsive to a particular request, state that no responsive documents exist.

2. For any responsive items (*e.g.*, documents or things) that have been lost, destroyed, withheld from production, or redacted, for any reason, you shall provide a written statement setting forth:

- (a) the identity of the item;
- (b) the nature of the item (*e.g.*, letter, memorandum, or chart);
- (c) the identity of the persons(s) who created (*e.g.*, authored) the item;
- (d) the identity of any person who received a copy of the item;
- (e) the date of the item;
- (f) a brief description of the subject matter of the item; and
- (g) the circumstances of the loss or destruction of the item or any fact, statute, rule, or decision upon which you rely in withholding or redacting the item.

3. If you decline to produce any document or part thereof based on a claim of privilege or any other claim, describe the nature and basis of your claim and the information withheld in a manner sufficient:

- (a) to disclose the facts upon which you rely in asserting your claim;
- (b) to permit the grounds and reasons for withholding the information to be unambiguously identified; and
- (c) to permit the information withheld to be unambiguously identified.

4. All documents requested are to be produced in the same file or other organizational environment in which they are maintained. For example, a document that is part of a file, docket, or other grouping should be physically produced together with all other

documents from said file, docket or grouping, in the same order or manner of arrangement as in the original.

5. You shall keep and produce a record of the source of each document produced. This shall include the name and location of the file where each document was located and the name of the person, group, or department having possession, custody, or control of each document.

DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 1. All documents requested by any interrogatory served by Chervon, identified in One World's response thereto, or consulted or relied upon in the formulation of One World's response thereto.

DOCUMENT REQUEST NO. 2. All documents supporting, refuting, or otherwise relating to any pleading in this litigation, including but not limited to One World's Answer and Affirmative Defenses (including any amendments or supplements).

DOCUMENT REQUEST NO. 3. Documents relating to One World's document retention and/or document destruction policies or practices, including any policies concerning the retention or destruction of email or voice mail messages, and any efforts by One World to preserve documents or things relating to the subject matter of the Litigation.

DOCUMENT REQUEST NO. 4. Organizational charts and documents sufficient to show One World's organizational structure, including the identity of One World's officers and managers and the number of One World employees.

DOCUMENT REQUEST NO. 5. Documents sufficient to identify all current and former directors, officers, employees, agents or representatives of One World who had any involvement in the design, development, testing, manufacture, marketing or sale of the Accused Products.

DOCUMENT REQUEST NO. 6. All documents relating to the Patents-in-Suit.

DOCUMENT REQUEST NO. 7. All documents relating to Chervon, and/or any of the named inventors of the Patents-in-Suit.

DOCUMENT REQUEST NO. 8. All documents relating to the structure, function, or operation of any Accused Product, including without limitation any drawings, specifications, schematics, source code, software architecture, flow charts, component lists, user manuals, instructions, directions for use, white papers, and product literature.

DOCUMENT REQUEST NO. 9. All test reports, qualitative analyses, quantitative analysis, performance studies, and the like relating to the Accused Products.

DOCUMENT REQUEST NO. 10. All documents concerning any royalty paid by or to One World for a patent license related to the Accused Products, judgment, lost profits award, or lost profits demand relating to the Accused Products, mowers, and/or power equipment.

DOCUMENT REQUEST NO. 11. All documents and evidence requested and obtained from any third parties pursuant to discovery in the Litigation.

DOCUMENT REQUEST NO. 12. All documents and things relating to One World's decision to design and develop any Accused Product, including all documents relating to any evaluations, capital expense requests, management justifications, comparisons with other products, or the like.

DOCUMENT REQUEST NO. 13. All documents relating to royalty rates customarily or typically paid in the United States for intellectual property rights relating to mowers and/or power equipment.

DOCUMENT REQUEST NO. 14. All documents relating to One World's policies, procedures, and/or programs that involve licensing, both in-bound and out-bound.

DOCUMENT REQUEST NO. 15. All documents concerning any of the Patents-in-Suit or the applications that resulted in the issuance of them, including but not limited to any communications between One World and any other person or entity relating to any of the Patents-in-Suit.

DOCUMENT REQUEST NO. 16. All documents relating to any comparison of the claims of the Patents-in-Suit to the Accused Products, any other One World products, and/or any other third-party products.

DOCUMENT REQUEST NO. 17. All assignments or licenses relating to the Accused Products.

