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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

HARBOR FREIGHT TOOLS USA,
INC.,

Plaintiff,

vs.

CHAMPION POWER EQUIPMENT,
INC.,

Defendant.

Case No. 2:24-cv-08722-SVW-AS

**HARBOR FREIGHT'S
SUPPLEMENTAL CLAIM
CONSTRUCTION BRIEF**

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TABLE OF CONTENTS

Page

I. TERMS ON WHICH COURT DIRECTED SUPPLEMENTATION 1

 A. “switch...to [enable changing/change] operation of the engine
 between gaseous fuel and liquid fuel” 1

 B. Indefiniteness of “gaseous cutoff” & “coupled to [verb]” 3

II. OTHER TERMS 6

 A. “selector switch” 6

 B. “valve assembly” 9

 C. Other Terms 10

III. CONCLUSION 10

Pursuant to ECF No. 98, Harbor Freight provides this supplemental brief.

I. TERMS ON WHICH COURT DIRECTED SUPPLEMENTATION

A. “switch...to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel”

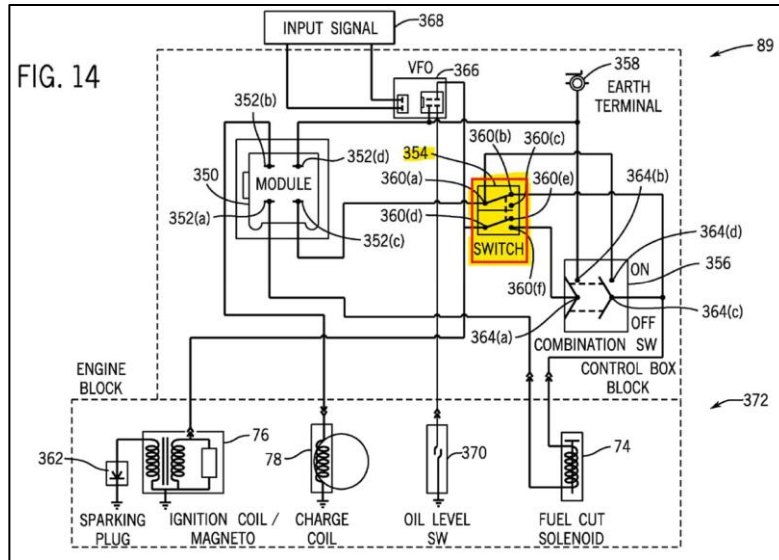
Court’s Tentative
A device that—by means of controlling electrical current or mechanical movement—toggles between gaseous and liquid fuel inputs to the dual-fuel engine.

Although the Court indicated its intent to *narrow* the scope from the parties’ respective constructions, the tentative construction *expands* the scope of the claim by including “or mechanical movement.” This construction would broadly include mechanical devices like the “selector switch” from the ’101 patent family.

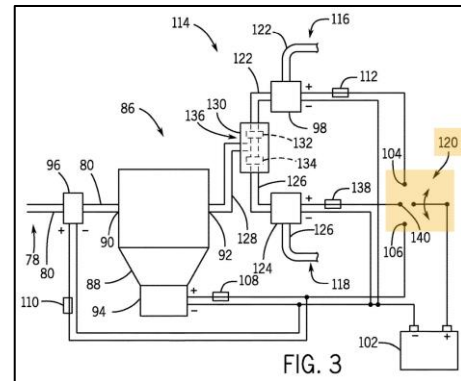
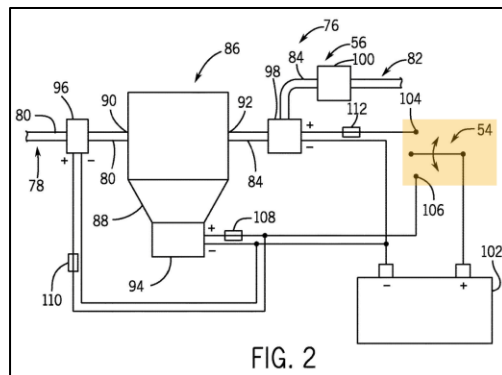
As a preliminary matter, Harbor Freight did not intend to read out the words “gaseous fuel,” “liquid fuel,” or “engine.” Harbor Freight amends below its proposed construction to address this. The focus of construction is the term “switch.”

