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

HARBOR FREIGHT TOOLS USA, INC.,
Plaintiff,
v.
CHAMPION POWER EQUIPMENT,
INC.
Defendant.

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

**DEFENDANT CHAMPION POWER
EQUIPMENT, INC.'S OPENING
MARKMAN BRIEF**

Date: September 30, 2025

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Judge: Hon. Stephen V. Wilson

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I. INTRODUCTION

The Court should adopt Defendant Champion Power Equipment, Inc.’s (“Champion”) proposed claim constructions for the disputed claim terms of the patents-in-suit (the “Asserted Patents”¹) and reject those proposed by Plaintiff Harbor Freight Tools USA, Inc. (“Harbor Freight” or “HFT”). Champion proposes the plain and ordinary meaning be accorded to the disputed terms in view of the intrinsic record. The extrinsic evidence, including Champion’s expert testimony, bolsters these arguments. “If a claim term has a plain and ordinary meaning, [the Court’s] inquiry ends.” *BASF Agro B.V. v. Makhteshim Agan of N. Am., Inc.*, 519 F. App’x 1008, 1015 (Fed. Cir. 2013) (citing *Vitronics Corp. v. Conceptronic, Inc.* 90 F.3d 1576, 1582 (Fed. Cir. 1996)).

Harbor Freight’s proposed constructions, on the other hand, violate some of the most basic tenets of claim construction, including the rule against importing limitations from a preferred embodiment into the claims and the doctrine of claim differentiation (including both the presumption that different claim terms have different meanings, and that different claims have different scope). Harbor Freight’s proposed constructions, divorced from well-established patent law, are unsupported by intrinsic or extrinsic evidence and are a litigation tactic to attempt to avoid a finding that Harbor Freight has willfully infringed the Asserted Patents.

II. CHAMPION INNOVATIONS

The Asserted Patents relate generally to multi-fuel engines and generators. Multi-fuel generators can run on more than one fuel source to create electricity. Typically, they can run on liquid fuel such as gasoline or gaseous fuels such as

¹ The Asserted Patents are U.S. Patent Nos. 10,393,034 (“’034 Patent”); 11,143,120 (“’120 Patent”); 11,492,985 (“’985 Patent”); 11,530,654 (“’654 Patent”); 11,840,970 (“’970 Patent”); 10,221,780 (“’780 Patent”); 11,905,895 (“’895 Patent”); 10,697,398 (“’398 Patent”); 11,143,145 (“’145 Patent”); 10,598,101 (“’101 Patent”); 11,306,667 (“’667 Patent”); 11,761,390 (“’390 Patent”); and 11,905,896 (“’896 Patent”) and can be found at ECF Nos. 1-1 through 1-13.

1 propane or natural gas. The ability to switch between different fuel types provides
2 consumers with the option to use fuels that may be more convenient or produce a
3 higher power output (e.g., gasoline) or fuels that are cleaner (e.g., propane and natural
4 gas).

5 In one example of an invention disclosed by the Asserted Patents, a multi-fuel
6 generator that can have a fuel selector that switches between two fuels. The fuel
7 selector interacts with components such as switches, solenoids, and valves to control
8 which of the different fuels flow to an engine of the multi-fuel generator. Different
9 types of valves in the multi-fuel generator can be mechanical valves or electro-
10 mechanical valves, for example. In another example, a multi-fuel generator can have
11 a mechanical fuel lockout switch that is used to selectively control which fuel flows
12 to the engine from one of the fuel sources. Other components of the multi-fuel
13 generator may include, for example, an engine, a pressure regulator, and an alternator.
14 The components are coupled in a manner that facilitates the desired functionality of
15 the multi-fuel generator.

16 **A. POSITA Definition**

17 Champion's expert witness, William Singhose, Ph.D., has offered an opinion
18 on the skill level for a POSITA that the Court should adopt with respect to the
19 Asserted Patents. *See* Declaration of Dr. William Singhose ("Decl."). Dr. Singhose
20 opines the claimed subject matter in the Asserted Patents can be compared to subject
21 matter typically taught in the curricula for mechanical engineering or a closely related
22 field. *Id.*, ¶ 36. Thus, a POSITA would have a four-year degree in mechanical
23 engineering or a closely related field and at least one year of experience designing,
24 developing, servicing, or operating fuel-powered machinery. *Id.*, ¶ 34. Additional
25 education could substitute for professional experience and significant work
26 experience—such as working with, servicing, or operating such machinery in the
27 field. *Id.* For example, Dr. Singhose's senior year mechanical engineering students
28 complete a capstone design project wherein they usually design, construct, and

1 demonstrate a prototype product, and such prototypes often utilize switches, valves,
2 and various mechanical assemblies comparable to the subject matter of the Asserted
3 Patents. *Id.*, ¶ 37. Therefore, mechanical engineering students would be able to
4 understand and practice most of the claimed features, as well as how those features
5 would be combined and operate. *Id.* An additional year of experience addresses
6 components of such systems, like carburetors with float bowls, not usually taught at
7 the undergraduate level. *Id.*, ¶ 38.

8 **III. LEGAL STANDARDS**

9 Courts construe the scope of patent claims as a matter of law. *Markman v.*
10 *Westview Instruments, Inc.*, 517 U.S. 370, 391 (1996). Claim constructions form the
11 basis for jury instructions to be used by jurors to determine whether infringement has
12 been proven. Because the starting point is that all the patent claims are presumed valid
13 and that the claim language has its plain and ordinary meaning, not every term needs
14 to be construed by the Court; only “fundamental disputes” about claim scope must be
15 resolved, and only to the limited extent necessary:

16 Although when the parties present a fundamental dispute
17 regarding the scope of a claim term, it is the court’s duty
18 to resolve it, courts are not (and should not be) required to
19 construe *every* limitation present in a patent’s asserted
20 claims. The purpose of claim construction is to resolve
21 disputed meanings and technical scope, to clarify and
22 when necessary to explain what the patentee covered by
23 the claims, for use in the determination of infringement or
24 invalidity. Accordingly, only those terms need be
25 construed that are in controversy, and only to the extent
26 necessary to resolve the controversy.

27 *Promptu Sys. Corp. v. Comcast Corp.*, 92 F.4th 1372, 1380 (Fed. Cir. 2024) (citation
28 modified) (citing *O2 Micro Int’l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351,
1362 (Fed. Cir. 2008), *U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed.
Cir. 1997), and *Vivid Techs., Inc. v. Am. Sci. & Eng’g, Inc.*, 200 F.3d 795, 803 (Fed.
Cir. 1999)). In some cases, once appropriate claim construction principles are

1 followed, the court determines there is no true controversy about the meaning, and
2 then no construction is required. *See, e.g., Summit 6, LLC v. Samsung Elecs. Co., Ltd.*,
3 802 F.3d 1283, 1291 (Fed. Cir. 2015) (The district court did not err in declining to
4 construe the disputed term, which was itself “comprised of commonly used terms;
5 each is used in common parlance and has no special meaning in the art. Because the
6 plain and ordinary meaning of the disputed claim language is clear, the district court
7 did not err by declining to construe the claim term.”); *ActiveVideo Networks, Inc. v.*
8 *Verizon Commc'ns, Inc.*, 694 F.3d 1312, 1326 (Fed. Cir. 2012) (finding the district
9 court did not err under *O2 Micro* in concluding “superimposing” claim terms “have
10 plain meanings that do not require additional construction”); *but see O2 Micro*, 521
11 F.3d at 1361 (“A determination that a claim term ‘needs no construction’ or has the
12 ‘plain and ordinary meaning’ may be inadequate when a term has more than one
13 ‘ordinary’ meaning or when reliance on a term’s ‘ordinary’ meaning does not resolve
14 the parties’ dispute.”).

15 Claim construction is a question of law for the Court. *Markman*, 517 U.S. at
16 391. Claim terms are given their plain and ordinary meaning as understood by a
17 person having ordinary skill in the art (“POSITA”) at the time of the invention.
18 *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc). The courts
19 “presume that the terms in the claim mean what they say.” *BASF Agro B.V.*, 519 F.
20 App’x at 1015 (*citing Tate Access Floors, Inc. v. Interface Architectural Res., Inc.*,
21 279 F.3d 1357, 1370 (Fed. Cir. 2002). “In some cases, the ordinary meaning of claim
22 language as understood by a [POSITA] may be readily apparent even to lay judges,
23 and claim construction in such cases involves little more than the application of the
24 widely accepted meaning of commonly understood words.” *Phillips*, 415 F.3d at
25 1314; *Medicis Pharm. Corp. v. Acella Pharms. Inc.*, CV 10-1780-PHX-JAT, 2011
26 WL 810044 (D. Ariz. Mar. 2, 2011). “If a claim term has a plain and ordinary
27 meaning, our inquiry ends.” *BASF Agro B.V.*, 519 F. App’x at 1015.

28 Claim construction begins by examining the claim language itself because the

1 claims define the invention. *Phillips*, 415 F.3d at 1312. This bears repeating: “It is the
2 claims, not the preferred embodiments, that define the metes and bounds of the
3 patentee’s invention.” *IQRIS Techs. LLC v. Point Blank Enters., Inc.*, 130 F.4th 998,
4 1004 (Fed. Cir. 2025) (citing *Phillips*, 415 F.3d at 1312, 1323). While the claims are
5 read in view of the specification, importing a limitation from the specification into the
6 claims has been deemed one of the “cardinal sins of patent law.” *SciMed Life Sys.,*
7 *Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1340 (Fed. Cir. 2001);
8 *Hill-Rom Servs., Inc. v. Stryker Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014) (“[W]e
9 do not read limitations from the embodiments in the specification into the claims.”).

10 “There are only two exceptions” to the general rule that claims are given their
11 plain and ordinary meaning: “1) when a patentee sets out a definition and acts as his
12 own lexicographer, or 2) when the patentee disavows the full scope of a claim term
13 either in the specification or during prosecution.” *Thorner v. Sony Comput. Entm’t*
14 *Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012) (emphasis added). “The standards for
15 finding lexicography and disavowal are exacting.” *Hill-Rom*, 755 F.3d at 1371.
16 Regarding the first exception, “[t]o act as its own lexicographer, a patentee must
17 *clearly* set forth a definition of the disputed claim term other than its plain and
18 ordinary meaning” and must “*clearly* express an intent to *redefine* the term.” *Thorner*,
19 669 F.3d at 1365 (quoting *Helmsderfer v. Bobrick Washroom Equip., Inc.*, 527 F.3d
20 1379, 1381 (Fed. Cir. 2008)) (emphasis added). As to the second exception, “[t]o
21 disavow claim scope, the specification must contain ‘expressions of manifest
22 exclusion or restriction, representing a clear disavowal of claim scope.’” *Retractable*
23 *Techs., Inc. v. Becton, Dickinson & Co.*, 653 F.3d 1296, 1306 (Fed. Cir. 2011)
24 (quoting *Epistar Corp. v. ITC*, 566 F.3d 1321, 1335 (Fed. Cir. 2009)). The narrow
25 limits of these two (and only) exceptions were recently emphasized by the Federal
26 Circuit in *IQRIS*:

27 [T]he patentee is free to choose a term and expect to obtain
28 the full scope of its plain and ordinary meaning *unless* the

1 patentee *explicitly* redefines the term or disavows its full
2 scope.

3 130 F.4th at 1004 (emphasis added) (reversing the district court’s interpretation a
4 “pull cord” must be directly pulled by a user—the action of “pulling” was improperly
5 imported from the specification—because in the absence of inventor lexicography or
6 express disavowal of claim scope, that limitation cannot be read into the claim). “The
7 standard for disavowal is exacting, requiring clear and unequivocal evidence that the
8 claimed invention includes or does not include a particular feature.” *Id.* at 1005
9 (citation modified) (quoting *Poly-Am., L.P. v. API Indus., Inc.*, 839 F.3d 1131, 1136
10 (Fed. Cir. 2016)).