DOCUMENT REQUEST NO. 18. All documents constituting or relating to communications between One World and any other person or entity regarding Chervon, the Litigation, and/or the Related Litigations.

DOCUMENT REQUEST NO. 19. All witness statements, expert reports, declarations or affidavits obtained by, provided to or offered on behalf of One World in connection with the Patents-in-suit, the Litigation, and/or Related Litigations.

DOCUMENT REQUEST NO. 20. All documents constituting or relating to any communications between One World and any consultant in connection with the Patents-in-Suit, the Litigation, and/or Related Litigations.

DOCUMENT REQUEST NO. 21. All documents exchanged between One World and any expert witness that One World expects to testify at any hearing or trial in the Litigation.

DOCUMENT REQUEST NO. 22. For any expert retained by One World to testify at trial in the Litigation, all hearing transcripts, deposition transcripts, declarations, affidavits, or expert reports containing testimony or other statements made in connection with any other legal proceeding in which such expert has testified regarding any mowers and/or power equipment, patent validity, patent infringement, patent enforcement, or damages.

DOCUMENT REQUEST NO. 23. All documents that One World anticipates offering into evidence at any hearing or at trial in the Litigation.

DOCUMENT REQUEST NO. 24. All charts of accounts and accounting policies and procedures manuals for One World and its divisions, subsidiaries or affiliates that manufacture, offer for sale, or sell the Accused Products.

DOCUMENT REQUEST NO. 25. All documents relating to the manufacture or distribution of the Accused Products, including, without limitation, documents sufficient to show the location at which each such Accused Product and each component thereof is manufactured, the person or persons supplying such manufacturing services, the time period during which such person or persons supplied manufacturing services, and the party for whom the Accused Products were manufactured.

DOCUMENT REQUEST NO. 26. All documents that analyze or study One World's fixed or variable expenses for any manufacturing, selling, and/or distribution of the Accused Products.

DOCUMENT REQUEST NO. 27. All planning or strategy documents, including, but not limited to, budgets, sales forecasts, business plans, and marketing plans which refer, include, or relate to the Accused Products.

DOCUMENT REQUEST NO. 28. All documents relating to historical and projected customer preferences and desired attributes for the Accused Products.

DOCUMENT REQUEST NO. 29. Financial documents for One World as a whole and the divisions, subsidiaries, affiliates, or business segments selling the Accused Products, including but not limited to audited financial statements; unaudited interim financial statements; financial statements prepared for banks and other creditors; financial reports prepared for related parties including but not limited to subsidiaries or a parent company; and financial reports prepared for the Board of Directors.

DOCUMENT REQUEST NO. 30. A sample of each Accused Product, including preliminary designs, prototypes, preproduction models, and demonstration models, whether in the possession or control of One World or of any entity working on behalf of or for One World.

DOCUMENT REQUEST NO. 31. All documents concerning Chervon or Chervon's mowers, including but not limited to communications with customers, potential customers, employees, agents, consultants, or any other person or entity regarding Chervon, and any competitive or market intelligence regarding Chervon or its products.

DOCUMENT REQUEST NO. 32. All documents relating to any comparison of the claims of the Patents-in-Suit or any commercial embodiment of the Patents-in-Suit to the Accused Products or any other One World products.

DOCUMENT REQUEST NO. 33. All documents relating to any technical or legal opinions or advice relating to One World's infringement of the Patents-in-Suit and the validity, invalidity, enforceability, and/or unenforceability of the Patents-in-Suit.

DOCUMENT REQUEST NO. 34. All documents relating to any Related Litigations.

DOCUMENT REQUEST NO. 35. All documents identified in, referred to or relied upon in preparing answers to Chervon's discovery requests.

DOCUMENT REQUEST NO. 36. All documents relied on, used, considered, reviewed, or consulted by you to prepare any disclosures or contentions provided under the Local Patent Rules, including but not limited to One World's Initial Disclosures, One World's Initial or Final Non-Infringement, Unenforceability and Invalidity Contentions, and One World's disclosures relating to Claim Construction (including any supplements or amendments thereto), as well as all documents identified in any of the foregoing.

DOCUMENT REQUEST NO. 37. All engineering specifications, assembly drawings, production drawings, parts drawings, schematic drawings or layouts, parts lists, bills of material, prototypes, manufacturing models, specification sheets, sales manuals, brochures, instruction or operating manuals, user manuals, or technical bulletins for each Accused Product.