The phrase has been identified for construction because “switch” is used differently within the patents-in-suit. Construction is necessary to provide guidance to the jury consistent with the intrinsic evidence despite the fact that other patents use “switch” in a manner different than its common understanding to a person of ordinary skill in the art (“POSITA”). See discussion *infra* regarding “Selector Switch”; Dkt. 84, at 2-9, 17-18; Dkt. 87, at 4-6, 17.

The word “switch” in these claims refers to a specific electrical switch used to change the operation of the engine from gaseous fuel to liquid fuel and vice versa. The patents consistently disclose electrical switches controlling solenoids to change the operation of the engine between gaseous and liquid fuel. The ’398 Patent explains “Fuel switch 354 changes operation of the engine between LPG and gasoline” by helping to control the fuel cut solenoid. ’398 Patent, col. 19:25-58; Fig. 14.



The '034 Patent similarly describes switch 54 which also controls solenoids to “change operation of the engine from liquid fuel to gaseous fuel.” '034 Patent, col. 7:24-37; Fig. 2 (below). Similarly, tri-fuel switch 120 in the same patent “actuate[s] any combination” of four solenoids to switch among three fuel types. *Id.*, col. 10:21-35; Fig. 3 (below).



Even the '145 Patent's “[e]lectro-mechanical switch 86” “comprise[s] an electrical switch 88.” '145 Patent, col. 9:52-64; Figs. 4A, 4B. These patents do not show a mechanical switch operating through mechanical movement *alone* without electrical circuitry to change the operation of the engine.

The Court's tentative construction expands the scope beyond Champion's alleged invention. The claimed invention (*e.g.* '398 claim 1, '034 claim 3, '145 claim 1) recites a system where solenoid valves controlled by electricity are used to open

1 and close valves to change operation between fuels. It clearly requires an electrical
2 switch, not a purely mechanical one.

3 To address the Court’s concern, Harbor Freight modifies its proposed
4 construction to read:

5 a device for making, breaking, or changing the connection in an electrical
6 circuit that controls mechanical movement and causes a change in
operation **of the engine between gaseous fuel and liquid fuel.**

7 Harbor Freight respectfully submits that its construction should be adopted, or
8 the Court’s tentative construction should be modified to remove the reference to “or
9 mechanical movement.”

10 **B. Indefiniteness of “gaseous cutoff” & “coupled to [verb]”**

Court’s Tentative for “gaseous cutoff”	Court’s Tentative for “coupled to [verb]”
Moveable, airtight seal.	“Attached in such a way as to perform a desired action,” where the action is the following verb.

15 The disputed terms “gaseous cutoff” and “coupled to [verb]” are part of a
16 limitation that is purely functional: “a gaseous cutoff coupled to open and close a
17 gaseous fuel source to the engine” (’034 claim 1). Harbor Freight believes these terms
18 read in context present a fundamental indefiniteness problem that the Court’s tentative
19 constructions cannot cure. The structural uncertainty fails to inform POSITAs about
20 the scope of the invention with reasonable certainty. *See Nautilus, Inc. v. Biosig*
21 *Instruments, Inc.*, 572 U.S. 898, 901 (2014).

22 Starting with “gaseous cutoff” standing alone, this term is indefinite because it
23 lacks any recognized structural meaning. Dkt. 84-3, ¶ 84. The term never appears in
24 the specification, which instead uses only “gaseous cutoff solenoid” or “LPG cutoff
25 solenoid.” ’034 patent, col. 2:17-23; 6:27-55; 12:47-53; Fig.2.

26 But Champion deleted “solenoid” from the claims during prosecution, which
27 deliberately broadened the claim scope. *See Ex. M*, ’034 pat. File History,

1 Amend./Resp. to Office Action Mailed January 25, 2019 (Apr. 25, 2019).¹ The
2 examiner and Champion had disputed the meaning of “solenoid.” *Compare* Ex. N,
3 Jun. 8, 2018 Final Office Action, at 14 with Ex. O, Nov. 13, 2018 Appeal Br., at 6.
4 To overcome prior art, Champion strategically deleted “solenoid” from the gaseous
5 element while maintaining “liquid cutoff solenoid.” *See* Ex. M, Apr. 25, 2019
6 Amend./Resp. to Office Action.