11 The patent’s prosecution history may also be relevant to claim construction;
12 however, claim amendments and statements by the patentee during prosecution do
13 not limit the claims unless they reflect a “clear and unmistakable disclaimer” of claim
14 scope. *Omega Eng’g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1325–26 (Fed. Cir. 2003).
15 Prosecution disclaimer does not attach “[w]hen the alleged disclaimer is ambiguous
16 or amenable to multiple reasonable interpretations.” *Core Wireless Licensing S.A.R.L.*
17 *v. LG Elecs., Inc.*, 880 F.3d 1356, 1367 (Fed. Cir. 2018); *see also Maquet*
18 *Cardiovascular LLC v. Abiomed Inc.*, 131 F.4th 1330, 1339 (Fed. Cir. 2025).

19 Courts may consider extrinsic evidence such as expert testimony² and
20 dictionaries. *Phillips*, 415 F.3d at 1317. For instance, expert testimony can be used
21 “to ensure that the court’s understanding of the technical aspects of the patent is
22 consistent with that of a [POSITA].” *Id.* at 1318. However, extrinsic evidence cannot
23 be used to override the plain and unambiguous interpretation offered by the claim
24 language and specification. *See Profectus Tech. LLC v. Huawei Techs. Co., Ltd.*, 823
25 F.3d 1375, 1380 (Fed. Cir. 2016) (“Extrinsic evidence may not be used ‘to contradict
26

27 ² Champion submits its expert’s Declaration contemporaneously herewith. Champion
28 will also be filing a Motion to Strike Harbor Freight’s expert declaration as being
untimely disclosed.

1 claim meaning that is unambiguous in light of the intrinsic evidence.”) (citations
2 omitted); *Seabed Geosolutions (US) Inc. v. Magseis FF LLC*, 8 F.4th 1285, 1287 (Fed.
3 Cir. 2021) (“If the meaning of a claim term is clear from the intrinsic evidence, there
4 is no reason to resort to extrinsic evidence.”).

5 One common claim construction doctrine is claim differentiation. This doctrine
6 generally means different words/phrases presumably mean different things, and a
7 narrower limitation in a dependent claim shows that such limitation is *not* part of the
8 independent claim from which it depends. “Under the doctrine of claim
9 differentiation, it is presumed that different words used in different claims result in a
10 difference in meaning and scope for each of the claims.” *Clearstream Wastewater*
11 *Sys., Inc. v. Hydro-Action, Inc.*, 206 F.3d 1440, 1446 (Fed. Cir. 2000). This
12 presumption is at its strongest “where the limitation that is sought to be ‘read into’ an
13 independent claim already appears in a dependent claim.” *InterDigital Commc’ns.,*
14 *LLC v. ITC*, 690 F.3d 1318, 1324 (Fed. Cir. 2012) (quoting *Liebel-Flarsheim Co. v.*
15 *Medrad, Inc.*, 358 F.3d 898, 910 (Fed. Cir. 2004)). Without the rule against importing
16 a limitation from one claim into another, “the entire statutory and regulatory structure
17 governing the drafting, submission, examination, allowance, and enforceability of
18 claims would crumble.” *D.M.I., Inc. v. Deere & Co.*, 755 F.2d 1570, 1574 (Fed. Cir.
19 1985). There is also “a presumption that two independent claims have different scope
20 when different words or phrases are used in those claims.” *Seachange Int’l, Inc. v. C-*
21 *COR, Inc.*, 413 F.3d 1361, 1368-69 (Fed. Cir. 2005).

22 These basic tenets of patent claim construction show all of the disputed terms
23 should be accorded their plain and ordinary meaning. The patentee has neither acted
24 as its own lexicographer nor expressly disavowed any claim scope, and Champion’s
25 expert testimony on plain and ordinary meaning is un rebutted for all but four of the
26 disputed terms. Rather than present legitimate disputes of the plain and ordinary
27 meaning of the disputed claim terms, Harbor Freight repeatedly commits the cardinal
28 sin of importing limitations from the specification into the claims and ignores the

1 doctrine of claim differentiation. Applying these principles, the Court should reject
2 Harbor Freight’s approach to the disputed claim terms and confirm the terms should
3 be viewed with their plain and ordinary meaning or the alternative proposed
4 constructions suggested by Champion below.

5 **IV. ARGUMENT**

6 **A. “selector switch” (’101/’667/’390/’896)**

7 8 9 10 11 12 13 14	Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
	“selector switch”	’101: 1-2, 8-9, 17-19 ’667: 1-18 ’390: 1-3, 5-10 ’896: 30-32, 34-36	Plain and ordinary meaning	a movable component whose positioning enables subsequent user selection of only one fuel source

15 Champion asserts this term, along with the remaining terms for which HFT
16 proposes construction, can be construed as having its plain and ordinary meaning.
17 “Selector switch” is a term a POSITA would easily understand in the Asserted
18 Patents. As described by Dr. Singhose, a POSITA would accord this term its plain
19 and ordinary meaning to be consistent with and understood in light of the specification
20 and claim language, which includes a device or mechanism for choosing an option or
21 a device or mechanism for making a selection or choice. There is nothing in the
22 specification or file history that dictates a different construction.

23 Further, “switch” is a term commonly used in patents and for which courts have
24 often accorded its plain and ordinary meaning. *See, e.g., Douglas Dynamics, LLC v.*
25 *Buys Prods. Co.*, No. 09-cv-261-bbc, 2010 WL 744253, at * 9 (W.D. Wis. Mar. 2,
26 2010) (“‘Switch’ as used in claims of the patent does not need construction because
27 its plain and ordinary meaning is easily discernible from the claim language. The term
28 is clear and nothing in the claim language or the specification necessitates a special

1 definition. Therefore, the plain and ordinary meaning controls.”) (citation modified).

2 HFT, on the other hand, ignores the plain meaning of the term in favor of a
3 construction that inappropriately incorporates additional limitations. First, HFT’s
4 proposed construction adds the requirement the selector switch be a “movable
5 component.” “Movable component” does not find support in the specifications of the
6 Asserted Patents. Further, as explained by Dr. Singhose in his declaration,
7 “component” has multiple meanings and its incorporation into the construction of
8 selector switch could confuse the fact finder, especially when the term selector switch
9 is an easily understood term in the claims. Decl., ¶ 47.

10 Second, the construction incorrectly incorporates an action by the user
11 (“enables subsequent user selection of only one fuel source”). Nothing in the
12 specification or file history dictate that additional limitation. Instead the use of the
13 claim limitation is further described in the patent claims themselves. For example,
14 Claim 1 of the ’101 Patent requires: “a selector switch positioned on the valve
15 assembly to allow a user to manually select one of the first fuel flow and the second
16 fuel flow.” In that instance, HFT’s proposed construction is almost cumulative of the
17 requirements of the subsequent claim language.

18 The Court should find “selector switch” can be given its plain and ordinary
19 meaning. However, should the Court be inclined to provide a construction for the jury,
20 the Court should construe the term to read: a device or mechanism for choosing an
21 option or a device or mechanism for making a selection or choice.

22 **B. “valve assembly” (’101/’667/’390/’896)**

23 Disputed claim 24 term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
25 “valve assembly”	26 ’101: 1-2, 8-10, 27 17-19 28 ’667: 1-18	Plain and ordinary meaning	at least one fuel valve and corresponding valve handle,

	'390: 3, 5-8		separate from the selector switch
	'896: 30-32, 34-36		

Again, Champion asserts the term “valve assembly” should be given its plain and ordinary meaning whereas HFT blatantly incorporates other limitations into the construction.

As pointed out in Dr. Singhose’s Declaration, a valve assembly is a well-known component within engineering. As such, a POSITA would readily understand the term and how its use is claimed. A POSITA would know valve assemblies come in several different forms, with various properties that can be chosen to match with an intended purpose. Decl., ¶¶ 52-53.

HFT’s proposed construction incorporates additional requirements such as a corresponding valve handle and the assembly must be separate from the selector switch. First, “handle” does not appear in the claims. Second, the claims do not state components are “separate from the selector switch.”

For example, Claim 17 of the ’101 Patent claims, inter alia, a “valve assembly positioned on or adjacent the selector switch,” which inherently contradicts HFT’s proposal that they be “separate and distinct.” Indeed, the “valve assembly” is said to be “on...the selector switch,” so the valve assembly is not necessarily “separate from the selector switch. HFT is clearly attempting to force the claims to be read *only* on a preferred embodiment. As another example, Claim 1 of the ’667 Patent claims “a selector switch positioned on the valve assembly...,” again cutting against HFT’s argument about being “separate.” Claim 10 of the ’667 Patent is yet another example where the “valve assembly” and the “selector switch” are not called out by the patentee to have any such “separate and distinct” relationship. And Claim 14 of the ’667 Patent demonstrates a case where the “valve assembly” and “selector switch” can be related by a “corresponding operation,” but certainly does not require them to be “separate.”

1 Also, demonstrating HFT’s attempt to read preferred embodiments into the
2 claims is HFT’s proposal to require a “handle” in the “valve assembly” where the
3 patentee clearly did not require it. Claim 10 of the ’101 Patent separately refers to “a
4 valve assembly” and “at least one valve handle positioned on and operably connected
5 to the valve assembly....” Again, the language of the claims themselves belies HFT’s
6 proposed construction.

7 Therefore, the “valve assembly” itself cannot be defined to have a handle
8 because the patentee used separate language to call out when a handle is required. As
9 another example, Claim 29 of the ’896 Patent further limits dependent Claim 28
10 (depending from independent Claim 21 through dependent Claim 26), which has a
11 “valve assembly,” by further claiming “a first valve handle” and “a second valve
12 handle.” The fact that dependent Claim 29 specifically adds “handle[s]” means the
13 claims from which it depends are not required to have handles. Otherwise, Claim 29
14 would be meaningless. For at least these reasons, under the doctrine of claim
15 differentiation, “valve assembly” cannot be construed as *necessarily* having a
16 “corresponding valve handle.” A “valve assembly” may include a handle, but it is not
17 required.

18 HFT’s faulty construction invites this Court to make the same error that caused
19 the Federal Circuit to reverse the district court’s claim construction in *IQRIS Techs.*
20 *LLC*, 130 F.4th at 1004. There, the district court improperly interpreted “pull cord” as
21 needing to be “directly pulled” by the user (improperly reading preferred
22 embodiments into the claims) and that “pull cord” excludes cords with handles. *Id.* at
23 1003. Referring to plain and ordinary meaning, and absence of lexicography or
24 disavowal of claim scope, the patentee argued (1) the claims do not specify (and thus
25 are not limited to) pulling directly or indirectly, and (2) the claims were silent about
26 whether the pull cord could have a handle or not. *Id.* at 1003–04. Applying the correct
27 law, the Federal Circuit agreed with the patentee that the claim *did not require* a
28 handle (nor the absence of a handle) and *was not limited* to “direct” pulling, “[e]ven

1 when all embodiments in the written description depict a pull cord that is directly
2 pulled.” *Id.*

3 The Court should reject HFT’s improperly narrow construction and adopt the
4 term’s plain and ordinary meaning. Should the Court determine a construction would
5 be helpful to the finder of fact, “valve assembly” should be construed as “one or more
6 valves arranged together.”