DOCUMENT REQUEST NO. 38. All documents relating to the design, development, construction, manufacture or operation of the Accused Products, including sketches, engineering or production drawings and schematics, engineering or production change notices, engineering files, design documentation, production or product specifications and data sheets.

DOCUMENT REQUEST NO. 39. All documents related to the structure, function, performance, or operation of each of the Accused Products.

DOCUMENT REQUEST NO. 40. All documents relating to any alleged non-infringing uses of the Accused Products.

DOCUMENT REQUEST NO. 41. All documents and things concerning any purported non-infringing alternatives to the inventions claimed in the Patents-in-Suit, including but not limited

to the identification, availability, acceptability, and cost of using or implementing any such alternatives; the specific alterations that would be made to the Accused Products to effectuate such alternatives; and the steps, costs, and time required to develop and implement each alternative.

DOCUMENT REQUEST NO. 42. All documents produced by One World in any Related Litigations.

DOCUMENT REQUEST NO. 43. All documents relating to the earliest date on which One World first became aware of the existence of each of the Patents-in-Suit or the applications that resulted in the issuance of them.

DOCUMENT REQUEST NO. 44. All documents relating to the circumstances under which One World first became aware of the existence of each of the Patents-in-Suit or the applications that resulted in the issuance of them.

DOCUMENT REQUEST NO. 45. Documents and things sufficient to identify each Accused Product (by name and/or model number) made, used, offered for sale and/or sold within the United States (or imported into the United States) by or for One World.

DOCUMENT REQUEST NO. 46. All documents and things relating to any (a) conception; (b) design; (c) development; (d) testing; (e) use or implementation; (f) marketing; and (g) sales of the Accused Products.

DOCUMENT REQUEST NO. 47. All documents relating to any analysis, evaluation, or reverse-engineering of Chervon's mowers.

DOCUMENT REQUEST NO. 48. All documents relating to services or warranties involving the Accused Products.

DOCUMENT REQUEST NO. 49. All documents relating to repair, replacement, or reconstruction of the Accused Products.

DOCUMENT REQUEST NO. 50. All documents and things showing the date on which each Accused Product was first made, launched, used, sold, and/or offered for sale in the United States or imported into the United States by or on behalf of One World.

DOCUMENT REQUEST NO. 51. All documents and things relating to the determination of a sales price for any Accused Product and/or expected profits from the sale of any Accused Product.

DOCUMENT REQUEST NO. 52. To the extent that One World contends that Chervon is not entitled to lost profits, any documents supporting its contention of no lost profits.

DOCUMENT REQUEST NO. 53. Documents sufficient to identify the dollar and unit volume of sales of each Accused Product sold by One World.

DOCUMENT REQUEST NO. 54. Documents sufficient to show on a monthly (or other periodic) basis, the unit volume of Accused Products sold within the United States by or for One World (or imported into the United States by or for One World), including without limitation sales made to end-users, customers, clients, distributors or resellers.

DOCUMENT REQUEST NO. 55. Documents sufficient to show on a monthly (or other periodic) basis, the gross revenues, gross profits, net revenues and net profits (and any other forms, treatments or characterizations of revenue or profit information generated, maintained or analyzed by One World) realized by One World that are directly or indirectly attributable to the sale or importation of any of the Accused Products within the United States.

DOCUMENT REQUEST NO. 56. Documents and things sufficient to show One World's pricing of each Accused Product.

DOCUMENT REQUEST NO. 57. Documents relating to any service or warranty contracts entered into relating to the Accused Products during the period extending from the date of first use, sale, or manufacture of the Accused Products through the present.

DOCUMENT REQUEST NO. 58. Documents and things sufficient to show how One World sets or determines its pricing for the Accused Products.

DOCUMENT REQUEST NO. 59. All documents and things relating to any internal charges or offsets attributable to any of One World's Accused Products.

DOCUMENT REQUEST NO. 60. Documents and things sufficient to show the monthly (or other periodic) cost to One World of providing, maintaining, servicing, operating, or supporting its Accused Products.

DOCUMENT REQUEST NO. 61. Gross margin statements, product line profitability and product cost reports for the Accused Products, the product line, and the divisions, subsidiaries, or business segment that manufactured and marketed the Accused Products.

