UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

TROVE BRANDS, LLC, Plaintiff, v. CAMELBAK PRODUCTS, LLC, et al., Defendants.	Case No. 23-cv-04267-PCP **CLAIM CONSTRUCTION ORDER**

The patents in this case teach that "[f]or some time, people have recognized the need to stay hydrated." To meet this basic human necessity, defendant CamelBak Products, LLC ("CamelBak") designed, patented, and marketed several reusable water bottles and drink containers.[1] Similarly recognizing the importance of hydration, plaintiff Trove Brands, LLC ("Trove") designed, manufactured, and marketed its own series of reusable drink containers. After receiving a letter from CamelBak alleging patent infringement, Trove filed this suit seeking a declaratory judgment of noninfringement.

The central issue in this suit is whether Trove's "Owala" series of drink containers infringes CamelBak's patents. CamelBak asserts infringement of eight patents: U.S. Patent No. 8,905,252 ("the '252 Patent"), issued on December 9, 2014; U.S. Patent No. 9,463,911 ("the '911 Patent"), issued on October 11, 2016; U.S. Patent No. 10,676,255 ("the '255 Patent"), issued on June 9, 2020; U.S. Patent No. 11,424,178 ("the '178 Patent"), issued on February 8, 2022; U.S. Patent No. 9,782,028 ("the '028 Patent"), issued on October 10, 2017; U.S. Patent No. 10,165,879 ("the '879 Patent"), issued on January 1, 2019; U.S. Patent No. 11,684,187 ("the '187 Patent"),

[1] This order uses the terms "water bottle" and "drink container" interchangeably unless citing the language of a patent.

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issued on June 27, 2023; and U.S. Patent No. 11,851,250 ("the '250 Patent"), issued on December 26, 2023 (collectively, the "Asserted Patents"). This order construes seven terms across the Asserted Patents, which share common specifications.[2] After considering the claims, specifications, prosecution histories, briefing, argument, and other relevant evidence, the Court construes the terms as set forth below.

I. Background

The following technical background is drawn from the shared specification of the patents, which broadly fall into three categories.

First, the '252 Patent discloses a drink container that "include[s] at least a liquid container and a cap assembly." '252 Patent at 1:47–48. The cap assembly includes a drink spout and a cap, or "closure." *Id*. at 1:51-52. Often, the cap assembly includes a handle that "may be configured to selectively retain the closure in a stowed position" when the closure is "removed from the drink spout" so that the user can take a drink from the spout without the closure getting in the way. *Id*. at 1:60–64.

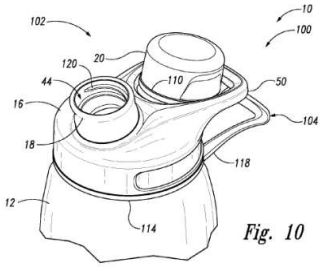
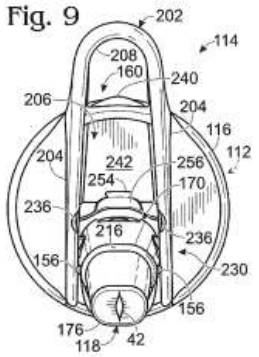


Fig. 10

Second, the '028, '879, and '187 Patents describe a drink container that "include[s] a liquid container and a cap assembly." '028 Patent at 1:34. But unlike in the '252 Patent, the cap assembly in this category includes a mouthpiece that the user can move between a "dispensing configuration," in which the user can drink from the bottle, and a "stowed configuration," in which liquid is prevented from flowing through the mouthpiece. *Id*. at 36–39. Certain iterations include a "user-release mechanism" that allows a user—either through the engagement of component structures or through their own force—to automatically disengage the



[2] The parties initially asked the Court to construe two additional terms, but Trove has since agreed to accept the plain and ordinary meaning of those terms.

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mouthpiece and allow it to move from the stowed position to the dispensing position.

Third, the '911, '255, '178, and '250 Patents disclose drink bottles that also contain a liquid container and a cap assembly. *See* '911 Patent Figs. 1, 2. The cap assemblies contain drink spouts that are made of soft material and are designed to be "resilient." *Id*. at 19:42. This allows the mouthpiece to be mounted on a pivotal mount, from which it can fold between a dispensing configuration and a stowed position. *Id*. Figs. 26-29. Users can bite the soft material of the mouthpiece to open a slit that extends across the mouthpiece, allowing the user to drink by drawing liquid from the drink container up through the mouthpiece. *Id*. Figs. 10-20.

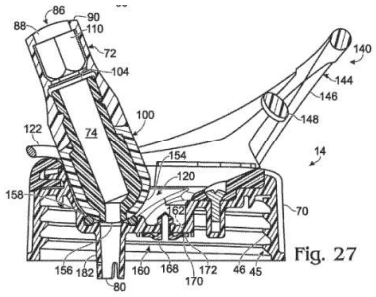

Fig. 27

II. Legal Standards

A. Claim Construction Generally

Section 112 of the Patent Act directs that a patent specification "shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains … to make and use the same," and requires that the specification "conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the inventor or a joint inventor regards as the invention." 35 U.S.C. § 112.

"It is a bedrock principle of patent law that the claims of a patent define the invention to which the patentee is entitled the right to exclude." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (cleaned up). Claim terms "are generally given their ordinary and customary meaning," which is "the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention." *Id.* at 1312–13. This "person of ordinary skill in the art is deemed to read the claim term not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Id.* at 1313.

Courts construe the meaning of language used in patent claims as a matter of law. *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 979 (Fed. Cir. 1995). "Because the meaning

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of a claim term as understood by persons of skill in the art is often not immediately apparent, and because patentees frequently use terms idiosyncratically, the court looks to those sources available to the public that show what a person of skill in the art would have understood disputed claim language to mean. Those sources include the words of the claims themselves, the remainder of the specification, the prosecution history, and extrinsic evidence concerning relevant scientific principles, the meaning of technical terms, and the state of the art." *Phillips*, 415 F.3d at 1314 (cleaned up). In addition to the words, structure, and context of the claims themselves, the patent specification is "highly relevant" and is "the single best guide to the meaning of a disputed term." *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996). Courts may also look to the patent's prosecution history, especially to "exclude any interpretation that was disclaimed." *Chimie v. PPG Indus., Inc.*, 402 F.3d 1371, 1384 (Fed. Cir. 2005). Finally, courts have discretion to consider extrinsic evidence like dictionaries, treatises, and expert testimony. *Philips*, 415 F.3d at 1317. But extrinsic evidence is "less significant" and "less reliable" than the intrinsic record and should only be "considered in the context of the intrinsic evidence." *Id.* at 1317–19.