7 **C. “a mechanical fuel valve” (’780/’654/’985/’970/’895)**

8 9 10 11 12 13 14 15 16 17	Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
	“a mechanical fuel valve”	’780: 1, 6, 8, 15 ’654: 6-7 ’985: 5, 15 ’970: 1-2, 12-14, 20-21, 34, 44-45, 48 ’895: 1, 6-8, 12-13	Plain and ordinary meaning	A single mechanical fuel valve

18 The term “a mechanical fuel valve” is one readily understood by a POSITA
19 when read in light of the specification and claim language. For this reason, the Court
20 should accord the term its plain and ordinary meaning. Alternatively, the Court should
21 construe this term to include a mechanical device that allows control of one or more
22 fuel flows.

23 As described by Dr. Singhose, mechanical fuel valves are common mechanisms
24 and their described use in the Asserted Patents is consistent with typical uses of such
25 mechanisms. Mechanical fuel valves have open and closed positions that control the
26 flow of fuel. The opening and closing of mechanical fuel valves can be controlled via
27 mechanical means such as handles, levers, knobs, and buttons. Dr. Singhose provides
28 examples of well-known mechanical fuel valves in his report. Decl., ¶ 63.

HFT’s advocates for a construction of “a **single** mechanical fuel valve.” Nothing in the claim itself or the specification requires the fuel valve to be “a single” valve and claim construction precedent supports this Court’s rejection of HFT’s proposal. The Federal Circuit has repeatedly determined, that within patent claims, the indefinite articles “a” or “an” are typically construed to signify “one or more,” particularly when referring to open-ended claims that use the transitional term “comprising,” as is the case with all of the asserted claims in this matter. For example, in *Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, the court emphasized the general rule applies unless the patentee evinces a clear intent to limit the term to a singular meaning. 512 F.3d 1338, 1342–43 (Fed. Cir. 2008) (“[t]hat ‘a’ or ‘an’ can mean ‘one or more’ is best described as a rule, rather than merely as a presumption or even a convention. The exceptions to this rule are extremely limited: a patentee must ‘evince[] a clear intent’ to limit ‘a’ or ‘an’ to ‘one.’”). Similarly, in *KCJ Corp. v. Kinetic Concepts, Inc.*, the court noted the use of “a” or “an” does not restrict the claim to a singular embodiment unless the claim language or context necessitates such a limitation. 223 F.3d 1351, 1356 (Fed. Cir. 2000).

D. “fuel lockout apparatus” (’780/’654/’895)

Disputed claim term	Claims where term appears	Champion’s proposed construction	HFT’s Proposed Construction
“fuel lockout apparatus”	’780: 1, 6, 8, 15 ’654: 6-7 ’895: 1, 6-8, 12-13	This term should not be construed pursuant to 35 U.S.C. §112(f) and should be given its plain and ordinary meaning.	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to “prevent the second fuel source from coupling to

1			the second fuel
2			line while the
3			mechanical fuel
4			valve is in the first
5			position;” and
6			“permit the second
7			fuel source to
8			couple to the
9			second fuel line
10			while the
11			mechanical fuel
12			valve is in the
13			second position.”
14			The corresponding
15			structure is Items
16			58, 61 in Figs. 2,
17			3, 4A, 4B, as
			described at ’780
			patent, col. 5:37-
			64; 6:10-31; 6:42-
			7:17; 7:54-67;
			8:49-64, and
			equivalents
			thereof.

18 There is no need to construe the term “fuel lockout apparatus” because it has a
19 well-understood plain and ordinary meaning, examples of which are supported at
20 5:37–6:31 and FIGS. 2–4B of the ’780 Patent. Decl., ¶ 75.

21 HFT incorrectly advocates for the Court to construe the term “fuel lockout
22 apparatus” under the requirements of 35 U.S.C. § 112(f). Under Section 112, ¶ 6 (now
23 subsection (f)), a claim element:

24 may be expressed as a means or step for performing a
25 specified function without the recital of structure, material,
26 or acts in support thereof, and such claim shall be construed
27 to cover the corresponding structure, material, or acts
described in the specification and equivalents thereof.

28 35 U.S.C. § 112(f).

1 Typically in patent claim drafting this provision is invoked by reciting a
2 “**means for** [performing a certain function].” If the claim language at issue does not
3 include the term “**means**” or “**step**” (as is the case here), then there is a rebuttable
4 presumption that § 112(f) does not apply. *See Williamson v. Citrix Online, LLC*,
5 792 F.3d 1339, 1348 (Fed. Cir. 2015) (en banc). The presumption against application
6 of § 112 (f) may be rebutted only “if the challenger demonstrates that the claim term
7 fails to ‘recite[] sufficiently definite structure’ or else recites ‘function without
8 reciting sufficient structure for performing that function.’” *Id.* at 1349 (citation
9 omitted). “The standard is whether the words of the claim are understood by
10 [POSITAs] to have a sufficiently definite meaning as the name for structure.” *Id.*

11 Because the term “fuel lockout apparatus” does not include the word “means,”
12 the presumption **against** application of § 112(f) applies. Therefore, for the Court to
13 construe the term under § 112(f), the Court must find a POSITA would understand
14 “fuel lockout apparatus” to be purely functional and to not recite sufficient structure
15 to perform the function. *See, e.g., Samsung Elecs. Am., Inc. v. Prisia Eng’g Corp.*,
16 948 F.3d 1342, 1354 (Fed. Cir. 2020) (“The question whether the term ‘digital
17 processing unit’ invokes section 112, paragraph 6 [now sub-section (f)], depends on
18 whether [POSITAs] would understand the claim language to refer to structure,
19 assessed in light of the presumption that flows from the drafter’s choice not to employ
20 the word ‘means.’”).

21 HFT’s argument to invoke section 112 (f) fails for at least two reasons. First, a
22 POSITA clearly understands the meaning of the term “fuel lockout apparatus” to
23 provide sufficient structure such that a POSITA would understand how to practice the
24 claim. As Dr. Singhose explains, “a POSITA would readily understand a ‘fuel
25 lockout’ for a dual-fuel generator to be a structure that, at the least, stops one of the
26 fuels from flowing into the generator engine.” Decl., ¶ 71.

1 Second, HFT advocates for the incorrect function of the “fuel lockout
2 apparatus.” As provided in the chart above, Harbor Freight claims the recited function
3 is to:

- 4 i) “prevent the second fuel source from coupling to the second fuel line while
5 the mechanical fuel valve is in the first position;” and
6 ii) “permit the second fuel source to couple to the second fuel line while the
7 mechanical fuel valve is in the second position.”

8 This argument is misplaced because it does not encompass the functionality of
9 all of the claims that include the fuel lockout apparatus. For example, Claim 6 of
10 the ’780 Patent requires: *the mechanical fuel valve and the fuel lockout apparatus*
11 *operate together to ensure that fuel from the first fuel source and fuel from the second*
12 *fuel source are not simultaneously delivered to the dual fuel engine.* This required
13 functionality is not equivalent to the functionality that HFT advocates for in its
14 proposed construction. For this reason, alone, HFT’s proposed 112(f) construction
15 fails.

16 HFT has made no persuasive argument for its construction and, as such, the
17 Court should accord the term its plain and ordinary meaning. As Dr. Singhose further
18 explained:

19 Based on my review of the Asserted Patents, Asserted
20 Claims, and the prosecution history, and consistent with my
21 general knowledge and experience in the industry, my
22 opinion is that a POSITA would accord this term its plain
23 and ordinary meaning consistent with and understood in
24 light of the specification and claim language, which
25 includes **an apparatus that prevents selection of more**
26 **than one fuel source.** A POSITA would readily understand
this term and how it is used in the claims because this is a
straightforward element and its operation is clearly
described.

27 Decl., ¶ 73.
28

E. “from coupling”/“coupling”/“to couple” (’780/’654/’895)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“from coupling”/“coupling”/“to couple”	’780: 1, 6, 8, 15 ’654: 6-7 ’895: 1, 6-8, 12-13	Plain and ordinary meaning	attaching/to attach

“Coupling” is a readily understood word that requires no additional construction. A POSITA viewing this term in light of the claim language and specification would understand the phrases refers to two or more components directly or indirectly interacting with each other. This can occur, for example, physically, electrically and/or fluidly. Dr. Singhose’s Declaration supports this construction. Decl., ¶ 81.

HFT seeks to have this Court impose a construction that is narrower than the claim term requires.³ HFT’s proposal of “attaching or to attach” firstly implies a physical attachment. This is improper importation of additional requirements to the claim term. Further as Dr. Singhose explains, HFT’s proposed construction would completely eliminate fluid coupling when fluid coupling is clearly taught in the specification. Decl., ¶ 82. For example, the ’780 Patent at 5:52–6:31 gives examples showing that “coupled” as used here can relate to the concept of preventing fuel flow and permitting fuel flow, which HFT’s proposed construction contradicts and unnecessarily limits.

Further, the patentee clearly chose to use the words couple and coupling and

³ As will be seen in Section IV(L), HFT proposes the term “coupled to” when used as a verb is indefinite. It is convenient HFT can understand “couple” as used in three of the Asserted Patents but believes a POSITA would lose that understanding when used in the claims of the ’034 Patent.

1 not the words “attaching or “to attach.” In some instances, adopting HFT’s proposed
2 construction would render the word couple superfluous. For example, Claim 5⁴ of
3 the ’780 Patent includes the following limitation: “the first end of a quick -disconnect
4 hose **coupling attached** to the inlet of the second fuel line.” Substituting the word
5 “attaching” would be nonsensical.

6 Again, the Court should rule plain and ordinary meaning of these terms is
7 proper. However, should the Court determine a construction is required, the terms
8 should be construed as “two or more components directly or indirectly interacting
9 with each other, for example, physically, electrically and/or fluidly.”

10 **F. “communicate”/“communication” (’780/’895)**

11 Disputed claim term	12 Claims where term appears	13 Champion’s Proposed Construction	14 HFT’s Proposed Construction
15 “communicate”/“communication”	’780: 1, 6, 8, 15 ’895: 1, 6-8, 12-13	Plain and ordinary meaning	Allow fuel flow/fuel flow

16 “Communicate” and “communication” are readily understood terms to a
17 POSITA. As Dr. Singhose explains, a POSITA would give these terms their plain and
18 ordinary meanings. The terms as used in the specification and claims are directed to
19 a transfer of liquid, gas, or other material.

20 HFT’s proposed construction is confusing and not in keeping with a POSITA’s
21 understanding of the term in the context of the specification and claims. For example,
22 when “fuel flow” is substituted for “communication” into Claim 8 of the ’895 Patent,
23 the relevant claim limitation reads “when the second fuel source is in *fuel flow* with
24 the dual fuel engine.” The claim limitation is not only grammatically incorrect, the
25 meaning, to the extent it can be understood, has been modified. When read with its
26 plain and ordinary meaning, the claim covers the instance wherein there could be a

27 _____
28 ⁴ Claim 5 is not an asserted claim in this case but demonstrates the untenable claim construction position HFT advocates for.

transfer of fuel, but fuel does not have to actually be flowing. Such a situation would occur when the generator is not actively generating electricity. Decl., ¶ 87. However, using HFT’s construction, the limitation would require “the second fuel source is in *fuel flow* with the dual fuel engine.” To the extent this can be understood, a POSITA would view this as a requirement that fuel actually be flowing, a condition Claim 8 does not require.

For these reasons, the court should decline to adopt HFT’s proposed construction.

G. “switch...to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel” (’398/’145/’034)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“switch...to change operation of the engine between gaseous fuel and liquid fuel”	’398: 1, 3-8, 10, 19, 22, 57, 58 ’145: 1-8, 10 ’034: 3, 20, 22	Plain and ordinary meaning	a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation

This term appears in several of the Asserted Patents and is a term readily understood by a POSITA. Dr. Singhose opines a POSITA would accord these terms their plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a physical structure arranged to allow a fuel selection. Decl., ¶ 90. Switches that change the operating mode of machines are common, and a POSITA would be aware of several such switches that would be appropriate for the claimed technology. In the context of the Asserted Patents, this term indicates a physical structure that is arranged to allow a fuel selection.