DOCUMENT REQUEST NO. 62. Standard cost sheets and costed bills of material for the Accused Products.

DOCUMENT REQUEST NO. 63. Actual cost or standard cost and variance analyses for each Accused Product.

DOCUMENT REQUEST NO. 64. Any and all analyses of corporate, division, subsidiary or business segment expenses that characterize expenses attributable to the manufacture or sale of

the Accused Products as fixed or variable for the period extending from the date of first use, sale, or manufacture of the Accused Products through the present.

DOCUMENT REQUEST NO. 65. All documents relating to the Accused Products including sales reports, sales summaries, sales analyses, projections, histories, graphs, tables, market share analyses, geographic sales, sale contracts and agreements, price lists, price studies, business plans, strategic plans, economic studies, and shipping reports.

DOCUMENT REQUEST NO. 66. All charts of accounts and accounting policies and procedures manuals for One World and its divisions, subsidiaries, or affiliates that manufacture, offer for sale, or sell the Accused Products.

DOCUMENT REQUEST NO. 67. All documents relating to the costs, sales prices, sales levels, and profits that One World has experienced in the past, could or should have experienced in the past, is currently experiencing, or projects experiencing in the future, with respect to the Accused Products.

DOCUMENT REQUEST NO. 68. All documents relating to the use and performance of the Accused Products, including, without limitation, all product testing and evaluation documents.

DOCUMENT REQUEST NO. 69. All documents that refer or relate to the market, market share, or demand for the Accused Products, including, but not limited to, the identity of other competitors in the market, the relative price elasticity of the market, and documents related to the relative importance of any particular product features or characteristics to consumers in that market.

DOCUMENT REQUEST NO. 70. All license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements

involving the Accused Products, and all documents, including correspondence, constituting part of any negotiations regarding license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements and possible license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements involving Accused Products that did not result, or have not yet resulted, in any executed agreement.

DOCUMENT REQUEST NO. 71. All license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements involving mowers and/or power equipment, and all documents, including correspondence, constituting part of any negotiations regarding license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements and possible license agreements, technology agreements, sublicenses, assignments, settlement agreements, covenants not to sue, or other agreements involving mowers and/or power equipment that did not result, or have not yet resulted, in any executed agreement.

DOCUMENT REQUEST NO. 72. All opinions prepared by or on behalf of One World or received by One World, relating to the validity, patentability, enforceability, infringement, or non-infringement of the Patents-in-Suit, including, but not limited to, all documents referenced in said opinion and all documents referring to said opinion.

DOCUMENT REQUEST NO. 73. All market studies or surveys, market analyses or evaluations, business plans, marketing plans, strategic plans, reports concerning competitors, reports concerning Chervon and competitive reviews or analyses or other analyses of market or sales potential relating to the subject matter of the Accused Products.

DOCUMENT REQUEST NO. 74. All documents relating to a lump sum royalty or royalty rates paid or offered that relate to the subject matter of the Patents-in-Suit.

DOCUMENT REQUEST NO. 75. All catalogs, advertisements, brochures, bulletins, price lists, circulars, press releases, scientific or commercial articles, presentations, informational materials, and other advertising or promotional materials One World has prepared or has had others prepare, published or participated in the preparation or publication of, involving its sale or marketing of the Accused Products.

DOCUMENT REQUEST NO. 76. Documents and things sufficient to show the customer name, quantity of units bought, sales price per unit, and total dollars billed for each transaction in which One World sold any of the Accused Products.

DOCUMENT REQUEST NO. 77. All user, assembly, operation, training and instruction manuals relating to the Accused Products.

DOCUMENT REQUEST NO. 78. All claim charts that compare elements of the claims of the Patents-in-Suit to any One World device or product.

DOCUMENT REQUEST NO. 79. All invoices that include the sale of any Accused Products.

DOCUMENT REQUEST NO. 80. Any forecasts or projections (e.g., revenue forecasts, cost of goods sold forecasts, capital expenditure forecasts, etc.) for all Accused Products.