B. Means-Plus-Function Claims

Section 112(f) allows patentees to express a claim in terms of a function the invention performs rather than a specific structure that performs the function. *See Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1347 (Fed. Cir. 2015). Such claims are construed as "means-plus-function" claims. Where section 112(f) governs, the patentee's rights extend not to the function but to the "corresponding structure, materials, or acts described in the [patent] specification." 35 U.S.C. 112(f). A claim's use of the word "means" creates a rebuttable presumption that section 112(f) applies. *Williamson*, 792 F.3d at 1349. Conversely, when a claim lacks the word "means," there is a rebuttable presumption that section 112(f) does not apply. *Id.* Courts, however, do not "require[e] any heightened evidentiary showing" to rebut the presumption. *Id.* Instead, where a claim lacks the word "means," a party can overcome the presumption and seek application of section 112(f) by demonstrating "that the claim term fails to 'recite sufficiently definite structure' or else recites 'function without reciting sufficient structure for performing that function.'" *Id.* at 1349 (citing *Watts v. XL Sys., Inc.*, 232 F.3d 877, 880 (Fed. Cir. 2000)). "The standard is whether

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the words of the claim are understood by persons of ordinary skill in the art to have a sufficiently definite meaning as the name for structure." *Id*.

After determining that section 112(f) applies, construction follows a two-step process. *Williamson*, 792 F.3d at 1351. The court first identifies the claimed function. *Id*. (citing *Noah Sys., Inc. v. Intuit Inc.*, 675 F.3d 1302, 1311 (Fed. Cir. 1997)). "Then, the court must determine what structure, if any, disclosed in the specification corresponds to the claimed function." *Id*. "Where there are multiple claimed functions, … the patentee must disclose adequate corresponding structure to perform all of the claimed functions. If the patentee fails to disclose adequate corresponding structure, the claim is indefinite." *Id.* at 1351–52 (internal citations omitted).

III. Construction of Identified Terms

The parties have asked the Court to construe seven terms that arise across common claims in the asserted patents. CamelBak insists that the Court should construe each term according to its plain and ordinary meaning. Trove argues that the first two terms are "means-plus-function" claims governed by section 112(f) and proposes specific structures covered by the claim language. For the remaining five terms, Trove proposes alternative definitional language. The terms are construed as follows.

A. "Closure Retention Mechanism"

Claim language	"the handle includes a closure retention mechanism configured to selectively retain the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism"
Associated claims	'252 Patent, Claims 5, 19
CamelBak proposal	Plain and ordinary meaning, not governed by 35 U.S.C. § 112(f). Alternatively, if 35 U.S.C. §112(f) applies: *Function*: Selectively retaining the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism. *Structure*: Closure retention mechanism 54, including all structures

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	forming a mechanical relationship between the closure 20 and/or handle 50 such as, individually or in combination, closed perimeter 52, closure retention structure 55, cooperating/engaging structure 58.
Trove proposal	An element of the handle governed by 35 U.S.C. § 112(f). *Function*: Selectively retain the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism. *Structure*: Spaced apart tabs 56
Court's construction	**A means-plus-function governed by 35 U.S.C. § 112(f).** ***Function*: Selectively retain the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism.** ***Structure*: Closed Perimeter 52, Closure Retention Structure 55, Tabs 56, Cooperating/Engaging Structure 58.**

The first disputed term appears in Claims 5 and 19 of CamelBak's '252 Patent. Trove argues that "closure retention mechanism" is a means-plus-function claim governed by section 112(f) and suggests that "Tabs 56" is the only corresponding structure described in the patent specification. The Court agrees that "closure retention mechanism" is governed by section 112(f) but disagrees with Trove's narrow interpretation of the corresponding structures.

1. Section 112(f) Analysis

The relevant language in Claims 5 and 19 of the '252 Patent reads as follows:

> A handle extending from the base, wherein the handle includes a closure retention mechanism configured to selectively retain the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism.

Because the claim language does not include the word "means," the Court begins from the presumption that section 112(f) does not apply. Nonetheless, "nonce words that reflect nothing more than verbal constructs may be used in a claim in a manner that is tantamount to using the

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word 'means.'" *Dyfan, LLC, v. Target Corp.*, 28 F.4th 1360, 1365 (Fed. Cir. 2022) (citing *Williamson*, 792 F.3d at 1365). Trove argues that "mechanism" is one such nonce word.

The Federal Circuit has emphasized that the "essential inquiry" in determining whether a term is a means-plus-function claim focuses not simply on the presence of the word "means" but more broadly on whether "the words of the claim are understood by persons of ordinary skill in the art to have a sufficiently definite meaning as the name for structure." *Williamson*, 792 F.3d at 1348. The claim language here uses "closure retention mechanism" in largely functional terms. For example, although the claim states that the handle "includes" the closure retention mechanism, '252 Patent 18:63, the language is vague as to the structural relationship between the handle and the closure retention mechanism. Claim 5 simply describes the closure retention mechanism as "configured to" to "retain" or "receive[]" the closure. *Id.* at 18:64–66. Retain and receive are inherently functional terms because they describe what the closure retention mechanism does, not what it is. The term "configured to," when used in conjunction with such functional terms, signals that the closure retention mechanism could theoretically take any structural form so long as the associated structure retains the closure. The specification confirms as much: It describes the closure retention mechanism as taking "any suitable form such that it is configured to operatively retain the closure." *Id*. at 8:38–39. Consider the breadth such language gives to the claim. This structure might embody something disclosed in the specification, such as "spaced apart tabs," friction fit with a "resiliently compressible material," or "ribs, projections, stops, fingers, and/or teeth." *Id*. at 9:25, 13–14, 10:11. But the closure retention mechanism could just as well be "configured to" take the form of a latch protruding from the handle, a length of twine stretching from the handle to the closure, or a piece of gum smeared around the inner perimeter of the handle to which the closure can adhere.

This language stands in contrast to the surrounding structural terms, which carry their own structural significance. For example, "closure" describes an object that can itself be "removably coupled relative to the drink spout" to thereby restrict the flow of liquid. '252 Patent at 18:56–60. The "handle" is necessarily structural because it "extend[s] from the base," and is the structure to which other structures, such as the spaced-apart tabs, adhere. *Id*. at 18:62. The specification further

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describes the handle as "extending generally laterally from" the cap assembly and shaped in such a way as to permit a "lanyard, carabiner, belt, strap, [or] a user's finger" to hold the drink container. *Id*. at 7:58–67. And the "drink spout" also "extend[s] from the base"; its structure is further described in the claims as a "passage through which drink liquid . . . may be selectively dispensed." *Id*. at 18:52–55. Though each of these terms recite "sufficiently definite structure," *Williamson*, 792 F.3d at 1349, they are distinct structures that do not impart upon the "closure retention mechanism" a clear structural form.