HFT’s proposed construction, on the other hand, is an attempt to read into the claim language the requirement that a switch include an “electrical circuit.” Per Dr. Singhose, “[s]witches that change the operating mode of machines are extremely common and a POSITA would certainly be aware of mechanical, fluid, and electrical switches. Therefore, narrowing the switch limitation to only those switches that utilize an “electrical circuit” is inappropriate.” Decl., ¶ 93.

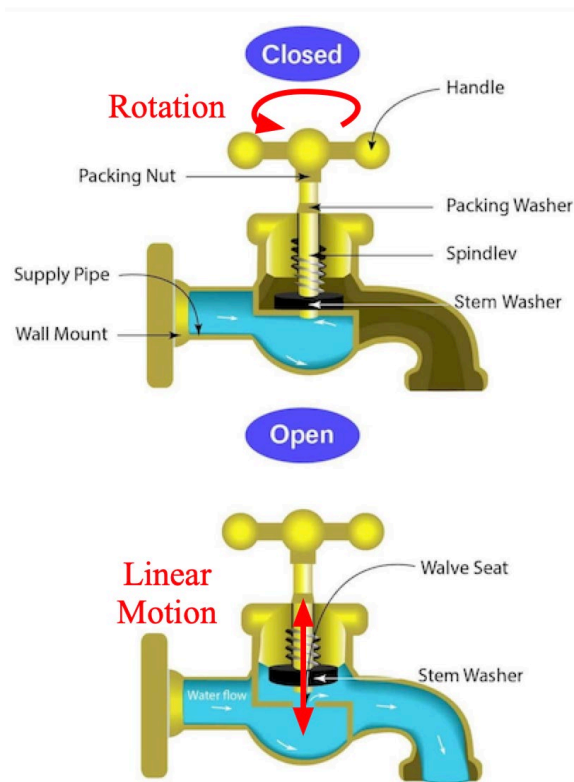
H. “rotating mechanical valve” (’145)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“rotating mechanical valve”	’145: 14	Plain and ordinary meaning	a valve that actuates in a rotative motion free from linear motion

This term does not need to be construed and should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a mechanical device that allows control of one or more fuel flows and includes at least one rotating component.

HFT improperly adds a limitation to the claim term “free from linear motion.” Nothing in the specification or prosecution history supports such a limited construction. As Dr. Singhose describes, well-known mechanical valves include both rotative and linear motion.

Consider, for example, the common water spigot, which is unquestionably a rotating mechanical valve. As illustrated below, when a user rotates the valve handle, a portion of the valve travels linearly to open and close the flow of water.



Decl., ¶ 99.

There is no support for HFT’s restrictive construction and the plain and ordinary meaning should be accorded. If the Court finds a construction would be helpful to the jury, it should be construed as “a mechanical device that allows control of one or more fuel flows and includes at least one rotating component.”

I. “pressure regulator” (’034/’654/’985/’120/’970)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“pressure regulator”	’034: 11-14 ’654: 6-7, 10 ’985: 1, 4-5, 7, 16-17	Plain and ordinary meaning	a device that reduces and controls the pressure of gaseous fuel

	'120: 12-15		
	'970: 1-2, 12-14, 20-21, 34, 44-45, 48		

“Pressure regulator” is a readily understood term that should be accorded its plain and ordinary meaning. Read in light of the claims and specification, a POSITA would understand this term to mean a device that controls pressure. Decl., ¶ 106.

HFT once again argues for a construction that is unduly narrow and not supported by the claims and specification. HFT, seemingly without support, imports into the construction the requirement that the pressure regulator not only controls, *but reduces* the pressure of gaseous fuel. The flaw in HFT’s construction, however, lies in the reality that the fuel pressure does not always have to be reduced. *Id.*, ¶ 104. HFT’s construction would allow it to avoid infringement if the pressure upstream of the regulator does not necessarily have to be reduced.

Further, the claims themselves dictate the status of the various pressures in the system. For example, Claim 11 of the ’034 Patent requires “a primary pressure regulator coupled to a service valve of the pressurized fuel source to regulate fuel supplied from the pressurized fuel source to a *reduced* pressure...” This limitation of Claim 11 itself calls for the pressure to be reduced. It is not necessary to incorporate the additional “reduces” limitation. By contrast, the next limitation of Claim 11 states: “a secondary pressure regulator coupled to the primary pressure regulator to regulate fuel supplied from the primary pressure regulator to a desired pressure for delivery through the gaseous fuel line to operate the engine.” This term does not require the pressure to be reduced, but if HFT’s construction is applied, the pressure would necessarily be required to be reduced. Decl., ¶ 105.

J. “integral components of” (’985)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“integral components of”	’985: 17	Plain and ordinary meaning	Included as a part of

Champion asserts this term should be accorded its plain and ordinary meaning. A POSITA would understand this term in light of the intrinsic record. Decl., ¶ 109.

“Integral components of” is found only in Claim 17 of the ’985 Patent. Claim 17 in its entirety reads: “the dual fuel generator and fuel delivery system of Claim 16 wherein the primary and secondary pressure regulators are integral components of a dual stage pressure regulator.”

HFT’s proposed construction is merely swapping words and does not aid the understanding of the term by the fact finder. Decl., ¶ 110.

K. “gaseous cutoff” (’034)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“gaseous cutoff”	’034: 1-3, 5-9	Plain and ordinary meaning	indefinite

“Gaseous cutoff” needs no construction and should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a device that allows control of gaseous fuel flow, e.g., to “open and close a gaseous fuel source to the engine.” Decl., ¶ 113.

HFT argues this term is indefinite.⁵ Issued patents are presumed to be valid, which includes a presumption that they are not indefinite. Accordingly,

⁵ To the extent HFT seeks to rely on any expert testimony to support its indefiniteness argument, such reliance has been waived. HFT never stated it might rely on an expert for supporting its indefiniteness position (unlike its stated intent for other terms). Ex. A, HFT’s Proposed Constructions and Extrinsic Evidence.

1 “[i]ndefiniteness must be proven by clear and convincing evidence.” *Sonix Tech. Co.,*
2 *Ltd. v. Publ’ns Int’l, Ltd.*, 844 F.3d 1370, 1377 (Fed. Cir. 2017); *WSOU Invs. LLC v.*
3 *Google LLC*, No. 2022-1064, 2023 WL 6531525, at *6 (Fed. Cir. Oct. 6, 2023) (party
4 asserting indefiniteness “carries the ultimate burden to show indefiniteness due to lack
5 of corresponding structure by clear and convincing evidence”). Claims will be held
6 invalid for indefiniteness only if they ‘fail to inform, with reasonable certainty, those
7 skilled in the art about the scope of the invention.’” *Nautilus, Inc. v. Biosig*
8 *Instruments, Inc.*, 572 U.S. 898, 901 (2014).

9 The indefiniteness inquiry is concerned with whether the
10 bounds of the invention are sufficiently demarcated, not
11 with whether one of ordinary skill in the art may find a way
12 to practice the invention. To assess whether a claim is
13 indefinite, therefore, a court does not look to the knowledge
14 of one skilled in the art apart from and unconnected to the
15 disclosure of the patent. A court rather looks at the
16 *disclosure* of the patent and determines if one of skill in the
17 art would have understood that *disclosure* to encompass the
18 required structure. As such, a patent need not explicitly
19 include information that is already well known in the art. If
20 a general approach is sufficiently well established in the art
21 and referenced in the patent, the claim is not indefinite.

22 *Giesecke & Devrient GmbH v. United States*, 163 Fed. Cl. 430, 444 (2023) (citation
23 modified).

24 Again, “gaseous cutoff” is a term clearly understood by a POSITA in light of
25 the specification and claim language. Alternatively, the Court should construe this
26 term to include a device that allows control of gaseous fuel flow, e.g., to “open and
27 close a gaseous fuel source to the engine.”
28

L. “coupled to [verb]” (’034)

Disputed claim term	Claims where term appears	Champion’s Proposed Construction	HFT’s Proposed Construction
“coupled to [verb]”	’034: 1-3, 5-9, 18-20, 22	Plain and ordinary meaning	indefinite

As discussed above in Section IV(E), “coupled to” is readily understood by a POSITA. HFT cannot meet its burden of demonstrating by clear and convincing evidence that the term is indefinite.

As Dr. Singhose has opined, a POSITA readily understands the meaning of the term “coupled to” as used in the specification and claims of the ’034 Patent. For example, the specification of the ’034 Patent states “The multi-fuel engine also includes a liquid cutoff solenoid *coupled to* open and close a liquid fuel path to the engine.” ’034 Patent, Abstract (emphasis added). Dr. Singhose opines a POSITA would know a liquid cutoff solenoid would need to be arranged on the liquid fuel path in order to perform the action of cutting off liquid fuel flow. Decl., ¶ 120. There would be a finite number of well-known ways to configure the required arrangement on the liquid fuel path. As another example, the ’970 Patent states “In accordance with yet another aspect of the invention, a dual fuel generator includes an alternator and a dual fuel engine *coupled to* drive the alternator....” ’970 Patent, 3:35–37 (emphasis added). A POSITA would know the engine would need to be arranged in such a way that running the engine could result in the driving of the alternator. *Id.*

Because there are a finite number of well-known ways to configure the required coupling between engine and alternator, a POSITA would understand the bounds of this claim term. *Id.*

V. CONCLUSION

For the reasons articulated above and included in Dr. Singhose’s Declaration submitted contemporaneously herewith, Champion respectfully requests the Court give each disputed term its plain and ordinary meaning as understood by a POSITA.

1 Dated: September 9, 2025

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant Champion Power Equipment, Inc., certifies that this brief contains 7,289 words, which complies with the word limit set forth in the parties' September 5, 2025 Stipulation (ECF No. 80).

Dated: September 9, 2025

/s/ Jennifer E. Hoekel
Jennifer E. Hoekel

CERTIFICATE OF SERVICE

I hereby certify that on this the 9th day of September 2025, I caused the foregoing document to be filed electronically with the Clerk of Court, and therefore served upon all counsel of record.