DOCUMENT REQUEST NO. 81. Documents sufficient to show the following information for the Accused Products:

- a) Total gross and net revenue (by product, customer, period, and location);
- b) Total quantity of units sold (by product, customer, period, and location);

- c) Cost of goods sold, including, but not limited to, direct purchases, direct labor, indirect and/or overhead costs, and any allocation of those direct, indirect, and/or overhead costs to the Accused Products.
- d) Actual total cost or variances from standard cost;
- e) Gross and net profits; and
- f) All costs other than standard costs, including but limited to, selling, advertising, general and administrative expenses, and any allocation of these expenses to the Accused Products.

DOCUMENT REQUEST NO. 82. All documents relating to any changes or modifications in or to the design of the Accused Products, including, but not limited to, all documents relating to the reasons for such modifications.

DOCUMENT REQUEST NO. 83. All Prior Art searches relating to the Patents-in-Suit.

DOCUMENT REQUEST NO. 84. All documents or things that One World claims may constitute prior art, alone or in combination, and that may be in any way material or otherwise relevant to the scope, validity, or enforceability of any of the Patents-in-Suit.

DOCUMENT REQUEST NO. 85. All documents relating to the scope, interpretation, and/or meaning of any term recited in the claims of the Patents-in-Suit.

DOCUMENT REQUEST NO. 86. To the extent that One World contends that its infringement of any of the Patents-in-Suit was not willful and that Chervon is not entitled to enhanced damages, all documents relating to, supporting, or refuting that contention.

DOCUMENT REQUEST NO. 87. All documents relating to the validity or invalidity, enforceability or non-enforceability, or infringement or non-infringement of any of the Patents-

in-Suit or any claim thereof, including any analysis or opinion, prior art search report, or investigation reports relied upon, reviewed, generated, performed, commissioned, ordered, requested, received, contracted or purchased by One World or any other person with respect to the Patents-in-Suit.

DOCUMENT REQUEST NO. 88. All communications between One World and its customers or prospective customers, including any distributors, retailers, sellers, brokers or independent representatives regarding Chervon, the Accused Products, the Patents-in-Suit, the Patented Products, the Litigation, and/or the Related Litigations, including but not limited to any instructions given or intended to be given directly or indirectly to customers regarding use of the Accused Products.

DOCUMENT REQUEST NO. 89. Documents sufficient to identify One World's customers for the Accused Products, including the specific products sold to those customers and the amount of such sales in both dollars and units on an annual basis.

DOCUMENT REQUEST NO. 90. All documents, including but not limited to contracts, with retailers, individuals, or individuals' agents, which directly or indirectly relate to the sale of the Accused Products.

DOCUMENT REQUEST NO. 91. All documents relating to One World's use, testing and demonstration of any Accused Product.

DOCUMENT REQUEST NO. 92. All documents relating to any design arounds or non-infringing alternatives for any of the Patents-in-Suit, including any hypothetical non-infringing alternatives.

DOCUMENT REQUEST NO. 93. All documents concerning the technical, commercial, and/or financial feasibility of designing around any of the Patents-in-Suit.

DOCUMENT REQUEST NO. 94. All patents and patent applications that you contend cover any aspect of the Accused Products.

DOCUMENT REQUEST NO. 95. All documents relating to the filing, prosecution, and maintenance of any patents relating to the Accused Products and deliberations about whether to file, prosecute, and maintain such patents, including the files of any and all attorneys or agents involved.

DOCUMENT REQUEST NO. 96. All documents relied on, used, considered, reviewed, or consulted to prepare One World's invalidity contentions in the Litigation or the Related Litigations.

DOCUMENT REQUEST NO. 97. All documents upon which One World relies to support any of the denials, allegations, affirmative defenses or statements in One World's Answer in the Litigation.

DOCUMENT REQUEST NO. 98. All catalogs, manuals, instruction booklets, and advertisements for each Accused Product.

DOCUMENT REQUEST NO. 99. All documents not otherwise responsive to the foregoing requests which are relevant to the Patents-in-Suit, the Related Litigations, and/or the Litigation.

DOCUMENT REQUEST NO. 100. All documents One World is required to produce pursuant to the Court's standing orders, the Court's scheduling order, the Local Rules of the United States District Court for the District of Delaware, and/or the Local Patent Rules of the United States District Court for the District of Delaware.

DOCUMENT REQUEST NO. 101. All English translations of any documents that are responsive to one or more of the preceding requests.