CamelBak argues that the language surrounding "closure retention mechanism" in the claim informs the structure it must take. For example, "closure" and "retention" signal that the "mechanism" must be of a size and shape to selectively retain the closure within the "handle." But arguably, that just describes the form that the handle or closure must take, not the closure retention mechanism itself. In fact, it is difficult to imagine what form the closure retention mechanism might take without understanding other structural embodiments with which it is associated. For example, embodiments may include "spaced-apart tabs," a "depression, a channel, and/or a concave region." *Id*. at 9:25, 51–52. But these embodiments describe other structural elements (tabs 56 and corresponding structure 58) disclosed by the specification, not the closure retention mechanism (54). The claim itself therefore "fails to recite sufficiently definite structure" and instead simply "recites function without reciting sufficient structure for performing that function." *Williamson*, 792 F.3d at 1349. "Mechanism" as used in the claim functions as a "nonce" word, describing not what structure the term takes, but what function it performs: a means by which the handle can retain the closure. *See Mass. Inst. Of Tech. & Elecs. For Imaging, Inc. v. Abacus Software*, 462 F.3d 1344, 1354 (Fed. Cir. 2006) ("The generic terms 'mechanism,' 'means,' 'element,' and 'device,' typically do not connote sufficiently definite structure.").

Though the claim on its face lacks sufficiently structural language, the "essential inquiry" is whether a person of ordinary skill in the art would understand the term as inherently structural. *Williamson*, 792 F.3d at 1348. In support of their respective positions, each party submitted expert testimony regarding that understanding.

CamelBak relies on the opinion James Goldman, a liquid-packaging specialist with over 40

years of experience.[3] Though Goldman is a well-qualified expert, he describes the closure retention mechanism in functional terms that mirror the claim language and offers minimal evidence regarding how those in the industry would understand that term. Like CamelBak, he describes how the terms "closure" and "retention" modify "mechanism." But Goldman fails to explain why, if a person of ordinary skill in the art would understand "closure retention mechanism" as a distinct and identifiable structure, the specification relies on a wide array of different structural embodiments to describe its scope. He also fails to explain why a term with its own structural significance could take "any suitable form" that performs the function. '252 Patent at 8:38–39. His reliance on a tea kettle patent that uses the term "closure retention mechanism" is unpersuasive. Section 112(f) could just as well apply to that patent's language. His deposition testimony is also not persuasive. For example, Goldman testified that the term describes "a mechanism that accomplishes exactly what it says. It retains the closure. You know, there are a lot of forms that that could take, but it is a physical item that does this." Dkt. 103-6, at 17. This description of the mechanism's structure remains vague and conclusory and would sweep in any structure that performs the function of closure retention.

In support of its construction, Trove has submitted the deposition testimony of Derek Sullivan. The Court also finds Sullivan well-qualified.[4] The Court finds Sullivan's testimony more persuasive than Goldman's because he describes with specificity the way in which a closure retention mechanism operates. For example, "we design . . . the cap and handle in such a way that they would interface and you could dock the cap inside the handle." Dkt. No. 103-5, at 22. He discusses his interactions with colleagues, who were industrial designers and engineers. When asked about the significance of the term "closure retention mechanism," Sullivan testified that he could not recall anyone using that term throughout his career. He instead associated the term with

[3] Goldman has worked for various liquid-packaging companies, including the Coca-Cola Company, where he developed all types of plastic and glass packages. This is Goldman's seventh time serving as an expert or consultant in a patent lawsuit.

[4] Sullivan is an industrial designer who has designed at least five water bottles over the course of his career. He worked for CamelBak for seven years and now works for YETI Coolers. He is listed as one of the inventors of the '252 Patent.

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"technical legal speak" used in the context of drafting a patent. *Id*. at 26. Considering the competing testimony, the Court is satisfied that a person of ordinary skill in the art would not understand "closure retention mechanism" to connote a specific structural element of the claim.

For these reasons, the Court concludes that "closure retention mechanism" describes a function rather than a structure. "Mechanism" is best understood as a nonce term used to describe any structure that retains the closure. A person of ordinary skill in the art would not understand this term to have any structural significance. Section 112(f) thus governs construction of this term.

2. Construction of "Closure Retention Mechanism"

The parties do not dispute the function of the closure retention mechanism and the Court adopts their proposal. The closure retention mechanism operates to "selectively retain the closure in a stowed position relative to the handle when the closure is selectively removed from the drink spout and received by the closure retention mechanism."

Next, the Court must consider what structure "disclosed in the specification corresponds to the claimed function." *Williamson*, 792 F.3d at 1351. Trove suggests that the court construe the term to embody only "spaced apart tabs 56." The tabs are certainly encompassed by the specification and are described in structural terms. For example, the tabs "are configured to selectively engage and retain, or otherwise grip, the closure in the stowed position." '252 Patent at 8:58–60. They "extend[] from the closed perimeter … [and] may be integral to the handle." *Id*. at 8:61–9:1. The closure "may have a maximum width that is greater than the distance between the spaced-apart tabs," so that the tabs engage the closure to hold it in place. *Id*. at 9:30–37. This description of the spaced apart tabs is sufficiently definite and structural to correspond to closure retention.

Contrary to Trove's argument, however, there are multiple other structures in the specification that correspond to the closure retention mechanism's function. Closed perimeter 52 comprises the inner boundary of handle 50. It may be designed such that the closure will sit snugly within it, specifically in a "friction-fit arrangement and/or in a snap-fit arrangement." *Id*. at 8:45–52. Similarly, the specification discloses closure retention structure 55 as a sufficiently definite corresponding structure. It may take the form of "resiliently compressible material" such that the

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closure sits within the material and compresses it. *Id*. at 9:14–23. This retains the closure like "an internal bias, or spring, [a] force created by the [compressed] closure retention structure." *Id*. Such material may also provide a friction-fit arrangement for the closure. *Id*. Corresponding structure 58 also relates to the claimed function. This structure is expressed as "a depression, channel, and/or a concave region that defines part of the outer surface of the closure" that is designed to operate with the other structural components discussed above to retain the closure. *Id*. at 9:50–56.[5]

CamelBak contends that the structure should also include handle 50. The specification describes in various ways that the handle may be "configured to permit a user to stow the closure," as "providing stowage for the closure," and as "position[ing] the closure so as to not interfere with a user's" taking a drink from the bottle. *Id*. at 8:18–36. The problem with these embodiments is that they do not disclose adequate structure. Instead, they merely recite function without identifying the specific structure that accomplishes that function. To the extent the structure of the handle does operate to retain the closure, it does so through related but distinct structural elements. For example, the closed perimeter 52 may provide friction fit retention, tabs 56 affixed to the handle may grasp the closure in place, or closure retention structure 55 may embody a different material within the handle to compress the closure in place. Though the specification discloses these as distinct structural elements that may sit on or within the handle, they remain distinct structures. The specification fails to adequately disclose how the handle itself retains the closure. Finally, closure retention mechanism 54 is also excluded from the construction. As described at length above, this describes a function. Were the construction to include structure 54, it would make little sense to apply section 112(f) at all.

In sum, the Court construes closure retention mechanism as comprising the following structures: closed perimeter 52, closure retention structure 55, spaced apart tabs 56, and corresponding structure 58.

[5] CamelBak requests inclusion of language that describes the closure retention structure 55 as "any suitable closure retention structure that is configured to receive and selectively retain the closure." '252 Patent at 8:54–55. This language is not sufficiently specific to limit the claimed structure, and the Court therefore excludes this language from the construction.