/s/ Jennifer E. Hoekel

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IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HARBOR FREIGHT TOOLS USA, INC., Plaintiff, v. CHAMPION POWER EQUIPMENT, INC., Defendant.	Case No.: 2:24-cv-08722-SVW-AS EXPERT REPORT OF WILLIAM SINGHOSE, PH.D. REGARDING CLAIM CONSTRUCTION
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EXPERT REPORT OF WILLIAM SINGHOSE

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1	J. Integral Components Of.....	45
2	K. Gaseous cutoff.....	46
3	L. Coupled to [verb]	47
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1 **I. INTRODUCTION**

2 1. I, William Singhose, Ph.D., have been retained as a technical expert to
3 provide my opinions on claim construction issues in connection with this lawsuit in
4 which Champion Power Equipment Incorporated (“Champion”) has accused Harbor
5 Freight Tools USA, Incorporated (“Harbor Freight”) of infringing patents covering
6 multi-fuel engines and generators.
7

8
9 2. This initial expert report is based on information currently available to
10 me. I reserve the right to continue my investigation and study, which may include a
11 review of documents and information not yet produced, as well as testimony from
12 depositions that have not yet occurred or for which transcripts are not yet available. I
13 further reserve the right to expand or modify my opinions as my investigation
14 continues, and to supplement my opinions in response to any additional information
15 that becomes available to me, to any matters raised by the Defendant, or to any
16 opinions provided by Defendant’s expert and/or other experts.
17
18

19 **II. BACKGROUND**

20 **A. QUALIFICATIONS**

21
22 3. I am a mechanical engineer and professor of mechanical engineering at
23 the Georgia Institute of Technology (“Georgia Tech”). I have substantial experience
24 in the fields of, among others, product design, mechatronics, and controls.
25

26 4. I hold B.S. and Ph.D. degrees in mechanical engineering from the
27 Massachusetts Institute of Technology (“MIT”) and a M.S. degree in mechanical
28 engineering from Stanford University. From 1998 to 2004, I was an Assistant

1 Professor of mechanical engineering at Georgia Tech. From 2004 to 2014, I was an
2 Associate Professor at Georgia Tech. From 2014 to the present, I have held my
3 current position as Professor of Mechanical Engineering at Georgia Tech. During my
4 tenure at Georgia Tech, I have had visiting appointments at MIT, Stanford, the
5 Polytechnic University of Madrid, and the Tokyo Institute of Technology.
6

7
8 5. In my current position at Georgia Tech, I teach courses in mechanical
9 design, system dynamics, and controls. I also lead teams of professors, post-docs,
10 graduate students, and undergraduate students that conduct research in product design,
11 mechanical design, dynamics, controls, automation, robotics, and human-machine
12 interfaces. I am currently the director of the Center for Crane Safety Research.
13

14
15 6. Based on my work experience, described in my curriculum vitae and in
16 more detail below, I am knowledgeable about the subject matter of the Asserted
17 Patents (defined below). Specifically, my qualifications as an expert in the fields of
18 product design and mechanical engineering stem from my prior work experience, as
19 well as my experience as a Professor at Georgia Tech performing research, teaching,
20 and consulting.
21

22
23 7. Before starting my teaching career at Georgia Tech, I worked as a
24 full-time mechanical engineer for several companies, including Walt Disney World,
25 Apple Computers, Inc., and Convolv, Inc.
26

27
28 8. In my role at Walt Disney World, I designed and developed a number of
structures and components for the parks' rides, including, but not limited to,

1 operational control procedures for the Body Wars simulators. These simulators are
2 rooms that hold about 40 people at a time. The entire rooms, and the guests seated
3 within, are automatically manipulated through a series of preprogrammed motions
4 using six large linear hydraulic cylinders. The machines were equipped with
5 numerous valves and sensors that enabled accurate feedback control of the power
6 drives.
7

8
9 9. For Convolve, Inc., I analyzed the dynamics of automated robots,
10 satellites, and NASA high-altitude balloons. I also developed automated control
11 systems for manufacturing machines, large-scale coordinate measuring machines, and
12 laser interferometer sensors. One of my Convolve projects required the development
13 and installation of a system to control a crane at the Savannah River Nuclear facility.
14 The crane was a large overhead bridge structure that moved barrels of nuclear waste.
15 The system we developed reduced the unwanted pendulum swing of the barrels.
16
17

18 10. The Asserted Patents are concerned with multi-fuel engines and
19 generators. The claims include subject matter on the use, and arrangement, of
20 generator components such as valve assemblies, solenoid, and voltage regulators.
21 Additional claim elements include components that enable multi-fuel use in generators
22 such as a carburetor, fuel lines, solenoid valves, switches, and pressure regulators. I
23 have experience working with all of these elements and combinations of these
24 elements.
25
26
27
28

1 11. For example, I have worked on the control of valves since 1988. My first
2 work in this area focused on the on-off control of thrusters used to reposition
3 spacecrafts. The primary goals of my work in this area were to control the oscillation
4 [1–4] of the satellite structures and to control the amount of fuel used [1, 5–7]. In
5 addition to working on thruster valve control, I also worked on projects controlling
6 hydraulic valves when I worked at Disney World and during my career at Georgia
7 Tech [8–10]. Furthermore, I have worked extensively with pneumatic valves [11–14].
8 As detailed on my CV, I have received numerous grants to conduct research and
9 development on fluid power.¹

10
11
12
13 12. In addition to my research and work experience with valves, I have
14 taught the use of pneumatic equipment, including on-off value control and
15 quick-disconnect hoses, to my students at Georgia Tech for more than 20 years.

16
17 13. In terms of my experience with generators, I have used portable
18 generators in the course of my work for decades. For example, I used portable
19 generators in the timeframe from 1987-1990 when I worked in the construction
20 industry as a machine operator. I have also designed machines that relied upon
21 portable generators. For example, in the 2006-2007 timeframe, I designed and built a
22 small scale mobile robotic boom crane. The boom crane had a sophisticated control
23 system that utilized a Programmable Logic Control (PLC) and numerous sensors.
24 These electrical components ran off of electrical power that was provided by
25
26
27

28

¹ The references cited in this paragraph are listed at the end of this Report.

1 110VAC. When used indoors, the crane was powered from wall sockets. However,
2 when used outdoors, the crane was powered by an electrical generator that rode on a
3 wagon towed by the crane. That wagon and generator are shown below.
4



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15 **Generator for Robotic Mobile Boom Crane.**

16 14. I have also worked on previous litigation matters wherein control of fluid
17 into an engine was a central issue. For example, I worked on a patent case that
18 involved control of an internal combustion engine with a focus on controlling the air
19 supply into the engine. I have also worked on intellectual property litigation
20 involving other types of engine-powered machinery such as cranes, slip-form concrete
21 pavers, road milling machines, as well as water pump flow control.
22
23

24 15. In addition to my engineering experience as a professor and an engineer,
25 I have commercialized technology developed in my research group at Georgia Tech
26 by founding two companies: CAMotion Cranes and InVekTek. CAMotion Cranes
27 designs and installs crane control systems that decrease payload swing, automatically
28

1 avoid obstacles, and improve crane safety. These improvements are achieved through
2 sensor systems and control methods that my research group developed, patented, and
3 deployed. CAMotion Cranes was acquired by PAR Systems in 2013. InVekTek
4 develops and commercializes control systems for robotic and industrial
5 material-handling systems. The control systems are embedded in motor drives to
6 reduce unwanted machine motion.
7
8

9 16. My CV provides further details about my degrees, employment history,
10 teaching experience, publication list, scholarly accomplishments, professional
11 contributions, grants, honors, and awards.
12

13 **B. SCOPE OF ENGAGEMENT**

14 17. I have been retained by Ziolkowski Patent Solutions Group, SC on behalf
15 of Champion to provide analysis and opinions regarding claim construction of the
16 patents at issue in this matter. I have also been retained to provide analysis and
17 opinions regarding infringement and validity of the patents. I have also been retained
18 as an expert on behalf of Patent Owner in the pending district court litigation
19 *Champion v. Firman*, Civil Action CV-23-2371-PHX-DWL, as well as in connection
20 with Champion's Patent Owner Responses to IPR petitions filed against the Asserted
21 Patents.
22
23
24

25 18. This Report sets forth the opinions that I have formed related to the
26 meaning of certain disputed terms in the Asserted Patents.
27
28

1 19. I am being compensated at the hourly rate of \$875 for my work in this
2 proceeding, including studying this matter, preparing this Report, and providing
3 deposition and trial testimony. Travel time will be billed at a 50% rate. This is my
4 standard hourly rate for engagements of this nature. My compensation is not
5 contingent upon the outcome of this proceeding or the particular testimony or
6 opinions that I express. I am also being reimbursed for expenses incurred as a result
7 of activities performed as an expert in this matter.
8

9
10 20. Between now and such time that I may be asked to testify, I expect to
11 continue my review, evaluation, and analysis of evidence presented during this
12 proceeding. I expressly reserve the right to amend or supplement this Report, as
13 appropriate. I have personal knowledge of the facts stated in the Report, and I am
14 willing to competently testify to them if and when called to do so. In the event that
15 additional relevant information becomes available to me, I also reserve the right to
16 review and consider that information in further developing or refining my opinions.
17
18

19
20 **C. PREVIOUS EXPERT WITNESS TESTIMONIES**

21 21. Over the last five years, I have testified as an expert at trial or at a
22 deposition in the following cases:
23

- 24 a. K-fee System v. Nespresso, Case No. 2:21-cv-3402-GW-AGRx (C.D.
25 CA);
26 b. Exotec v. Opex, IPR 2024-00850 (United States Patent and Trademark
27 Office);
28

- 1 c. Champion v. Firman, Civil Action CV-23-2371-PHX-DWL (D. Ariz.);
- 2 d. Gomaco v. Guntert and Zimmerman, IPR2024-00835, PGR2024-00026
- 3 (United States Patent and Trademark Office);
- 4
- 5 e. US Conec v. Senko, ITC Inv. No. 33-TA-1399 (International Trade
- 6 Commission);
- 7
- 8 f. Juul v. NJOY: IPR2024-00160, IPR2024-00161 (United States Patent
- 9 and Trademark Office);
- 10
- 11 g. Lenovo v. Asus: ITC Investigation No. 337-TA-1382 (International
- 12 Trade Commission);
- 13
- 14 h. Juul v. NJOY: ITC Investigation No. 337-TA-1368 (International Trade
- 15 Commission);
- 16
- 17 i. LightGuide v. Amazon: IPR2023-01423 (United States Patent and
- 18 Trademark Office);
- 19
- 20 j. Bissell v. Tineco: ITC Investigation No. 337-TA-1304 (International
- 21 Trade Commission);
- 22
- 23 k. Opex v. HC Robotics: ITC Investigation No. 337-TA-1293 (International
- 24 Trade Commission);
- 25
- 26 l. Caterpillar Paving Products v. Wirtgen America: IPR2022-01264,
- 27 IPR2022-01277, IPR2022-01278, IPR2022-01310 (International Trade
- 28 Commission);

- 1 m. DJI v. Textron: IPR2022-00162, IPR2022-00163, and IPR2022-00453
2 (United States Patent and Trademark Office);
3
4 n. Boyd v. Elliott Equipment: Case No: 1684CV00822 (Superior Court of
5 Massachusetts);
6
7 o. iRobot v. SharkNinja: ITC Investigation No. 337-TA-1252 (International
8 Trade Commission);
9
10 p. Courkamp v. Fisher Price: Case No. CV-19-02689-PHX-GMS (D. Ariz.);
11
12 q. Coleman Co. vs. Team Worldwide Corp: Case No. 2:20cv351-RGD-RJK
13 (E.D. Va.);
14
15 r. Gomaco v. Guntert and Zimmerman: IPR2020-01698, IPR2021-00050,
16 IPR2021-00136, IPR2021-00234 (United States Patent and Trademark
17 Office);
18
19 s. Unicorn Global v. GoLabs: Case No. 3:20-cv-02023 (N.D. Tex.);
20
21 t. Gamevice v. Nintendo, ITC Investigation No. 337-TA-1197
22 (International Trade Commission);
23
24 u. Guntert and Zimmerman v. Gomaco, Case No. 5:20-cv-4007 (N.D.
25 Iowa); and
26
27 v. Wong et al. v. Morrow Equipment et al: Case No. 19-2-33286-7 SEA
28 (Superior Court of Washington, King County).