Dated: December 18, 2019

Respectfully submitted,

GREENBERG TRAURIG LLP

Of Counsel:

Michael A. Nicodema
GREENBERG TRAURIG, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932
T-973.360.7900/F-973.301.8410

James J. Lukas, Jr.
Matthew J. Levinstein
Callie J. Sand
Benjamin P. Gilford
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
T-312.456.8400/F-312.456.8435

/s/ Benjamin J. Schladweiler
Benjamin J. Schladweiler (Bar No. 4601)
The Nemours Building
1007 North Orange Street
Suite 1200
Wilmington, DE 19801
(302) 661-7000
schladweilerb@gtlaw.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that all counsel of record are being served with a copy of this document via email delivery on December 18, 2019.

/s/ Benjamin J. Schladweiler

Benjamin J. Schladweiler (#4601)

EXHIBIT 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CHERVON (HK) LIMITED,)	
CHERVON NORTH AMERICA, INC.)	
)	
<i>Plaintiffs,</i>)	C.A. No. 19-1293-LPS
)	
v.)	
)	JURY TRIAL DEMANDED
ONE WORLD TECHNOLOGIES, INC.,)	
TECHTRONIC INDUSTRIES CO. LTD.,)	
HOMELITE CONSUMER PRODUCTS)	
INC.,)	
)	
<i>Defendants.</i>)	

**PLAINTIFFS' FOURTH SET OF REQUESTS FOR
PRODUCTION TO DEFENDANTS (NOS. 129-139)**

Pursuant to Fed. R. Civ. P. 34, Plaintiffs Chervon (HK) Limited and Chervon North America, Inc. (collectively “Chervon”) request that Defendants One World Technologies, Inc., Techtronic Industries Co. Ltd., and Homelite Consumer Products Inc. (collectively “One World”) produce for inspection and copying within thirty (30) days of service of these Requests for Production, at the offices of the attorneys for Chervon, Greenberg Traurig LLP, 77 West Wacker Drive, Suite 3100, Chicago, Illinois, 60601, or at such other time and place as may be agreed, the documents and things within One World’s possession, custody, or control set forth below. The following definitions and instructions apply:

DEFINITIONS

1. “Chervon” means Plaintiffs Chervon (HK) Limited and Chervon North America, Inc.
2. “One World” means Defendants One World Technologies, Inc., Techtronic Industries Co. Ltd., and Homelite Consumer Products Inc., including without limitation all of

their corporate locations, and all predecessors, successors, subsidiaries, parents, assignees, assignors, and affiliates, and all past or present directors, officers, shareholders, agents, representatives, employees, consultants, attorneys, accountants, entities acting in joint venture or partnership with or having investment relationships with One World and others acting in cooperation with or on behalf of One World.

3. The terms “document” and “documents” are used herein in the broadest sense permissible under Rule 34 of the Federal Rules of Civil Procedure, and include, but are not limited to, any things, any written, recorded or tangible graphic matter, or any other means of preserving data, expression, facts, opinions, thought, images, or other information of any kind, including without limitation all non-identical copies, drafts, out takes, subsequent versions, worksheets and proofs, however created or recorded, including without limitation audio tapes, annotations, calendars, correspondence, data or information of any kind recorded on compact disks, digital video diskettes, or any other type or form of diskettes for use with computers or other electronic devices, or any hard drive, diary entries, electronic recordings of any kind, e-mail, memoranda, notes, photographs, reports, telephone slips and logs, video cartridges and videotapes, and sites, databases, or other means of information storage or retrieval on the Internet or the World Wide Web. These terms are to be interpreted broadly to include documents stored in *any* medium and specifically includes electronically stored information (“ESI”) such as e-mail and documents maintained in electronic form on One World’s websites, servers, and stand alone computers and hard drives.¹

¹ ESI includes, but is not be limited to, all text files (including word processing documents), spread sheets, e-mail files and information concerning e-mail (including all metadata fields, logs of e-mail history and usage, header information and “deleted” files including all potentially relevant data contained in free or slack space), Internet history files and preferences, graphical image format (“GIF”), tagged image file format (“TIFF”), portable

4. “All” shall be construed to include “any” and “each,” “any” shall be construed to include “all” and “each,” and “each” shall be construed to include “all” and “any,” in each case as is necessary to bring within the scope of these Requests documents and things that might otherwise be construed as outside their scope.