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B. "User Release Mechanism"

Claim language	"a user release mechanism adapted to automatically..."
Associated claims	'028 Patent Claims 1, 21 '879 Patent Claim 1 '187 Patent Claim 1
CamelBak proposal	Plain and ordinary meaning, not governed by 35 U.S.C. § 112(f). *The parties' proposals for function and structure are broken out below by patent and claim.*
Trove proposal	An element of the handle governed by 35 U.S.C. § 112(f). *The parties' proposals for function and structure are broken out below by patent and claim.*
Court's construction	**A means-plus-function governed by 35 U.S.C. § 112(f).** ***The Court construes function and structure on a claim-by-claim basis, below.***

The second disputed term appears in Claims 1 and 21 of the '028 Patent, Claim 1 of the '879 Patent, and Claim 1 of the '187 Patent. Unless otherwise specified, the Court adopts the parties' practice of referring to the '028 Patent.

1. Section 112(f) Analysis

Trove argues that "user release mechanism" is a means-plus-function claim that must be limited by the structure described in the specification. The term appears in different ways across the four claims at issue. Claim 1 of the '028 Patent and Claim 1 of the '879 Patent are identical in their disclosure of "user release mechanism" and read as follows:

> a user release mechanism adapted to automatically disengage the first and second catch structures upon actuation of the user release mechanism and thereby release the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration.

Claim 21 of the '028 Patent describes the user release mechanism in slightly different terms:

> and a user release mechanism adapted to automatically release the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly.

And Claim 1 of the '187 Patent embodies similar formulations of the claim language from the above quoted claims:

> a user release mechanism adapted to automatically disengage the first and second catch structures upon actuation of the user release mechanism and thereby release the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration, wherein the user release mechanism comprises a displacement mechanism with a user engagement pad, wherein the displacement mechanism is configured to displace the first catch structure to selectively disengage the first and the second catch structures, and wherein the user release mechanism is biased to urge the displacement mechanism away from a position where the displacement mechanism disengages the first and second catch structures.

As with the language of "closure retention mechanism," the omission of the word "means" from "user release mechanism" creates a presumption that section 112(f) does not apply. But for similar reasons, the Court concludes that "user release mechanism" defines a function rather than a structure.

CamelBak argues that the words surrounding "user release mechanism" impart structural significance. For example, Claim 1 of the '028 Patent discusses a "mouthpiece," a "cap assembly," a "drink container," and "first and second catch structures." But as with "closure retention mechanism," these are separate and distinct structural components that each have their own structural significance. For example, the liquid container has a "neck with an opening," and the claim describes it as being "sized to hold" liquid. '028 Patent at 21:22–24. The mouthpiece has an "internal compartment" and is constructed from "resiliently deformable material." *Id.* at 21:50–60. Though the "user release mechanism" acts in coordination with such structures, the claim does not use similarly structural language to describe it. Instead, the "user release mechanism" may take any structural form so long as it is "adapted to" release the mouthpiece assembly from the stowed position to the dispensing configuration. Because the mouthpiece is biased to automatically move

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from the stowed position to the dispending position, the activation of any structure that releases the mouthpiece could serve this function. A user might press a button, unclasp a latch, untie a string, or impart force upon the mouthpiece itself. Further, "mechanism" is modified by "user release," signifying its function: to allow the user to release the mouthpiece assembly.

The clearest structural description of the user release mechanism arises in the '028 Patent at 12:50–13:39, but as with the "closure retention mechanism," this part of the specification describes other distinct structural elements. For example, one embodiment is a "[s]liding member" comprised of a "user engagement pad," "an actuator," and a "planar portion" that "slides within channels." '028 Patent at 12:55–13:2. Or it may take the form of a flat surface on top of the rigid collar member upon which the user can impart force to disengage the catch structures. *See id.* at 13:45–54, Fig. 10. In other words, the "user release mechanism" takes the form of any structure that is "adapted to automatically disengage" the catch structures. '028 Patent at 6:35–36. The scope of the claim on its face has no limit to the structures that may fall within its boundaries. "Mechanism" again acts as a "nonce" word signifying that associated structures in the specification act as a "means for" releasing the mouthpiece assembly from the stowed position to the dispensing position. *See Lighting World, Inc. v. Birchwood Lighting, Inc.*, 382 F.3d 1354, 1360 (Fed. Cir. 2004) ("What is important is whether the term is one that is understood to describe structure, as opposed to a term that is simply a nonce word or a verbal construct that is not recognized as the name of structure and is simply a substitute for the term 'means for.'").

The Court is similarly unconvinced that a person of skill in the art would recognize the "user release mechanism" as inherently structural. On the one hand, CamelBak's expert Goldman opines that "user release mechanism" is a term commonly used by persons of skill in the art. But aside from citing two patents, he does not explain the basis for that opinion. As previously discussed, it is entirely possible that a court construing the term "release mechanism" in those patents would find that section 112(f) applies. On the other hand, Trove's expert Sullivan testified about his work with other professionals in the field and his work designing the components in question. He testified that "user release mechanism" is not a word that he or those with whom he worked had used. Dkt. No. 103-5, at 26. Although "*Markman* requires [the Court] to give no

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deference to the testimony of the inventor about the meaning of the claims," *Hoechst Celanese Corp. v. BP Chems. Ltd.*, 78 F.3d 1575, 1580 (Fed. Cir. 1996), Sullivan's testimony is persuasive in the absence of other convincing contrary evidence.

For these reasons, "user release mechanism" is a functional term governed by Section 112(f).

2. Construction of "User Release Mechanism"

The parties identify different functions and corresponding structures across the various claims at issue. The Court will discuss the proposed functions and structures for each of the relevant claims separately.

a. '028 Patent

i. Claim 1

CamelBak's proposed function	Automatically disengaging the first and second catch structures upon actuation of the user release mechanism and thereby releasing the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration.
Trove's proposed function	Automatically disengage the first and second catch structures upon actuation of the user release mechanism and thereby releasing the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration.
CamelBak's proposed structure	User release mechanism 60 and/or user release mechanism 160, including any structure with a mechanical relationship to the first and/or second catch structures, such as sliding member 238, and equivalents thereof. User engagement portion 260.
Trove's proposed structure	Sliding member 238, including its component parts.
Court's construction	***Function*: Automatically disengaging the first and second catch structures upon actuation of the user release mechanism and thereby releasing the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration.** ***Structure*: Sliding member 238, including its component parts. User engagement portion 260.**

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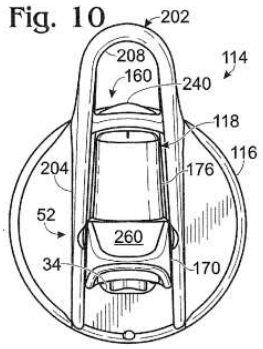
The parties agree on the function of the user release mechanism in Claim 1. The function of the user release mechanism is "automatically disengaging the first and second catch structures upon actuation of the user release mechanism and thereby releasing the mouthpiece assembly to move via its bias from the stowed configuration to the dispensing configuration."