1 **D. MATERIALS CONSIDERED**

2 22. In forming my opinions, I reviewed and considered U.S. Patent
3 No. 10,221,780 (the “’780 Patent”), No. 10,393,034 (the “’034 Patent”),
4 No. 10,598,101 (the “’101 Patent”), No. 10,697,398 (the “’398 Patent”),
5 No. 11,143,120 (the “’120 Patent”), No. 11,143,145 (the “’145 Patent”),
6 No. 11,306,667 (the “’667 Patent”), No. 11,492,985 (the “’985 Patent”),
7 No. 11,530,654 (the “’654 Patent”), No. 11,761,390 (the “’390 Patent”),
8 No. 11,840,970 (the “’970 Patent”), No. 11,905,895 (the “’895 Patent”), and
9 No. 11,905,896 (the “’896 Patent”) (collectively, the “Asserted Patents”). I also
10 reviewed and considered the prosecution histories of the Asserted Patents and prior art
11 that has been put forth in related cases. I have also reviewed the claim constructions
12 proposed by Champion and Harbor Freight.
13

14 23. In forming my opinions, I also considered and relied upon my education,
15 background, and experience.
16

17 **III. TECHNOLOGY OVERVIEW**

18 24. As briefly noted above, the subject matter of the Asserted Patents relates
19 to the technological fields of multi-fuel engines and multi-fuel portable generators.
20 Multi-fuel portable generators are devices that use multi-fuel engines to create
21 electricity. Consumers may use multi-fuel portable generators when access to the
22 electrical grid is unavailable or limited. For example, consumers may rely on
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1 multi-fuel portable generators to provide electricity during a power outage during a
2 severe weather event.

3
4 25. Consumers may also choose to use multi-fuel portable generators in
5 locations where they cannot access the electrical grid (e.g., camping in the wilderness)
6 or where access to the electrical grid is inconvenient (e.g., to provide electricity to
7 power tools at construction sites). Multi-fuel portable generators are designed to
8 operate on at least two different fuels, which may include liquid fuels like gasoline
9 and biodiesel or gaseous fuels such as liquefied petroleum gas (“LPG” or “propane”),
10 natural gas (“NG”), and hydrogen. The ability to switch between different fuel types
11 provides consumers with the option to use fuels that may be more convenient or
12 produce a higher power output (e.g., gasoline) or fuels that are cleaner (e.g., LPG and
13 NG).
14
15
16

17 **IV. OVERVIEW OF ASSERTED PATENTS**

18 26. The subject matter of the Asserted Patents more specifically relates to
19 fuel selection and delivery for multi-fuel engines and multi-fuel portable generators. I
20 have reviewed all the Asserted Patents and my opinions set forth herein are based on
21 my understanding of the Asserted Patents. To give a general overview of the relevant
22 technology in the Asserted Patents, the Asserted Patents disclose various inventions
23 related to generators operable on multiple fuels and switching between multiple fuels
24 such as a liquid fuel (e.g., gasoline) and a gaseous fuel (e.g., propane).
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1 27. By way of example, one of these inventions includes an embodiment of a
2 multi-fuel generator having a fuel selector to switch between a first fuel and a second
3 fuel. As claimed, the fuel selector may include a selector switch having first and
4 second fuel modes; a solenoid switch having open and closed positions, a fuel
5 solenoid having open and closed positions; and/or a valve assembly positioned on or
6 adjacent the selector switch, fluidly connectable to each of a first fuel source and a
7 second fuel source, and operable to selectively control a first fuel flow and a second
8 fuel flow from the first fuel source and the second fuel source, respectively, to an
9 engine of the dual fuel generator. The valve assembly may include a plurality of fuel
10 valves, fuel inputs, and/or fuel outputs.

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14 28. Another example invention is a multi-fuel generator having a mechanical
15 fuel lockout switch for selecting a desired fuel to be provided to the generator's
16 engine. As claimed, the mechanical fuel lockout switch may include a mechanical
17 fuel valve actuatable between a first position and a second position to selectively
18 control fuel flow to the engine from a first fuel source through a first fuel line and a
19 second fuel source through a second fuel line and a fuel lockout apparatus coupled to
20 the mechanical fuel valve. The mechanical fuel lockout switch may communicate the
21 first fuel source to the engine and prevent communication between the second fuel
22 source and the engine when the mechanical fuel valve is in the first position and
23 communicate the second fuel source to the engine and interrupt the first fuel source
24 communication with the engine when in the second position. The fuel lockout
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1 apparatus may prevent the second fuel source from coupling to the second fuel line
2 while the mechanical fuel valve is in the first position, permit the second fuel source
3 to couple to the second fuel line while the mechanical fuel valve is in the second
4 position, and/or prevent actuation of the mechanical fuel valve to the first position
5 when the second fuel source communicates with the engine.
6

7
8 29. An additional example invention is a multi-fuel generator and fuel
9 delivery system, which as claimed, may include an engine configured to operate on a
10 liquid fuel supplied from a liquid fuel source through a liquid fuel line and a gaseous
11 fuel supplied from a pressurized fuel source through a gaseous fuel line, an alternator
12 driven by the engine, a fuel regulator system including a primary pressure regulator
13 and a secondary pressure regulator, a mechanical fuel valve actuatable between a first
14 position and a second position to selectively control fuel flow to the engine from the
15 liquid fuel source through the liquid fuel line and the pressurized fuel source through
16 the gaseous fuel line, a fuel lockout apparatus coupled to the mechanical fuel valve,
17 and/or an electro-mechanical valve system coupled to the engine and operated by an
18 electrical switch powered by one of the alternator, a battery, and a magneto that
19 controls fuel flow to the engine from the liquid fuel source and the pressurized fuel
20 source. The fuel regulator system may be located off board the generator. The
21 generator may be free of any pressure regulator.
22

23
24 30. The examples provided above are by no means exhaustive and are
25 included to give context for the discussion below.
26
27
28

1 **V. LEGAL PRINCIPLES**

2 31. I understand that the relevant inquiry in claim construction is the question
3
4 of how a person having ordinary skill in the relevant art (“POSITA”) would have
5 understood the claim terms at the time of the earliest priority date, in light of the
6 patent specification, the prosecution history, and any other relevant intrinsic and
7 extrinsic evidence.
8

9 **VI. PERSON OF ORDINARY SKILL IN THE RELEVANT ART**

10 32. I am very familiar with the technology described in the Asserted Patents.
11
12 While there are numerous Asserted Patents, the specifications are related and share
13 numerous technological components. Therefore, I believe a single definition of a
14 POSITA is appropriate for all of the Asserted Patents.
15

16 33. I understand a POSITA is determined by looking at, among other factors,
17 (1) the educational level of the inventor, (2) the type of problems encountered in the
18 art, (3) prior art solutions to those problems, (4) the rapidity with which innovations
19 are made, (5) the sophistication of the technology, and (6) the educational level of
20 active workers in the field. I understand these factors are not exhaustive, but are
21 merely a guide to determining the level of ordinary skill in the art. For example, the
22 claimed subject matter can be compared to subject matter that is typically taught in the
23 relevant engineering curricula to provide guidance as to what would constitute
24 appropriate educational requirements for a person of ordinary skill in the art.
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1 34. In light of these considerations, a POSITA pertinent to the Asserted
2 Patents would have a four-year degree in mechanical engineering or a closely related
3 field and at least one year of experience designing, developing, servicing, or operating
4 fuel-powered machinery. Additional education could substitute for professional
5 experience, and significant work experience—such as working with, servicing, or
6 operating such machinery in the field—could substitute for formal education.
7

9 35. The Asserted Patents describe technology at a level that someone with
10 the above education and work experience would understand. A POSITA, as described
11 above, would understand the different mechanical components and functionality of
12 fuel-powered machinery that are required to practice the Challenged Claims. They
13 would have gained this understanding from either developing the components and
14 control systems for such machines, or from servicing and operating such machinery in
15 the field, which frequently requires knowledge of the machines to perform
16 maintenance and repairs consistent with the requirements of operator manuals.
17 Indeed, service manuals for such machinery assume that the reader is familiar with the
18 mechanical components and control systems and how they work, at least at the level
19 described in the Asserted Patents.
20

21 36. As mentioned above, I often find it useful to compare the claimed subject
22 matter to the topics taught in engineering curricula. This helps guide the selection of
23 the formal educational requirements. My requirement of a four-year degree in
24 mechanical engineering or a closely related field is based on my experience teaching
25
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1 mechanical engineering students for more than 25 years. The material taught to
2 mechanical engineering students covers the subject matter of the claims of the
3 Asserted Patents alleged in this case (the “Asserted Claims”). For example, in our
4 sophomore-level design class at Georgia Tech we teach the students how to use a
5 processor and sensors to control the actions of an automated machine that includes
6 pneumatic actuators controlled by electro-mechanical valves. The ultimate power
7 source for the pneumatics is a pressured air tank whose fluid output goes through a
8 regulator. The students utilize quick-connect hose couplings to connect the various
9 components of their pneumatic systems.
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13 37. During their senior year, mechanical engineering students complete a
14 capstone design project wherein they usually design, construct, and demonstrate a
15 prototype product. Such prototypes often utilize switches, valves, and various
16 mechanical assemblies. Therefore, mechanical engineering students would be able to
17 understand and practice most of the claimed features, as well as how those features
18 would be combined and operate.
19
20

21 38. The Asserted Patents also include components involving delivery of
22 liquid and/or gas to the engines. The detailed components of such systems, like
23 carburetors comprising float bowls, are not usually taught at the undergraduate level.
24 Therefore, my proposed definition of a POSITA includes the requirement of one year
25 of experience designing, developing, servicing, or operating fuel-powered machinery,
26 or in the alternative, substantial work experience in the field.
27
28

39. As of the earliest priority date of the Asserted Patents, and well before, I qualified as a POSITA under my proposed definition.

VII. CLAIM TERMS PROPOSED FOR CONSTRUCTION

40. I understand that the parties have identified certain terms for construction. The table below shows the disputed terms along with the patents and claims in which the terms apply. The two columns on the right show the proposed constructions of Champion and Harbor Freight Tools.

Table of Disputed Terms

Claim Term	Patents/Claims	Champion Proposed Construction	Harbor Freight Proposed Construction
"selector switch"	'101: 1, 2, 8-9, 17-19 '667: 1-18 '390: 1-3, 5-10 '896: 30-32, 34-36	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a device or mechanism for choosing an option or a device or mechanism for making a selection or choice. Alternatively, the Court should construe this term to include a device or mechanism for choosing an option or a device or mechanism for making a selection or choice.	"a movable component whose positioning enables subsequent user selection of only one fuel source"
"valve assembly"	'101: 1, 2, 8-10, 17-19 '667: 1-18 '390: 3, 5-8 '896: 30-32, 34-36	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes one or more valves arranged together. Alternatively, the Court should construe this term to include one or more valves arranged together.	"at least one fuel valve and corresponding valve handle, separate from the selector switch"

1 2 3 4 5 6 7	"a mechanical fuel valve"	'780: 1, 6, 8, 15 '654: 6,7 '985: 5, 15 '970: 1, 2, 12-14, 20, 21, 34, 44, 45, 48 '895: 1, 6-8, 12, 13	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a mechanical device that allows control of one or more fuel flows. Alternatively, the Court should construe this term to include a mechanical device that allows control of one or more fuel flows.	"a single mechanical fuel valve"
8 9 10 11 12 13 14 15 16 17	"fuel lockout apparatus"	'780: 1, 6, 8, 15 '654: 6, 7 '895: 1, 6-8, 12, 13	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes an apparatus that prevents selection of more than one fuel source. Alternatively, the Court should construe this term to include an apparatus that prevents selection of more than one fuel source.	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to "prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position;" and "permit the second fuel source to couple to the second fuel line while the mechanical fuel valve is in the second position." The corresponding structure is Items 58, 61 in Figs. 2, 3, 4A, 4B, as described at '780 patent, col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-64, and equivalents thereof.
18 19 20 21 22 23 24 25 26	"coupling" / "to couple" "from coupling" / "to couple"	'780: 1, 6, 8, 15 '895: 1, 6-8, 12, 13 '654: 6, 7	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes two or more components directly or indirectly interacting with each other, for example physically, electrically, and/or fluidly. Alternatively, the Court should construe this term to include two or more components directly or indirectly interacting with each other, for example physically, electrically, and/or fluidly.	"attaching / to attach" "from attaching / to attach"

