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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LIAN LI INDUSTRIAL CO., LTD.
and CHEN, CHIEN-HAO,

Plaintiffs,

v.

THERMALTAKE TECHNOLOGY
CO., LTD. and
THERMALTAKE INC. (a.k.a.
THERMALTAKE USA),

Defendants.

Case Number: 2:23-cv-07470 HDV (MARx)

**JOINT CLAIM CONSTRUCTION AND
PREHEARING STATEMENT**

Action Filed: September 8, 2023

Claim Construction Hearing Date:
October 17, 2024

1 Plaintiffs Lian Li Industrial Co., Ltd. and Chen, Chien-Hao (“Chen”)
2 (collectively “Plaintiffs” or “Lian Li”) and Defendants Thermaltake Technology Co.,
3 Ltd. (“Thermaltake Taiwan”) and Thermaltake Inc. (“Thermaltake USA”)
4 (collectively, “Defendants” or “Thermaltake”) hereby submit the following Joint
5 *Markman* Prehearing Statement for U.S. Patent No. 10,690,336 B1 (“the ’336
6 patent”), attached as **Exhibit A**.

7
8 **A. AGREED CONSTRUCTIONS**

9 The parties have not reached an agreement as to the construction of any claim
10 terms/phrases.

11 **Plaintiffs’ Position:** Plaintiffs believe all the disputed claim terms should be
12 given their plain and ordinary meanings, and (contrary to Defendants’ statement
13 below) conveyed that position via email on May 6 (**Exhibit B**) and again on May 29,
14 2024 (**Exhibit C**). Plaintiffs continue to maintain that no claim construction is
15 necessary for the terms identified by Defendants and that the Court should simply
16 give those terms their plain and ordinary meanings.

17 **Defendants’ Position:** The parties have not reached agreement as to the
18 construction of any claim terms/phrases because Plaintiffs have not participated in
19 the process of disclosure of preliminary claim constructions as ordered by the
20 Court. Dkt. No. 37. Unlike Thermaltake, Lian Li did not serve its Exchange of
21 Proposed Terms for Construction (due May 6, 2024) and did not serve its
22 Exchange of Preliminary Claim Construction and Extrinsic Evidence (due May
23 27, 2024). *Id.* Because Lian Li did not provide notice to Thermaltake of its
24 preliminary claim construction positions as ordered by the Court, Lian Li should
25 not be permitted to now spring on Defendants their claim constructions. Because
26 Lian Li has elected not to participate in preliminary claim construction disclosures,
27 to the extent that its claim constructions differ from Thermaltake’s claim
28 constructions, Lian Li should not be permitted to put forward now, for the first

time, its construction of the meaning of the claim terms at issue in this case and should not be permitted to offer any extrinsic or intrinsic evidence in support of its new constructions. Thermaltake is not arguing that Lian Li be denied its right to oppose Thermaltake's constructions, but Thermaltake is arguing that Lian Li not be permitted to offer new constructions for terms disclosed by Thermaltake in its Exchange of Proposed Terms for Construction and in its Exchange of Preliminary Claim Construction and Extrinsic Evidence.

B. PROPOSED CONSTRUCTIONS OF THE DISPUTED TERMS

Attached as **Exhibits D** and **E** are charts showing the respective parties' proposed constructions of the disputed claim terms, phrases, or clauses and their identification of all intrinsic and extrinsic evidence supporting their proposed constructions. The parties' proposed positions are:

	Terms & Asserted Claim(s)	Plaintiffs' Proposal	Defendants' Proposal
#1	"illumination area" (Claims 1, 2)	Plain and ordinary meaning	This term is written as a means-plus-function subject to § 112(f). Function: illumination. Structure: '336 Patent, Fig. 1 (3); Fig. 2 (3); Fig. 3 (3); Fig. 4 (3); Fig. 5 (3); 1:53-2:2; 2:3-11; 2: 12-15; 2:61-67; 2:67-3:3; 3:4-3:6; 3:16-17.
#2	"connector" (Claims 1, 2)	Plain and ordinary meaning	A conductive structure for making physical contact with another conductive structure to close an electrical circuit.

	Terms & Asserted Claim(s)	Plaintiffs' Proposal	Defendants' Proposal
#3	"power socket" (Claim 1)	Plain and ordinary meaning	An opening or hollow that forms a holder for a power plug that connects directly to a power supply for convenient replacement.
#4	"a power socket and a first connector on one side of the body" (Claim 1)	Plain and ordinary meaning	The phrase "on one side of the body" means a power socket and a connector both directly accessible and placed on the same side of the fan housing.
#5	"when the power socket on the one side of the body is supplied with power" (Claim 1)	Plain and ordinary meaning	The instance of directly connecting the power socket on the one side of the body to a power supply.
#6	"an electrically conductive terminal is provided in the first connector, and an electrically conductive contact surface is provided in the second	Plain and ordinary meaning	An electrically conductive post or strand of metal of the first connector for connecting to an electrically conductive surface of the second connector.

	Terms & Asserted Claim(s)	Plaintiffs' Proposal	Defendants' Proposal
	connector for being electrically connected with the electrically conductive terminal" (Claim 2)		

Each party may rely on any intrinsic and extrinsic evidence identified by the other party. The parties may continue to attempt to narrow their construction disputes. The parties expressly reserve the right to correct, amend, or supplement their claim construction positions and supporting evidence in response to any change of position by the other party, in response to information received through claim construction discovery or for any other cause.