5. The singular form of a word should be interpreted in the plural as well. Any pronoun shall be construed to refer to the masculine, feminine, or neuter gender, whichever in each case is broadest. The words “and” and “or” shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

6. “Person” or “persons” means any individual or firm, association, organization, joint venture, trust, partnership, corporation, or other collective organization or entity.

7. “Entity” means any person.

8. “Including” means including but not limited to.

9. “You” and “your” refer to One World.

10. “Patents-in-Suit” means United States Patent Nos. 9,060,463 (“the ‘463 patent”); 9,596,806 (“the ‘806 patent”); 9,826,686 (“the ‘686 patent”); 9,986,686 (“the ‘6686 patent”); 10,070,588 (“the ‘588 patent”); 9,648,805 (“the ‘805 patent”); 10,477,772 (“the ‘772 patent”); 10,485,176 (“the ‘176 patent”); 10,524,420 (“the ‘420 patent”) and/or any other patent asserted in any amended complaint.

11. “Accused Products” means any One World products that Chervon identified in its Complaint, infringement contentions, and any additional products that are not colorably different from those products, whether such additional products are lawn mowers, snow blowers, or other lawn and garden tools, including but not limited to the following products: RY40108, RY40180, document format (“PDF”) files, databases, contacts, tasks, calendar and scheduling information, computer system activity logs, all file fragments, and backup files containing Electronic Data.

RY40180-Y, RY40109, RY40190, RY40190-Y, RY401011, RY401110-Y, RY401110-2X, RY401110-4X, RY401110-2B, RY401012, RY401120-Y, RY401120-2X, RY401120-4X, RY401120-2B, RY401130, RY40LM01, RY40LM10-Y, RY40LM10-2B, RY40LM03, RY40LM30, and RY40LM30-2B.

12. “Prior Art” includes any documents, event, thing, or subject matter of the type set forth in or relevant under 35 U.S.C. § 102 and/or 35 U.S.C. § 103.

13. “Related Litigations” means any litigation, administrative proceeding, arbitration, mediation, lawsuit, International Trade Commission action, settlement, or other legal action involving any of the Patents-in-Suit or the Accused Products and any appeal.

14. The term “relating” includes but is not limited to the following meanings: pertaining, concerning, referring, discussing, mentioning, containing, reflecting, evidencing, constituting, describing, showing, identifying, proving, disproving, consisting of, supporting, contradicting, in any way legally, logically, or factually connected with the matters referenced.

15. “The Litigation” means the above-referenced civil action filed by Chervon against One World, C.A. No. 19-1293-LPS, D. Del.

16. “The Asserted Claims” means the patent claims identified in Chervon’s infringement contentions.

17. “ANSI” means the American National Standards Institute.

18. “OPEI” means the Outdoor Power Equipment Institute.

19. “Standards Group” means any standard setting organization, standard developing organization, organizational partner, and/or industry partnership project that is involved in developing, coordinating, promulgating, revising, amending, reissuing, interpreting, or otherwise

producing technical standards relating to outdoor power equipment, including lawn mowers, snow blowers, trimmers, and the like.

20. “CPSC” means the Consumer Product Safety Commission.

21. The “Ineffective Priority Claim Contention” is One World’s statement: “. . . because the foreign priority claims for each of the ’588, ’772, ’176, and ’420 patents are ineffective under 35 U.S.C. § 119(a) and (c), and because the inventions claimed in these patents are fully disclosed in CN’186 and CN’363, the references CN’186 and CN’363 anticipate claims 1-20 of the ’588 patent, claims 1-18 of the ’772 patent, claims 1-12, 25-30 of the ’176 patent, and claims 1-15 of the ’420 patent,” and has the meaning denoted or connoted by One World in One World’s Initial Invalidity Contentions cover document. (One World’s Initial Invalidity Contentions Cover Document at 7.)

22. “The IPRs” means *inter partes* review numbers IPR2020-00883, IPR2020-00884, IPR2020-00885, IPR2020-00886, IPR2020-00887, and IPR2020-00888.

23. “The PGRs” means post-grant review numbers PGR2020-00059, PGR2020-00060, and PGR2020-00061.

24. The term “Reed Declarations” means the declarations of Edward Smith Reed submitted in support of the IPRs and the PGRs.