The parties also largely agree on structure, with only slight differences in their respective positions. Trove proposes that the corresponding structure is the sliding member 238 and its component parts. CamelBak agrees but also proposes including the "user release mechanism 60 and/or user release mechanism 160, including any structure with a mechanical relationship to the first and/or second catch structures." Given the parties' agreement as to sliding member 238 and its component parts, this will be included as a structural component of the "user release mechanism." The sliding member 238 and its component parts have clear structural significance: When the user applies pressure to the user engagement pad 240, the sliding member 238 and its component parts slide "relative to the base of the cap assembly" and disengage the catch structures to release the mouthpiece. *See* '028 Patent at 12:50–13:39.[6] Sliding member 238 is the primary mechanical structure associated with disengaging the first and second catch structures.

CamelBak also argues that user engagement portion 260 should be included as an embodiment of the user release mechanism. Although Trove argues for exclusion of user engagement portion 260 because the user-imparted force on this structure negates the claim's requirement of automatic release, Claim 1 specifies that once the mouthpiece is released, it may "move via its bias." '028 Patent at 22:4. While a user may impart force upon user engagement portion 260 to release the mouthpiece, the bias of the mouthpiece towards the dispensing configuration causes the mouthpiece to move automatically, satisfying the requirements of Claim 1.



[6] The component parts are used for illustrative purposes. The Court adopts the parties' suggestion here and includes only sliding member 238 and its component parts in the construction of Claim 1.

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Although CamelBak also asks the Court to include user release mechanism 60 and 160 it its the construction, the specification's description of those structures simply mirror the functional claim language. Including them in the construction would render application of section 112(f) superfluous.

The Court therefore construes Claim 1 of the '028 Patent as including sliding member 238, its component parts, and user engagement portion 260.[7]

ii. Claim 21

CamelBak proposed function	Automatically releasing the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly.
Trove proposed function	Automatically release the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly.
CamelBak proposed structure	User release mechanism 60 and/or user release mechanism 160, including any structure with a mechanical relationship to the mouthpiece assembly 18 and/or 118, such as, individually or in combination, sliding member 238, user engagement pad 240, planar portion 242, tabs 244, collar engagement portion 254, depression 256, as shown and equivalents thereof.
Trove proposed structure	Sliding member 238, including its component parts.
Court's construction	***Function*: Automatically releasing the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly.** ***Structure*: Sliding member 238, including its component parts. User engagement pad 240, planar portion 242, tabs 244, collar engagement portion 254, depression 256.**

The parties agree on the function of the user release mechanism in Claim 21. The function

[7] As discussed below, the Court also adopts this holding for Claim 1 of the '879 and '187 Patents.

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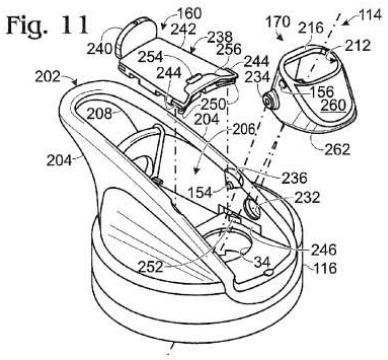
of the user release mechanism is "automatically releasing the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly."

Trove again suggests that the Court include in its construction only sliding member 238 and its component parts. CamelBak agrees with the inclusion of sliding member 238 but proposes that the Court also include user release mechanism 60 and 160 and any structure with a mechanical relationship to the mouthpiece assembly 18 or 118. It suggests inclusion of user engagement pad 240, planar portion 242, tabs 244, collar engagement portion 254, and depression 256.

For the reasons as discussed above, the Court will not include user release mechanism 60 and 160. But the Court otherwise adopts CamelBak's proposals because the specification discloses additional structures that "correspond[] to the claimed function" of releasing the mouthpiece assembly from the stowed configuration to the dispensing configuration via the bias of the mouthpiece assembly. *Williamson*, 792 F.3d at 1351.

Begin with user engagement pad 240. This is a physical surface upon which the user imparts force. *See* '028 Patent Figs. 9–12. The planar portion 242 is the flat surface of sliding member 238. *Id.* It acts as the "actuator" of the user release mechanism. *Id.* at 12:57. Tabs 244 rest alongside or underneath planar portion 242 then slide within a pair of corresponding channels inside of the cap assembly, thus forming a connection between sliding member 238 and the base of the cap. *Id.* at 12:59–61. As sliding member 238 moves through the corresponding channels, collar engagement portion 254 engages the rigid collar member that holds the mouthpiece; this is the primary mechanical connection between the sliding member 238 and the mouthpiece. *Id.* at 13:15–25. Upon interaction of the collar engagement portion with the rigid collar, the sliding member 238 forces disengagement of the catch structures. *Id.* In some embodiments, when in the stowed position, depression 256 receives a portion of the rigid collar member, which allows for engagement between collar engagement portion 254 and the



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rigid collar member. *Id.* at 13:34–39. Each of these are adequate structures in the specification corresponding to the user release mechanism function identified in the claim.

In sum, the Court construes Claim 21 of the '028 Patent as including sliding member 238, its component parts, user engagement pad 240, planar portion 242, tabs 244, collar engagement portion 254, and depression 256.

b. Claim 1 of '879 and '187 Patents

i. First Proposed Function and Structure

The parties' first proposed functions and structures for the Claim 1 of the '879 and '187 Patents are identical to their proposals for Claim 1 of the '028 Patent. The Court therefore adopts the same construction adopted for Claim 1 of the '028 Patent.

ii. Second Proposed Function and Structure

CamelBak proposed second function	Urging the sliding member away from a position where the sliding member disengages the first and second catch structures.
Trove proposed second function	Being biased to urge the [sliding member/displacement mechanism] away from a position where the [sliding member/displacement mechanism] disengages the first and second catch structures.
CamelBak proposed second structure	User release mechanism 60 and/or user release mechanism 160, including any structure with a mechanical relationship to sliding member 238 and/or the first and/or second catch structures, such as, individually or in combination, user engagement pad 240, planar portion 242, tabs 244, biasing members 250, including any spring, leave spring, and/or any structure that may include arcuate projections, or tabs, such as tabs 252, that are biased to a position, collar engagement portion 245, depression 256, and equivalents thereof.
Trove proposed second structure	Springs or leaf springs as described in '028 Patent at 13:1-14.
Court's construction	***Function*: Urging the [sliding member/displacement mechanism] away from a position where the [sliding member/displacement mechanism] disengages the first and second catch structures**

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	***Structure*: Sliding member 238, engagement pad 240, planar portion 242, tabs 244, springs, leaf springs, biasing members 250, tabs 252, collar engagement portion 254, and depression 256.**

The parties propose two similar additional functions for Claim 1 of the '879 and '187 Patents with modest differences between the parties' positions. Specifically, Trove proposes adding the underlined language: "Being biased to urge the [sliding member/displacement mechanism] away from a position where the [sliding member/displacement mechanism] disengages the first and second catch structures."