7 Federal Circuit precedent prohibits undoing such deliberate prosecution
8 choices. Courts “construe the claim as written, not as the patentees wish they had
9 written it.” *Chef America, Inc. v. Lamb-Weston, Inc.*, 358 F.3d 1371, 1374 (Fed. Cir.
10 2004). By deleting “solenoid” while arguing about its technical meaning, Champion
11 unequivocally disclaimed requiring solenoids for the gaseous cutoff element. *See*
12 *Southwall Techs., Inc. v. Cardinal IG Co.*, 54 F.3d 1570, 1576 (Fed. Cir. 1995)
13 (finding estoppel based on disclaimer). Champion’s January 2020 Certificate of
14 Correction confirms the deletion was intentional. Ex. P. “Solenoid” should not be
15 read back into claims from which it was deliberately removed.

16 Champion’s expert could only provide generic functional descriptions rather
17 than any specific category of structures. *See* Dkt. 83-1, ¶¶ 112-116; Dkt. 87-2, at
18 136:14-137:11. Without identifying what structural class “gaseous cutoff”
19 encompasses, the term presents structural uncertainty rendering it indefinite.
20 *Mantissa Corp. v. First Financial Corp.*, No. 2022-1963, 2024 WL 607717, *3–*4
21 (Fed. Cir. Feb. 14, 2024).

22 The claim terms also critically fail to identify to what component the gaseous
23 cutoff couples. Both parties agree that “coupling” requires two or more components;
24 the Court’s tentative construction also contemplates this. The ’034 claim identifies
25 one component (gaseous cutoff) and merely recites a function (open and close a
26 gaseous fuel source to the engine), without the second structure to which the gaseous
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28 ¹ “Ex. __” refers to the supporting Declaration of Eric Huang, filed herewith. Champion - EX2124, Page 6 of 15
Harbor Freight Tools USA, Inc. et al. v. Champion Power Equip., Inc.
IPR2025-01271

1 cutoff couples. This stands in stark contrast to other limitations in the same claim: “a
2 liquid cutoff solenoid ***coupled to the carburetor*** to open and close a liquid fuel path”
3 and “a switch selectively ***coupling a power source to the liquid cutoff solenoid.***”
4 Both clearly identify the structures being coupled. In fact, the problem is best
5 illustrated by dependent claim 2, which recites a further limitation that introduces
6 structural clarity for claim 2 – “couples the gaseous fuel source ***to the intake.***”
7 Because independent claim 1 is necessarily broader, the term at issue includes a
8 broader but ambiguous scope as it lacks a recital as to what the “gaseous cutoff” is
9 coupled.

10 This limitation in claim 1 leaves POSITAs guessing about the attachment point.
11 Should it connect to the carburetor, the intake, the fuel line, or something else? Each
12 location would require completely different structures, installation methods, and
13 operational characteristics. Dkt. 84-3, ¶¶ 94-99. Without specification guidance,
14 POSITAs cannot determine which arrangements infringe the claim and which do not.
15 The Federal Circuit has affirmed indefiniteness where relevant clauses, when properly
16 construed, were “incomprehensible.” *Horizon Pharma, Inc. v. Dr. Reddy's Lab's*
17 *Inc.*, 839 F. App'x 500, 505 (Fed. Cir. 2021).

18 The Court's tentative constructions do not resolve these fundamental problems.
19 The tentative construction of “gaseous cutoff” as “moveable, airtight seal” lacks any
20 intrinsic support, as neither “seal” nor “airtight” appears in the specification. It merely
21 replaces an ambiguous functional term with an unsupported structure. The tentative
22 impermissibly and ambiguously broadens the claim to encompass any device that cuts
23 off fuel flow while failing to account for the “gaseous” limitation.

24 Similarly, the tentative for “coupled to [verb]” of “attached in such a way as to
25 perform a desired action” merely restates the functional language without adding
26 structural clarity. Multiple attachment locations could “perform the desired action,”
27 yet it is unclear which configurations fall within the claim scope. The construction
28

1 provides no guidance on the component to which the gaseous cutoff attaches. This
2 failure renders the term indefinite. *Nautilus*, 572 U.S. at 910.