INSTRUCTIONS

These requests shall apply to all items (*e.g.*, documents or things) in your possession, custody, or control at the present time, as well as all items that come into your possession, custody, or control. If you know of the existence, past or present, of any items requested below, but are unable to produce such items because they are not presently in your possession, custody or control, you shall so state and shall provide a written statement setting forth:

- (a) the identity of the item;
- (b) the nature of the item (*e.g.*, letter, memorandum, or chart);
- (c) the identity of the person(s) who created (*e.g.*, authored) the item;
- (d) the identity of any person who received a copy of the item;
- (e) the date of the item;
- (f) a brief description of the subject matter of the item; and
- (g) the identity of any person who has possession, custody, or control of the item.

1. If no documents are responsive to a particular request, state that no responsive documents exist.

2. For any responsive items (*e.g.*, documents or things) that have been lost, destroyed, withheld from production, or redacted, for any reason, you shall provide a written statement setting forth:

- (a) the identity of the item;
- (b) the nature of the item (*e.g.*, letter, memorandum, or chart);
- (c) the identity of the persons(s) who created (*e.g.*, authored) the item;
- (d) the identity of any person who received a copy of the item;
- (e) the date of the item;
- (f) a brief description of the subject matter of the item; and
- (g) the circumstances of the loss or destruction of the item or any fact, statute, rule, or decision upon which you rely in withholding or redacting the item.

3. If you decline to produce any document or part thereof based on a claim of privilege or any other claim, describe the nature and basis of your claim and the information withheld in a manner sufficient:

- (a) to disclose the facts upon which you rely in asserting your claim;
- (b) to permit the grounds and reasons for withholding the information to be unambiguously identified; and
- (c) to permit the information withheld to be unambiguously identified.

4. All documents requested are to be produced in the same file or other organizational environment in which they are maintained. For example, a document that is part of a file, docket, or other grouping should be physically produced together with all other documents from said file, docket or grouping, in the same order or manner of arrangement as in the original.

5. You shall keep and produce a record of the source of each document produced. This shall include the name and location of the file where each document was located and the name of the person, group, or department having possession, custody, or control of each document.

DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 129. All documents considered and/or relied upon in forming the opinions presented in the Reed Declarations.

DOCUMENT REQUEST NO. 130. All communications and/or correspondence between One World or One World's counsel and Edward Smith Reed.

DOCUMENT REQUEST NO. 131. All facts or data provided to Edward Smith Reed by One World or One World's counsel.

DOCUMENT REQUEST NO. 132. All documents exchanged between One World or One World's counsel and Edward Smith Reed relating to his compensation or any assumptions that were provided by One World or One World's counsel and that Edward Smith Reed relied upon in forming his opinions in the Reed Declarations.

DOCUMENT REQUEST NO. 133. All communications and/or correspondence between One World or One World's counsel and any person other than Edward Smith Reed regarding the offering of opinion witness testimony on behalf of One World in the IPRs or the PGRs.

DOCUMENT REQUEST NO. 134. All communications and/or correspondence with One World, One World's counsel, and/or any third party relating to the Reed Declarations and/or the opinions presented therein.

DOCUMENT REQUEST NO. 135. All data collected and/or documents created related to the preparation of the Reed Declarations and/or the opinions presented therein.

DOCUMENT REQUEST NO. 136. All documents cited and/or discussed in the Reed Declarations.

DOCUMENT REQUEST NO. 137. All documents relating to the IPRs.

DOCUMENT REQUEST NO. 138. All documents relating to the PGRs.

DOCUMENT REQUEST NO. 139. All documents relating to Edward Smith Reed.

Dated: May 7, 2020

Respectfully submitted,

GREENBERG TRAURIG LLP

Of Counsel:

Michael A. Nicodema
GREENBERG TRAURIG, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932
T-973.360.7900

James J. Lukas, Jr.
Matthew J. Levinstein
Callie J. Sand
Benjamin P. Gilford
GREENBERG TRAURIG, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
T-312.456.8400

/s/ Benjamin J. Schladweiler

Benjamin J. Schladweiler (#4601)
The Nemours Building
1007 North Orange Street
Suite 1200
Wilmington, DE 19801
(302) 661-7000
schladweilerb@gtlaw.com

*Counsel for Plaintiffs Chervon (HK)
Limited and Chervon North America, Inc.*

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that all counsel of record are being served with a copy of this document via email delivery on May 7, 2020.

/s/ Benjamin J. Schladweiler

Benjamin J. Schladweiler (#4601)