The Court agrees with Trove that "displacement mechanism" should be included in the function because that is a more precise read of the claims. The two claims at issue contain different language. Neither claim mentions "sliding member," but as discussed above, the specification of both patents discloses a "sliding member" as one of the primary embodiments of the user release mechanism. Claim 1 of the '879 Patent does not mention "displacement mechanism" and neither does its specification. By contrast, Claim 1 of the '187 Patent does reference the "displacement mechanism," noting that the user release mechanism may "urge the displacement mechanism" to disengage the catch structures. '187 Patent at 22:3. Thus, given the different claims at issue, the function should adjust to mirror the language of the given patent.

Trove also proposes including "being biased" within the functional language. The parties did not brief whether this difference is meaningful. But the Court nevertheless agrees with CamelBak and excludes the language. The claim language of the '879 Patent does not reference a "bias" in the user release mechanism. Rather, it "automatically disengages" the catch structures and releases the assembly but this is due to the bias in the mouthpiece assembly rather than the user release mechanism. Because the bias is in the mouthpiece assembly, the automatic release can occur whether the user release mechanism itself is biased to a certain position or not. Adding bias here would read a limitation into the '879 Patent that the inventors may not have contemplated. Notably, the '187 Patent provides that "the user release mechanism is biased to urge the displacement mechanism" to disengage the catch structures. '187 Patent at 22:3–6. "Bias" here describes one particular way in which the user release mechanism may achieve the function of

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"urg[ing] the displacement mechanism," demonstrating that the presence of such a bias is not inherent in the user release mechanism itself.

The Court therefore adopts CamelBak's construction in this respect. The function of the user release mechanism in Claim 1 of the '879 Patent is "urging the sliding member away from a position where the sliding member disengages the first and second catch structures." Similarly, the function of the user release mechanism in Claim 1 of the '187 Patent is "urging the [sliding member/displacement mechanism] away from a position where the [sliding member/displacement mechanism] disengages the first and second catch structures."

As to structure, the parties' arguments mirror those discussed already. Trove narrowly proposes inclusion of springs or leaf springs as described in '028 Patent at 13:1–14. CamelBak suggests including user release mechanism 60 and 160 as well as any structure with a mechanical relationship to sliding member 238 and the catch structures. CamelBak specifically proposes including engagement pad 240, planar portion 242, tabs 244, biasing members 250, including any spring, leave spring, arcuate projections, or tabs, such as tabs 252 that are biased to a position. It also suggests including collar engagement portion 254 and depression 256.

For reasons previously stated, the Court excludes user release mechanism 60 and 160 and includes sliding member 238, engagement pad 240, planar portion 242, tabs 244, collar engagement portion 254, and depression 256. The Court also includes springs, leaf springs, biasing members 250, and tabs 252. For biased embodiments of structures that perform catch displacement, these are integral structural components. Upon expression of user force to engagement pad 240, the springs, biasing members 250, and tabs 252 all operate to bias the sliding member and automatically propel it forward to engage with the catching mechanisms. These structures have a clear structural tie to the function of urging forward the sliding member or displacement mechanism.

In sum, the Court construes Claim 1 of the '879 and '187 Patents as including sliding member 238, engagement pad 240, planar portion 242, tabs 244, springs, leaf springs, biasing members 250, tabs 252, collar engagement portion 254, and depression 256.

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C. "Configured to"

Claim language	"configured to"
Associated claims	'252 Patent, Claims 5, 16, 19
CamelBak proposal	plain and ordinary meaning alternatively, "selected, created, implemented, utilized, programmed, and/or designed for the purpose of performing the function."
Trove proposal	specifically selected, created, implemented, utilized, programmed, and/or designed for the purpose of
Court's construction	**adapted to, selected, created, implemented, utilized, programmed, and/or designed for the purpose of performing the function.**

The third disputed term appears in Claims 5, 16, and 19 of the '252 Patent.

Trove argues that CamelBak acted as its own lexicographer when it provided a definition for the term "configured to." Courts presume that the ordinary meaning of a term controls, but "the 'ordinary meaning' of a claim term is its meaning to the ordinary artisan after reading the entire patent." *Phillips*, 415 F.3d at 1321. Where the patent specification gives "a special definition" to a term "that differs from the meaning it would otherwise possess," "the inventor's lexicography governs." *Id.* at 1316. The specification includes the following language to define "configured to":

> As used herein the terms 'adapted' and 'configured' mean that the element, component, or other subject matter is designed and/or intended to perform a given function. Thus, the use of the terms 'adapted' and 'configured' should not be construed to mean that a given element, component, or other subject matter is simply 'capable of' performing a given function but that the element, component, and/or other subject matter is specifically selected, created, implemented, utilized, programmed, and/or designed for the purpose of performing the function. It is also within the scope of the present disclosure that elements, components, and/or other recited subject matter that is recited as being adapted to perform a particular function may additionally or alternatively be described as being configured to perform that function, and vice versa.

'252 Patent at 17:18–32.

The claim language here does two things.

First, it distinguishes "configured to" from "capable of." Whereas "capable of" does not tether a function to a specific structural design, the term "configured to" establishes that the function follows from the design of a structural element. Just because a structure is "capable of" performing a function does not mean that the structure was selected for the purpose of performing that function; "configured to" therefore implies an explicit relationship between structure and function, whereas "capable of" does not. "Capable of" must therefore be excluded from the construction because its inclusion would render superfluous the particularized meaning of "configured to."

Second, rather than simply excluding "capable of," the specification provides further definitional language for "configured to." It states that the structural element is "specifically selected, created, implemented, utilized, programmed, and/or designed for the purpose of performing the function." The language continues that an element identified as being "adapted to" perform a function may also be described as "configured to" perform said function, "*and vice versa*." *Id*. (emphasis added). Thus, the specification contemplates and embraces the inclusion of "adapted to" within the meaning of "configured to." Rather than merely distinguishing "capable of" and "configured to," this additional definitional language evinces "an intent to redefine the term." *Kyocera Senco Indus. Tools Inc. v. Int'l Trade Comm'n*, 22 F.4th 1369, 1378 (Fed. Cir. 2022).

The Court will exclude the word "specifically" from the definition for two reasons. First, the specification's definition of "capable of" as encompassing "adopted to" does not include that word. Second, intent is generally irrelevant to patent infringement because 35 U.S.C. § 271 includes no state of mind requirement, and use of the term "specifically" risks importing a state of mind element into the patent. The Court is "not prepared to assign a meaning to a patent that depends on the state of mind of [the patentee]." *Amazon.com, Inc. v. Barnesandnoble.com, Inc.*, 239 F.3d 1341, 1353 (Fed. Cir. 2001).