3 The specification provides no answers to these critical questions. Although it
4 describes a “gaseous cutoff solenoid 98,” col. 6:27-36, the patentee deliberately
5 removed “solenoid” from the claims and never defines what broader class of
6 structures “gaseous cutoff” encompasses.

7 Here, an undefined structural term (“gaseous cutoff”) combined with an
8 incomplete coupling limitation (failing to identify the second structure) creates
9 precisely the type of uncertainty that *Nautilus* prohibits. Even applying the tentative
10 constructions, POSITAs cannot determine with reasonable certainty which structures
11 satisfy the limitation and which do not. See Dkt. 84-3, ¶¶ 94, 98-99.

12 For these reasons, the Court should find the combined term “a gaseous cutoff
13 coupled to open and close a gaseous fuel source to the engine” (’034 claim 1)
14 indefinite under *Nautilus*.

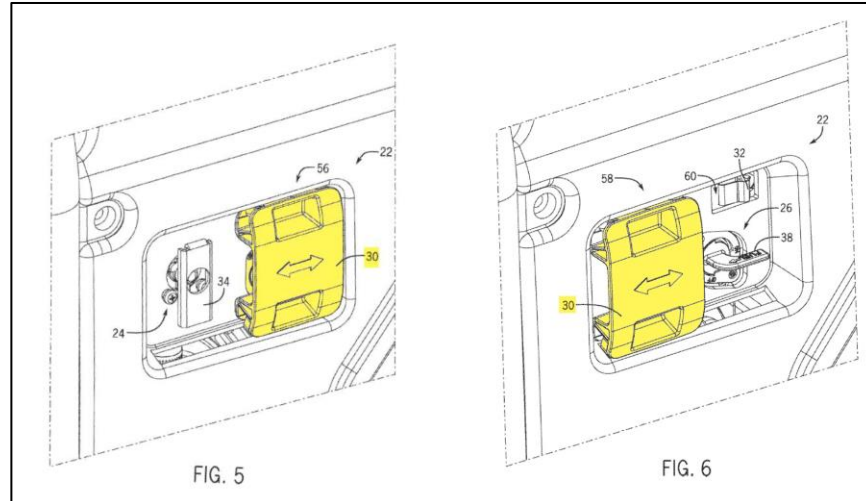
15 II. OTHER TERMS

16 A. “selector switch”

Court’s Tentative
<u>Mechanical device whose positioning precludes simultaneous</u> <u>access to two fuels</u>

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20 The Court’s tentative construction differs from the one offered by the Court
21 during the hearing and, respectfully, does not address the intrinsic evidence. During
22 the hearing, the Court proposed “mechanical device whose positioning precludes
23 simultaneous access *to two sets of user operator controls.*” Ex. Q at 5:19-21
24 (emphasis added). This proposal differs from the Court’s current tentative, which no
25 longer refers to “user operator controls.” Clarification is required to address user
26 access, a critical aspect of the alleged invention.

1 The intrinsic evidence only supports a “selector switch” that precludes access
2 to user operator controls such as the handles (34, 38) of the respective valves shown
3 in Figures 5 and 6 of the ’101 patent.



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12 Merely requiring that the mechanical device “precludes simultaneous access
13 “to two fuels” significantly broadens the scope of the claims beyond the intrinsic
14 evidence. Without clarification, the tentative construction could allow any
15 “mechanical device,” such as a valve assembly, that stops the flow of one fuel and
16 allows the flow of another fuel to meet the claim “precludes simultaneous access to
17 two fuels” regardless of whether the device limits access by a user to fuel valves.
18 Champion’s infringement contentions allege that the knob shown on an accused tri-
19 fuel generator meets the “selector switch” limitation, irrespective of whether it
20 prevents subsequent user access to a valve handle or other user interface for the valve.
21 See annotated image from Champion’s infringement contentions below. That is
22 inconsistent with the patent intrinsic evidence.