Plaintiffs' Position: Plaintiffs may rely on a claim construction expert report and any evidence cited in the report to support the disputed terms' plain and ordinary meanings. The deadline for disclosure of the claim construction expert report is June 21, 2024. As discussed above, Plaintiffs twice disclosed that they would construe each disputed term under its plain and ordinary meaning. Thermaltake ignored Plaintiffs' such disclosures, yet it itself belatedly disclosed a new term, "illumination area," and proposed a new means-plus-function construction for the first time at round 8:25 pm. today, June 20, 2024, the deadline for filing this joint statement. Thermaltake's incoherent complaint with no basis should be rejected.

Defendants' Position: As discussed in Section A above, Thermaltake does not concede the point that Lian Li should not now be permitted to provide

1 constructions in its Exhibit E that differ from Thermaltake's construction.
 2 Furthermore, Lian Li should be barred from relying on new extrinsic evidence not
 3 disclosed on May 27, 2024, the deadline for the Exchange of Preliminary Claim
 4 Construction and Extrinsic Evidence.

5 **C. MOST SIGNIFICANT TERM CONSTRUCTIONS**

6 The parties are seeking to construe fewer than ten claim terms.

7 Plaintiffs do not believe any of the disputed terms are case-dispositive.

8 Defendants believe that the claim terms identified in Exhibit D are case
 9 dispositive, as summarized below:
 10

11 Term(s)	12 Claim(s)	13 Claim or Case Dispositive?
14 "illumination area"	1, 2	Lian Li: No Thermaltake: Yes
15 "connector"	1, 2	Lian Li: No Thermaltake: Yes
16 "power socket"	1	Lian Li: No Thermaltake: Yes
17 "a power socket and a first connector on one side of the body"	1	Lian Li: No Thermaltake: Yes
18 "when the power socket on the one side of the body is supplied with power"	1	Lian Li: No Thermaltake: Yes
19 "an electrically conductive terminal is provided in the first connector, and an electrically conductive contact surface is provided in the second connector for being electrically connected with the electrically conductive terminal"	2	Lian Li: No Thermaltake: Yes

1 **D. LENGTH OF TIME FOR CLAIM CONSTRUCTION HEARING**

2 The claim construction hearing in this action is scheduled to occur on October
3 17, 2024, in Los Angeles, California before Judge Hernán D. Vera.

4 **Plaintiffs' Position:**

5 If the Court takes up claim construction in both this case and the *Phanteks*
6 case, Plaintiffs anticipate the claim construction hearing will take no more than four
7 hours. This would allow each side (Plaintiffs, Thermaltake, and Phanteks) two hours
8 to argue the disputed terms, phrases, and clauses.

9 **Defendants' Position:**

10 If the Claim Construction hearing parties are Lian Li and Thermaltake,
11 Thermaltake proposes a two-hour hearing claim construction hearing in this case
12 with each side having one hour to present their arguments.

13 Thermaltake notes that Lian Li has asserted the '336 patent against another
14 defendant, Phanteks Europe, and other related entities in *Lian Li Industrial Co., Ltd.*
15 *et al. v. Phanteks Europe (d.b.a. Axpertec Int'l B.V.) et al.*, 2:23-cv-07471-HDV-
16 MAR (C.D. Cal.) ("*Phanteks Case*"). See Notice of Related Case, Dkt. No. 32. This
17 Court's scheduling order in the *Phanteks Case* has a different claim construction
18 briefing schedule but a Claim Construction Hearing scheduled for the same day as
19 the hearing in this case. *Phanteks Case* at Dkt. No. 39. The Court has not informed
20 the parties whether this will be a joint claim construction hearing. If this is a joint
21 claim construction hearing, then Thermaltake proposes a three hour hearing with
22 each party having one hour to present their arguments.

23 **E. WITNESSES TO BE CALLED AT CLAIM CONSTRUCTION**
24 **HEARING**

25 The parties believe that they should present expert testimony, including
26 rebuttal testimony, through declaration and deposition testimony but not live
27 testimony at the Claim Construction Hearing. The parties suggest that the Court
28

1 should revisit this issue only if the claim construction briefing leaves the Court with
2 the impression that live expert testimony will aid in the Court's comprehension of
3 specific topics.

4 Though the parties do not expect to call any witnesses at the claim
5 construction hearing at this time, each party reserves the right to call rebuttal
6 experts should the other party elect to call expert witnesses.

7
8 **F. OTHER ISSUES**

9 The parties are mindful of the Court's question during the Scheduling
10 Conference on February 21, 2024, concerning whether the parties have met and
11 conferred on a Special Master for the Markman Hearing. The parties do not
12 believe a Special Master is needed.

1 DATED: June 20, 2024

Respectfully submitted,

2
3 /S/ Kyle D. Chen

/S/ Nicolas Gikkas

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Chen, Chien-Hao

1 **SIGNATURE ATTESTATION PURSUANT TO L.R. 5-4.3.4(a)(2)(i)**

2 Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that the other
3 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
4 content and have authorized the filing.

5
6 Dated: June 20, 2024

GREENBERG TRAURIG LLP

7 By: /S/ Kyle D. Chen
8 Kyle D. Chen
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