In sum, the Court finds that CamelBak acted as its own lexicographer with regards to the

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term "configured to." The term is construed to encompass CamelBak's inclusion of two specific definitional phrases and to exclude the word "specifically." "Configured to" is therefore construed to mean, "adapted to, selected, created, implemented, utilized, programmed, and/or designed for the purpose of performing the function."

D. "Anchor Portion"

Claim language	"the anchor portion is sized to restrict passage of the [anchor portion / resilient anchor portion] through the through portion"
Associated claims	'028 Patent Claims 1, 21 '879 Patent Claim 16 '187 Patent Claim 17
CamelBak proposal	plain and ordinary meaning
Trove proposal	The anchor portion is sized to not permit removal of the [anchor portion / resilient anchor portion] through the through-passage via the top side of the cap assembly
Court's construction	**No further construction**

The fourth disputed term appears in Claims 1 and 21 of the '028 Patent, Claim 16 of the '879 Patent, and Claim 17 of the '187 Patent. The Court adopts the parties' practice of referring to the '028 patent unless otherwise noted.

Trove argues that CamelBak disclaimed the plain and ordinary meaning of the term through statements made to the Patent and Trademark Office (PTO) during prosecution of the '028 Patent and asks the Court to narrow "anchor portion" to reflect these statements. Trove is correct that statements made during patent prosecution can give rise to disclaimer, but "[t]he doctrine does not apply unless the disclaimer is both clear and unmistakable to one of ordinary skill in the art." *Tech. Props. Ltd. LLC v. Huawei Techs. Co., Ltd.*, 849 F.3d 1349, 1357 (Fed. Cir. 2017) (internal citations removed). Courts consider the statements at issue in light of the entire prosecution and

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"[i]f the challenged statements are ambiguous or amenable to multiple reasonable interpretations, prosecution disclaimer is not established." *Id.* at 1358.

During prosecution of the '028 Patent, the Examiner rejected Claim 18 over prior art references including the "Lin reference." Lin disclosed a cap assembly with a removable straw whose removal was restricted by a pair of soft flanges. *See* Dkt. No. 103-12, at 4, 9; Dkt. No. 103-13. Claim 18 similarly recites an anchor portion held in place by "a plurality of flanges" that "restrict passage of the anchor portion." '028 Patent at 24:27–30. After rejection of Claim 18, CamelBak argued the following to the PTO:

> The flanges 512 of Lin cannot fairly be interpreted as comprising an anchor as recited in independent claims 1, 18 and 21, as their construction does not restrict their passage through the through hole, and thus does not restrict removal of the straw 51 from the top side of the corresponding cap 3.

Dkt. No. 103-11, at 64.

Trove argues on the basis of this statement that the term "restrict passage" must be limited to mean only "prevent removal." This argument is flawed for three reasons.

First, although CamelBak referenced Claims 1 and 21 in its statement to the PTO, the subject of the dispute with the PTO was Claim 18 and its relationship to the Lin reference that, like Claim 18, disclosed an anchor portion that used flanges. By contrast, none of the four claims at issue here disclose flanges in relation to the anchor portion. The claims all disclose an anchor portion "sized to restrict passage … through the through-passage." *See, e.g.*, '028 Patent at 26:34–36.

Second, CamelBak did not use the word "prevent" during prosecution. Instead, it consistently used the word "restrict." While CamelBak shifted its language from "restricts passage" to "restricts removal" in its correspondence with the PTO, it did not confine the meaning of the word "restrict" to "prevent." Moving from "restricts passage" to "prevents removal" alters the baseline of the claim as described in the specification, which is an anchor portion that is "adapted to prevent, *or at least* restrict" passage. *Id.* at 9:36–37. Adopting Trove's construction would narrow CamelBak's claim from encompassing a structure that may either prevent or restrict

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removal to encompassing only a structure that prevents removal.

Third, and finally, even if CamelBak's statement applied to Claims 1 and 21, the statement is not a "clear and unmistakable" disclaimer regarding the scope of its patent. *Tech. Props.*, 849 F.3d at 1357. Restrict means "to confine within bounds" or "to place under restrictions as to use or distribution." *Restrict*, MERRIAM-WEBSTER (2024).[8] Thus, one interpretation of CamelBak's language is that the anchor portion must confine or prevent removal. But another interpretation could mean to limit or hamper passage, while not fully preventing passage. Restrict is therefore "amenable to multiple reasonable interpretations." *Tech. Props.*, 849 F.3d at 1358. This, coupled with fact that CamelBak did not use the word "prevent" during prosecution of Claim 18, is sufficient to prevent any finding of a clear and unmistakable disclaimer of the scope of the patent.

Because CamelBak's statement to the PTO during the prosecution of Claim 18 did not amount to disclaimer, the Court will not narrow the term in the manner Trove proposes.

E. "Extending Across"

Claim language	"by extending across at least a portion of the dispensing outlet"
Associated claims	'911 Patent Claims 14 '255 Patent Claim 3 '178 Patent Claims 4, 14 '250 Patent Claim 4
CamelBak proposal	plain and ordinary meaning
Trove proposal	by obstructing a portion of the dispensing outlet
Court's construction	**No further construction.**

[8] Restriction in turn means "a limitation on the use or enjoyment of property or a facility." *Restriction*, MERRIAM-WEBSTER (2024).

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The fifth disputed term appears in Claim 14of the '911 Patent, Claim 3 of the '255 Patent, Claims 4 and 14 of the '178 Patent, and Claim 4 of the '250 Patent.[9] The Court adopts the parties' practice of referring to the '911 patent unless otherwise noted.

As above, Trove again argues that CamelBak disclaimed the plain and ordinary meaning of "extending across" during prosecution. In that proceeding, the examiner rejected the claims over a prior art reference, "Leinenweber," which discloses a similar bottle with a folding spout. CamelBak amended its claims by adding the following underlined text:

> A dust cover extending between the pair of lateral guards and positioned to protect the dispensing outlet of the resilient mouthpiece <u>by extending across at least a portion of the dispensing outlet of the resilient mouthpiece</u> when the resilient mouthpiece is in the stowed position.

Dkt. No. 103-15, at 89. CamelBak then argued that Leinenweber "is not protected by a dust cover because the dispensing outlet is at all times unobstructed, even when in the stowed position." *Id*. at 101. Trove argues that CamelBak's reliance on the words "at all times unobstructed" limits the claim and requires a construction that includes the concept of obstruction. But there is a difference between saying what one thing is and what another is not. In front of the PTO, CamelBak was not arguing that its dust covers required obstruction. Rather, it was using obstruction merely as an example to demonstrate to the Examiner that Leinenweber did not include a dust cover at all, let alone one that obstructs or extends across. In fact, the region in dispute in the Leinenweber reference is not a dust cover at all; it is an empty, recessed space in which a user can fit their finger to raise the dispensing outlet. *See id.*

Disclaimer "must be both clear and unmistakable." *Tech. Props.*, 849 F.3d at 1357. Unlike Leinenweber, all the claims at issue in this construction include reference to a "dust cover." "Extending across" thus relates to the relationship between the dust cover and the dispensing outlet. This relation can occur in myriad ways but at minimum the relation must occur between the

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[9] The parties identified Claim 37 as a relevant claim for this construction. The '911 Patent, however, appears to include only 36 Claims.