Critically, the specification makes clear that the “selector switch” restricts access to valve handles. ’101 pat., col. 5:51-55. The patent clearly describes precluding access by a user, not by the engine. There is no intrinsic support for any device that precludes simultaneous access to two fuels by the engine, such as a valve. The patents disclose an alleged invention that is something more than just a valve. To the extent that Champion argues that actuating valves “precludes simultaneous access to two fuels” by the engine, that exceeds the scope of the alleged invention. Champion’s arguments to the contrary are without merit; Harbor Freight’s construction does not require actual use by a user but defines the structure based on what it allows or precludes a user to access. Clarification is required to confirm that it is access by the “user” that is precluded.

The Court’s construction proposed during the hearing and the Harbor Freight proposed construction both capture the alleged invention of the ’101 patent family; the tentative does not. The Court should either adopt its proposed construction from the hearing (“mechanical device whose positioning precludes simultaneous access to two sets of user operator controls”) or Harbor Freight’s construction (“a movable component whose positioning enables subsequent user selection of only one fuel source”).

1 **B. “valve assembly”**

Court’s Tentative
One or more valves arranged together, along with mechanisms for their operations.

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5 Harbor Freight’s construction—“at least one fuel valve and corresponding
6 valve handle, separate from the selector switch”—clarified what is and what is not
7 part of the “valve assembly” consistent with and based on the intrinsic evidence.
8 Respectfully, the Court’s tentative construction results in improper broadening of the
9 claim scope to include *any* mechanisms relevant for operations despite Champion’s
10 disavowal during the prosecution.

11 During the prosecution, to distinguish its invention from prior art Poehlman,
12 Champion narrowed its invention so that the “valve assembly” includes fuel valves
13 with handles. Dkt. 84-4, ’101 pat. File History, Appeal Br. at 6-7 (Mar. 8, 2019).
14 Further to distinguish the same prior art, Champion explained that “a valve assembly
15 and a selector switch [are a] two separate and distinct elements/structures” and even
16 took step further that “[t]here elements should not be confused with one another.” *Id.*,
17 at 7-8. Both constitute a clear disavowal that defines the scope of “valve assembly.”

18 The latter half of Court’s tentative construction—“along with mechanisms for
19 their operations”—would result in *broadening* the scope to cover indistinct
20 assemblies that do not include a valve handle but do include mechanisms that might
21 be considered part of the claimed “selector switch” as well. For example, a knob and
22 cables that actuate a valve to open and close, without a valve handle, could through
23 its positioning “preclude simultaneous access to two fuels” (the Court’s tentative for
24 “selector switch”) and also comprise “mechanisms for [valve] operations,” making
25 the purported “selector switch” and “valve assembly” indistinct and not separate
26 under the Court’s tentative.

27 Harbor Freight proposes the modification of the Court’s tentative construction
28 to accurately reflect the middle ground in light of the disavowal to be “one or more

1 valves arranged together with corresponding valve handles for their operations, but
2 separate from the selector switch.”

3 **C. Other Terms**

4 The Parties agree on their proposed constructions of “communication” (“***fuel***
5 transfer”) and “communicate” (“connect, so as to enable ***fuel*** transfer”), which
6 modifies the Court’s tentative by replacing “fluid” with “fuel.”

7 Harbor Freight agrees with the Court’s tentative constructions for the terms “a
8 mechanical fuel valve”; “from coupling”/“to couple”/“coupling”; and “rotating
9 mechanical valve” and believe they should be adopted. Harbor Freight respectfully
10 disagrees with the Court’s tentative construction of the terms “pressure regulator”;
11 and “integral components of” and stands on its briefing and argument.

12 **III. CONCLUSION**

13 Harbor Freight respectfully requests that the Court adopt constructions as
14 described above.

1 DATED: October 29, 2025

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Harbor Freight Tools USA, Inc., certifies that this brief contains 2494 words, which complies with the word limit set by the parties' joint stipulation filed on October 29, 2025.

DATED: October 29, 2025

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CERTIFICATE OF SERVICE

I, David M. Grable, hereby certify that on this October 29, 2025, a copy of foregoing **Plaintiff Harbor Freight Tools USA, Inc.'s Supplemental Claim Construction Brief** was served via email on all attorneys of record.

/s/ David M. Grable

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