1 2 3 4 5 6 7	"communicate" / "communication"	'780: 1, 6, 8, 15 '895: 1, 6-8, 12, 13	These terms do not need to be construed because the terms should be accorded their plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes [a] transfer of liquid, gas, or other material. Alternatively, the Court should construe this term to include [a] transfer of liquid, gas, or other material.	"allow fuel flow / fuel flow"
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	"switch . . . to change operation of the engine between gaseous fuel and liquid fuel" "switch to change operation of the engine between gaseous fuel and liquid fuel" "switch . . . to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel"	'398: 1, 3-8, 10, 19, 22, 57, 58 '145: 1-8, 10 '034: 3, 20, 22	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a physical structure arranged to allow a fuel selection. Alternatively, the Court should construe this term to include a physical structure arranged to allow a fuel selection.	"a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation"

1 2 3 4 5 6 7 8	"rotating mechanical valve"	'145: 14	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a mechanical device that allows control of one or more fuel flows and includes at least one rotating component. Alternatively, the Court should construe this term to include a mechanical device that allows control of one or more fuel flows and includes at least one rotating component.	"a valve that actuates in a rotative motion free from linear motion"
9 10 11 12 13 14	"pressure regulator"	'034: 11-14 '120: 12-15 '654: 6, 7, 10 '985: 1, 4, 5, 7, 16-17 '970: 1, 2, 12-14, 20, 21, 34, 44, 45, 48	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a device that controls pressure. Alternatively, the Court should construe this term to include a device that controls pressure.	"a device that reduces and controls the pressure of gaseous fuel"
15 16 17 18	"integral components of"	'985: 17	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language.	"included as a part of"
19 20 21 22 23 24 25 26	"gaseous cutoff"	'034: 1-3, 5-9	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a device that allows control of gaseous fuel flow, e.g., to "open and close a gaseous fuel source to the engine." Alternatively, the Court should construe this term to include a device that allows control of gaseous fuel flow, e.g., to "open and close a gaseous fuel source to the engine."	indefinite

1 2 3 4 5 6 7 8	"coupled to [verb]"	'034: 1-3, 5-9, 18-20, 22	This term does not need to be construed because the term should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes which includes arranged in a way to perform a desired action, e.g., to "open and close a gaseous fuel source to the engine." Alternatively, the Court should construe this term to include arranged in a way to perform a desired action, e.g., to "open and close a gaseous fuel source to the engine."	indefinite
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9 41. In the following sections I address each disputed term and provide my
10 opinion on the best definition. I also provide an analysis to support my opinion on
11 each term.

12
13 **A. Selector Switch**

14 42. A representative example excerpt from one of the relevant claims is: "A
15 fuel selector of a dual fuel generator comprising: [(a)] a **selector switch** having a first
16 fuel mode and a second fuel mode." [Claim 17 of the '101 Patent.]

17
18 43. Champion's position is that this term does not need to be construed
19 because the term should be accorded its plain and ordinary meaning consistent with,
20 and understood in light of, the specification and claim language, which includes a
21 device or mechanism for choosing an option or a device or mechanism for making a
22 selection or choice. Alternatively, Champion suggests that the Court should construe
23 this term to include a device or mechanism for choosing an option or a device or
24 mechanism for making a selection or choice.
25
26
27
28

1 44. Harbor Freight's requested construction is: "a movable component whose
2 positioning enables subsequent user selection of only one fuel source."
3

4 45. Based on my review of the Asserted Patents, Asserted Claims, and the
5 prosecution history, and consistent with my general knowledge and experience in the
6 industry, my opinion is that a POSITA would accord this term its plain and ordinary
7 meaning consistent with and understood in light of the specification and claim
8 language, which includes a device or mechanism for choosing an option or a device or
9 mechanism for making a selection or choice.
10

11 46. My opinion is that a POSITA would not understand this term in the way
12 Harbor Freight proposes. Harbor Freight's proposed construction is confusing and
13 adds extraneous limitations which are not supported by the Asserted Patents, the
14 Asserted Claims, or the prosecution history. Specifically, Harbor Freight's
15 construction adds the requirement that there be "a subsequent user selection." I do not
16 see any basis for this added requirement in the claims or the specifications.
17 Furthermore, it is my opinion that a POSITA might be confused by such a
18 construction because there is no discussion of what might be considered a "subsequent
19 user selection." Additionally, it is my opinion that the existence of a selector switch
20 does not necessitate a subsequent user selection. In fact, claim 17 of the '101 Patent
21 indicates that a single movement of the selector switch triggers a solenoid switch that
22 changes the fuel source. Therefore, there is no need for any "subsequent user
23 selection" to practice the claims.
24
25
26
27
28

1 47. Finally, there is no support in the intrinsic record for importing a
2 “movable component” into the claim limitations covering a selector switch. As an
3 initial matter the term “movable component” does not appear in the Asserted Patents.
4 Furthermore, a POSITA would be confused by the use of “component” in association
5 with the claimed selector switch. The term “component” can have multiple meanings,
6 and it is unclear which meaning is being proposed. Is “component” a physical
7 structure such as a door that physically blocks a user, or is it an electronic device such
8 as a light switch that must have its electrical state changed in order for the fuel source
9 to be changed?
10
11
12

13 48. The portions of the Asserted Patents that I may use to support these
14 conclusions include, but are not limited to: the '101 Patent 5:22-6:62, and Figs. 4-6
15 (and corresponding locations in the '390 Patent, '667 Patent, and '896 Patent). I may
16 also rely on my general background, education, and knowledge of the relevant art in
17 explaining the plain and ordinary meaning of this claim term. I may also rely on any
18 extrinsic evidence offered by Harbor Freight.
19
20

21 **B. Valve Assembly**

22 49. A representative excerpt from one of the relevant claims is: “A fuel
23 selector of a dual fuel generator comprising: . . . [(f)] a **valve assembly** positioned on
24 or adjacent the selector switch and fluidly connected to each of a first fuel source and
25 a second fuel source, the valve assembly being operable to selectively control a first
26
27
28

1 fuel flow and a second fuel flow from the first fuel source and the second fuel source,
2 respectively, to an engine of the dual fuel generator.” [Claim 17 of the ’101 Patent.]
3

4 50. Champion’s position is that this term does not need to be construed
5 because the term should be accorded its plain and ordinary meaning consistent with
6 and understood in light of the specification and claim language, which includes one or
7 more valves arranged together. Alternatively, the Court should construe this term to
8 include one or more valves arranged together.
9

10 51. Harbor Freight requests that this term should be construed as: “at least
11 one fuel valve and corresponding valve handle, separate from the selector switch.”
12

13 52. Based on my review of the Asserted Patents, Asserted Claims, and the
14 prosecution history, and consistent with my general knowledge and experience in the
15 industry, my opinion is that a POSITA would accord this term its plain and ordinary
16 meaning consistent with and understood in light of the specification and claim
17 language, which includes one or more valves arranged to work together.
18
19

20 53. A valve assembly is well-known within engineering. As such, a POSITA
21 would readily understand the term and its claimed use. Furthermore, a POSITA
22 would know that valve assemblies come in several different forms, with various
23 properties that can be chosen to match well with an intended purpose.
24

25 54. My opinion is that a POSITA would not understand this term in the way
26 Harbor Freight proposes, because Harbor Freight’s proposed construction is confusing
27 and attaches extraneous limitations which are not supported by the Asserted Claims,
28

1 the Asserted Patents, or the prosecution history. Specifically, Harbor Freight's
2 proposed construction requires the valve assembly to have a fuel valve with "a
3 corresponding valve handle." A POSITA would not understand the claims to require
4 such a specific requirement.
5

6 55. A fuel valve is a common mechanism and its described use in the
7 Asserted Patents is consistent with typical uses of such mechanisms. Fuel valves have
8 open and closed positions that control the flow of fuel. The opening and closing of
9 fuel valves can be controlled via mechanical means such as handles, levers, knobs,
10 and buttons. Examples of such valve operating means are shown below. These user
11 interfaces convert the input force of the operator, such as a knob twist, to forces or
12 torques that drive the internal mechanism of the valve between the open and closed
13 states. In addition to mechanically-actuated valves, fuel valves can also be operated
14 electrically or magnetically.
15
16
17
18





[www.johnsonvalves.co.uk/quick-closing-valves; www.walmart.com/ip/2-Pieces-1-4-Universal-Fuel-Gas-Shut-off-Valves/1627514774;
www.ifanpipng.com/info/what-is-a-gas-valve-90298824.html;
www.ebay.com.au/itm/173414333792.]

56. Given the variety of commonly available, and well known, fuel valves, a POSITA would not think that a fuel valve necessarily required “a corresponding valve handle.”

57. In addition to adding an extraneous and unjustified limitation, Harbor Freight’s proposed construction is confusing because a POSITA would not understand the scope of the requirement that the “a corresponding valve handle” be “**separate** from the selector switch.” For example, a POSITA would not know if the handle could touch the selector switch sometimes, but be out of contact at other times. Note, that a possible design would be one wherein the selector switch is moved into contact with the handle in order to impede its activation. So, the question of whether or not a selector switch in physical contact with a valve handle is “separate” from the valve handle is an important question to resolve given Harbor Freight’s proposed construction. No such confusion occurs using the plain and ordinary meaning,

1 without the extraneous limitation added by Harbor Freight. Other questions would
2 also arise from this proposed construction, such as “Can the selector switch be
3 attached to the same base plate as the valve handle?” and “Can the valve handle be
4 located within a hollow portion of the selector switch?”
5

6 58. In summary, Harbor Freight’s proposed construction would only serve to
7 confuse a POSITA and would add extraneous limitations that are not supported by the
8 intrinsic record.
9

10 **C. A Mechanical Fuel Valve**
11

12 59. Claim 1 of the ’780 Patent is a representative claim and it includes: “a
13 mechanical fuel valve actuateable between a first position and a second position to
14 selectively control fuel flow to the dual fuel engine from a first fuel source through a
15 first fuel line and a second fuel source through a second fuel line...”
16

17 60. Champion’s position is that this term does not need to be construed
18 because the term should be accorded its plain and ordinary meaning consistent with
19 and understood in light of the specification and claim language, which includes a
20 mechanical device that allows control of one or more fuel flows. Alternatively, the
21 Court should construe this term to include a mechanical device that allows control of
22 one or more fuel flows.
23

24 61. Harbor Freight requests that this term be construed as: “a single
25 mechanical fuel valve.”
26
27
28

1 62. Based on my review of the Asserted Patents, Asserted Claims, and the
2 prosecution history, and consistent with my general knowledge and experience in the
3 industry, my opinion is that a POSITA would accord this term its plain and ordinary
4 meaning consistent with, and understood in light of, the specification and claim
5 language, which includes a mechanical device that allows control of one or more fuel
6 flows.
7

8
9 63. A mechanical fuel valve is a common mechanism and its described use in
10 the Asserted Patents is consistent with typical uses of such mechanisms. Mechanical
11 fuel valves have open and closed positions that control the flow of fuel. The opening
12 and closing of mechanical fuel valves can be controlled via mechanical means such as
13 handles, levers, knobs, and buttons. Examples of such valves' operating means are
14 shown below. These user interfaces convert the input force of the operator, such as a
15 knob twist, to forces or torques that drive the internal mechanism of the valve between
16 the open and closed states.
17
18
19



1 [www.johnsonvalves.co.uk/quick-closing-valves; www.walmart.com/ip/2-Pieces-1-4-
2 Universal-Fuel-Gas-Shut-off-Valves/1627514774; www.ifanpipng.com/info/what-is-
3 a-gas-valve-90298824.html]
4