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dust cover and the dispending outlet, which Leinenweber does not speak to because Leinenweber does not include a dust cover. The statements made by CamelBak are not the sort of "clear and unmistakable" statements that would support a finding of disclaimer. *Id*. The plain and ordinary meaning of "extending across" will thus apply to that term.

F. "Dispensing Outlet"

Claim language	a dispensing outlet through which drink fluid in the fluid conduit may be dispensed from the cap assembly to a user
Associated claims	'911 Patent Claims 13 and 37 '255 Patent Claim 1 '178 Patent Claim 1 and 11 '250 Patent Claim 1
CamelBak proposal	plain and ordinary meaning
Trove proposal	an outlet that can selectively dispense drink fluid in the fluid conduit from the cap assembly to a user
Court's construction	**No further construction**

The sixth disputed term appears in Claims 13 of the '911 Patent, Claim 1 of the '255 Patent, Claims 1 and 11 of the '178 Patent, and Claim 1 of the '250 Patent. The Court adopts the parties' practice of referring to the '911 patent unless otherwise noted.

Trove asks for a narrowing construction, arguing that by using the term "dispensing outlet" in a consistent manner throughout the specification, CamelBak has "defined that term by implication." *Bell Atl. Network Servs., Inc. v. Covad Commc'ns Grp., Inc.*, 262 F.3d 1258, 1271 (Fed. Cir. 2001) (internal citation omitted). Trove argues that CamelBak, throughout the specification, refers to the dispensing outlet as an outlet that "selectively dispenses drink fluid." It focuses on the primary embodiment of the dispensing outlet as a bite-actuated valve that requires

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selective user engagement. To drink, a user must bite the valve, open the slit in the mouthpiece, and selectively draw liquid from the drink container. In one illustrative example, the specification describes the dispensing outlet as a "[b]ite-actuated mouthpiece" in which the "user may bite or otherwise apply compressive forces to urge the mouthpiece from its closed configuration to a dispensing configuration." '911 Patent, at 8:7–32. Such language appears throughout the specification.

Courts rarely "read limitations from the embodiments in the specification into the claims." *MasterMine Software, Inc. v. Microsoft Corp.*, 874 F.3d 1307, 1310 (Fed. Cir. 2017). For the claim to be defined by implication, CamelBak must have used the term "dispensing outlet" "throughout the entire patent specification, in a manner consistent with only a single meaning." *Bell Atl. Network Servs*, 262 F.3d at 1271. Although CamelBak regularly describes the dispensing outlet in terms that depict a "bite-actuated valve," that is not the only embodiment the specification discloses. For example, the specification discloses a configuration in which the dispensing outlet folds to the cap assembly to restrict the flow of fluid. Upon activation of an on/off switch, the outlet moves to a dispensing configuration, and an "aperture in the drink spout" aligns to form "a continuous fluid conduit." '911 Patent, at 11:32–58. Nowhere in this embodiment does the patent discuss a "bite-activated valve." But even where the specification discusses bite-activation valves, the "selective" dispensing takes different forms. For example, the specification discusses an embodiment in which a user can "squeeze[] the fluid container," thereby reducing the bottle's volume and "urg[ing] fluid through the fluid conduit" and out through a bite-actuated mouthpiece. *Id*. at 9:59–10:3. Though the bite-actuated mouthpiece is at play here, the selective dispensing occurs not through the actuation of a bite but primarily through the squeeze of a hand.

In any event, "dispensing outlet" takes various embodiments in the specification. CamelBak "is entitled to the full scope of [its] claims," and the Court will not limit the claim to a single embodiment. *Kara Tech. Inc. v. Stamps.com Inc.*, 582 F.3d 1341, 1348 (Fed. Cir. 2009). The term's plain and ordinary meaning will be adopted.

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G. "Hollow Passage"

Claim language	"hollow passage"
Associated Claims	'250 Patent Claim 1
CamelBak Proposal	plain and ordinary meaning
Trove Proposal	a passage through an enclosure
Court's Construction	**a passage through an enclosure**

The seventh and final disputed term appears in Claim 1 of the '250 Patent.

Trove proposes that the Court construe "hollow passage" to mean "a passage through an enclosure." Trove argues that "hollow" in the context of the claim means a fully enclosed passage, while CamelBak argues that this overly narrows the claim by excluding definitions of "hollow," such as "concave" or "sunken." Given the dispute between the parties, the Court finds it appropriate to provide further construction of the term.

The Court agrees with and adopts Trove's proposal. As used in the claim language, the term "hollow" is best understood as encompassing a fully enclosed region. The claim describes:

> A pivotal mount coupled to the cap assembly base at two joints that define a pivotal axis for pivotal movement of the pivotal mount relative to the cap assembly base. The pivotal mount defining a hollow passage, the hollow passage having a mount outlet on a distal end of the pivotal mount.

'250 Patent at 19:21–26. The hollow passage sits in between the "cap base assembly," *id.* at 19:21, and a "mouthpiece," which is "coupled to the mount outlet of the pivotal mount." *Id.* at 19:27. The mount outlet sits at the distal end of the hollow passage. In other words, the hollow passage is a connective tube that runs from the cap base assembly to the mouthpiece; it allows fluid to travel from the drink container up to the user's mouth. *See id.* Fig. 5. If the passage were not enclosed and were merely a trough or sunken region, liquid could not travel through it as a result of suction

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or force applied to the drink container. Though it is possible that an unenclosed, trough-like passage could allow for the passage of liquid if the user angled the bottle downwards, neither the claim nor the specification disclose such an embodiment. Instead, the Patent consistently discloses the hollow passage as an enclosed passage through which liquid travels upon application of force or suction. *See id.* at 6:59–7:17. Of course, the hollow passage need not adhere to a specific shape; certain embodiments might be circumferential or ovular while others might take a rectangular shape. But the passage itself must be fully enclosed, otherwise it would not fit the purpose described in the claim, "for drink fluid to flow from the fluid container and through the cap assembly to a user." *Id.* at 19:8–9. Contrary to CamelBak's suggestion that this construction creates confusion by implying the passage must be closed on both ends, the claim readily answers this concern. The hollow passage has an "outlet" on its "distal end," which necessarily requires that the passage be open on both ends. *Id.* at 19:25–26.

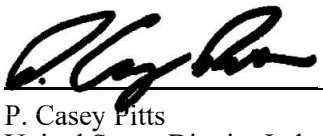
The Court therefore adopts Trove's proposal and construes "hollow passage" as a "passage through an enclosure."

IV. Conclusion

The seven terms identified by Trove are construed as set forth above.

IT IS SO ORDERED.

Dated: November 8, 2024



P. Casey Pitts
United States District Judge

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