5 64. My opinion is that a POSITA would not understand this term to be
6 limited in the way Harbor Freight proposes. Harbor Freight's proposed construction
7 adds a specific, singular limitation that is not supported by the Asserted Claims, the
8 Asserted Patents, or the prosecution histories. For example, nothing in the claim
9 language requires that one, and only one, mechanical fuel valve be used to perform the
10 claimed limitations.
11
12

13 65. The portions of the Asserted Patents that I may use to support these
14 conclusions include, but are not limited to: the '780 Patent col. 5 ln. 31:col. 6 ln. 31,
15 col. 7 ln. 45:col. 9 ln. 17, and Figs. 2:4B (and corresponding locations in the '654
16 Patent, '970 Patent, '895 Patent, and '985 Patent). I may also rely on my general
17 background, education, and knowledge of the relevant art in explaining the plain and
18 ordinary meaning of this claim term. I may also rely on any extrinsic evidence offered
19 by Harbor Freight.
20
21

22 **D. Fuel Lockout Apparatus**

23 66. A representative excerpt from one of the claims is: "A dual fuel generator
24 and fuel delivery system comprising: . . . [(d)] a **fuel lockout apparatus** coupled to
25 the mechanical fuel valve." [Claim 1 of the '654 Patent.]
26
27
28

1 67. Champion's position is that this term does not need to be construed
2 because the term should be accorded its plain and ordinary meaning consistent with
3
4 and understood in light of the specification and claim language, which includes an
5 apparatus that prevents selection of more than one fuel source. Alternatively, the
6 Court should construe this term to include an apparatus that prevents selection of more
7 than one fuel source.
8

9 68. Harbor Freight argues that this term should be construed pursuant to 35
10 U.S.C. §112(f) as a means-plus-function limitation. Harbor Freight claims that the
11 recited function is to:
12

- 13 i) "prevent the second fuel source from coupling to the second fuel line while
14 the mechanical fuel valve is in the first position;" and
15
16 ii) "permit the second fuel source to couple to the second fuel line while the
17 mechanical fuel valve is in the second position."
18

19 Furthermore, they argue that the corresponding structure is Items 58, 61 in Figs. 2, 3,
20 4A, 4B, as described at '780 Patent col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-
21 64, and equivalents thereof.
22

23 69. First, Harbor Freight's position cannot be correct because they have
24 misstated the recited function of "fuel lockout apparatus." Consider that claim 6 of
25 the '780 Patent requires the following functionality of the fuel lockout apparatus:
26
27
28

1 *the mechanical fuel valve and the fuel lockout apparatus operate together to*
2 *ensure that fuel from the first fuel source and fuel from the second fuel source*
3 *are not simultaneously delivered to the dual fuel engine*

4
5 and Claim 8 of the '780 Patent requires functions described as:

6 *the fuel lockout apparatus communicates the first fuel source to the internal*
7 *combustion engine and prevents the second fuel source from coupling to the*
8 *internal combustion engine, and actuation of the mechanical fuel valve to the*
9 *second position causes the fuel lockout apparatus to permit the second fuel*
10 *source to couple to the internal combustion engine, and interrupts the first fuel*
11 *source communication with the internal combustion engine.*

12
13
14 70. Given that the functions of the fuel lockout apparatus recited in Claims 6
15 and 8 of the '780 Patent are not equivalent to, and in fact are different from, the
16 function used in Harbor Freight's analysis, it is my opinion that their position on this
17 claim term has no merit.

18
19
20 71. Second, the term “fuel lockout apparatus” is described with sufficient
21 structure in the claims to inform a POSITA of how to practice the limitations that
22 include the term. As an initial matter, a POSITA would readily understand a “fuel
23 lockout” for a dual-fuel generator to be a structure that, at the least, stops one of the
24 fuels from flowing into the generator engine.

25
26 72. Furthermore, the claims contain additional structure of the fuel lockout
27 apparatus. For example, Claim 1 of the '780 Patent requires that the “fuel lockout
28 apparatus.

1 apparatus [be] coupled to the mechanical fuel valve.” Additionally, Claim 3 of the
2 '780 adds the structural requirement that “the fuel lockout apparatus comprises a
3 flange rigidly coupled to the mechanical fuel valve that covers an inlet of the second
4 fuel line while the mechanical fuel valve is in the first position and uncovers the inlet
5 of the second fuel line while the mechanical fuel valve is in the second position.”
6
7 Claim 10 adds a further structural limitation that “the fuel lockout apparatus comprises
8 a fuel inlet cover configured to actuate in unison with the mechanical fuel valve to
9 cover a fuel inlet on the internal combustion engine for the second fuel source when
10 the mechanical fuel valve is in the first position and uncover the fuel inlet when the
11 mechanical fuel valve is in the second position.”
12
13

14 73. Based on my review of the Asserted Patents, Asserted Claims, and the
15 prosecution history, and consistent with my general knowledge and experience in the
16 industry, my opinion is that a POSITA would accord this term its plain and ordinary
17 meaning consistent with, and understood in light of, the specification and claim
18 language, which includes an apparatus that prevents selection of more than one fuel
19 source. A POSITA would readily understand this term, the structure of this term, and
20 how it is used in the claims because this is a well-known engineering component, its
21 operation is clearly described, and its structure is clearly indicated.
22
23
24

25 74. It is further my opinion is that a POSITA would not understand this term
26 to be limited to only the specific embodiments in the patent specifications that Harbor
27
28

1 Freight points to as the “means” for accomplishing the incorrect function that Harbor
2 Freight attributes to the fuel lockout apparatus.

3
4 75. The portions of the Asserted Patents that I may use to support these
5 conclusions include, but are not limited to: the ’780 Patent col. 5 ln. 37:col. 6 ln. 31,
6 and Figs. 2:4B (and corresponding locations in the ’654 Patent, ’895 Patent, ’970
7 Patent, and ’985 Patent). I may also rely on my general background, education, and
8 knowledge of the relevant art in explaining the plain and ordinary meaning of this
9 claim term. I may also rely on any extrinsic evidence offered by Harbor Freight.
10

11
12 **E. Coupling/to couple and From Coupling/to couple**

13 76. A representative excerpt from one of the claims: “the fuel lockout
14 apparatus is configured to: prevent the second fuel source from *coupling* to the second
15 fuel line while the mechanical fuel valve is in the first position.” [Claim 1 of the ’780
16 Patent.]
17

18 77. As an initial matter, there are two distinct uses of “coupled” in the
19 claims. The first is simply stated as “[Part A] *coupled to* [Part B],” and the second is
20 “[Part A] *coupled to* [perform an action].” Only the first usage is addressed in this
21 section. The second usage is discussed in a following section.
22

23
24 78. Champion’s position is that this term does not need to be construed
25 because the term should be accorded its plain and ordinary meaning consistent with
26 and understood in light of the specification and claim language, which includes two or
27 more components directly or indirectly interacting with each other, for example
28

1 physically, electrically, and/or fluidly. Alternatively, the Court should construe this
2 term to include two or more components directly or indirectly interacting with each
3 other, for example physically, electrically, and/or fluidly.
4

5 79. Harbor Freight requests the Court find the terms to be construed as
6 “attaching/to attach” and “from attaching/to attach.” In short, Harbor Freight wants to
7 substitute in the word “attach” for the word “couple.”
8

9 80. I note that if the patentee wanted to use the word “attach,” then they
10 certainly could have. For example, the patentee used “attach” in claim 5 of the ’780
11 Patent. [See e.g. “a first end of a quick-disconnect hose coupling *attached* to the inlet
12 of the second fuel line; and a second end of the quick-disconnect hose coupling
13 *attached* to the second fuel source to mate with the first end of the quick-disconnect
14 hose coupling to couple the second fuel source to the second fuel line.”] Additionally,
15 the patentee used “attach” in the specifications. [See e.g. “LPG supply hose **36** may be
16 quickly *attached* and detached from generator **20**.” ’780 Patent, 6:56-57.] Given that
17 the patentee used “attach,” rather than “couple” in both the claims and the
18 specification, a POSITA would know that the patentee did not understand the words
19 to be synonymous and interchangeable. Therefore, forcing such an equivalence into
20 the claimed invention of the patentee is inappropriate.
21
22
23
24

25 81. Based on my review of the Asserted Patents, Asserted Claims, and
26 prosecution history, and consistent with my general knowledge and experience in the
27 industry, my opinion is that a POSITA would accord this term its plain and ordinary
28

1 meaning consistent with, and understood in light of, the specification and claim
2 language which includes two or more components directly or indirectly interacting
3
4 with each other, for example physically, electrically, and/or fluidly.

5 82. Furthermore, Harbor Freight's proposal of substituting the words
6 "attaching" or "to attach" implies a physical attachment. This is an improper
7
8 importation of additional requirements into the claim term that would completely
9 eliminate fluid coupling. The specification clearly teaches "fluid coupling" wherein
10 "coupling" indicates preventing and permitting fuel flow. For example consider the
11 teaching, "FIG. 3 further shows LPG supply hose **36 coupling** second fuel source **30**
12 to generator **20** to deliver LPG to run the generator." ['780 Patent 6:39-41, **emphasis**
13 **added.**] The word "coupled", as used here, does not indicate a physical attachment,
14
15 rather it indicates an arrangement for preventing and permitting fuel flow. Harbor
16 Freight's proposed construction contradicts this teaching and unnecessarily limits the
17 meaning of "couple."
18
19

20 83. The portions of the Asserted Patents that I may use to support these
21 opinions include, but are not limited to: the '780 patent col. 3 ln. 43:45, col. 4 ln.
22 4:11, 24:27, 37:40, col. 5 ln. 37-39, 55:58, col. 6 ln. 10:11, 19-25, 39-45, 60-61, col. 7
23 ln. 4-8, 54-60, col. 8 ln. 1:3, 55-67, col. 9 ln. 44:46, 50-60, col. 10 ln. 5:6, 27:28,
24
25 FIGS. 1-6 (and corresponding locations in the '654, '895, '970, and '985 patents). I
26 may also rely on my general background, education, and knowledge of the relevant art
27
28

1 in explaining the plain and ordinary meaning of this claim term. I may also rely on
2 any extrinsic evidence offered by Harbor Freight.

3
4 **F. Communicate/Communication**

5 84. A representative excerpt from one of the relevant claims is: “a fuel
6 lockout apparatus coupled to the mechanical fuel valve and configured to prevent
7 actuation of the mechanical fuel valve to the first position when the second fuel source
8 is in *communication* with the dual fuel engine.” [Claim 8 of the ’895 Patent.]

9
10 85. Champion’s position is that this term does not need to be construed
11 because the term should be accorded its plain and ordinary meaning consistent with
12 and understood in light of the specification and claim language, which includes [a]
13 transfer of liquid, gas, or other material. Alternatively, the Court should construe this
14 term to include [a] transfer of liquid, gas, or other material.

15
16
17 86. Harbor Freight requests the Court find the terms to be construed as
18 “allow fuel flow / fuel flow.”

19
20 87. I note that Harbor Freight’s proposed construction results in a confusing
21 expression of the claim limitations. For example, when Harbor Freight’s proposed
22 construction is substituted into Claim 8 of the ’895 Patent, the relevant claim
23 limitation reads “when the second fuel source is in *fuel flow* with the dual fuel
24 engine.” The claim limitation is not only grammatically incorrect, the meaning, to the
25 extent it can be understood, has been modified. In the plain and ordinary expression
26 of the limitation, the invention is referring to a case wherein there could be a transfer
27
28

1 of fuel, but fuel does not have to actually be flowing. Such a situation would occur
2 when the generator is not actively generating electricity. However, using Harbor
3 Freight’s construction, the limitation would require “the second fuel source is in *fuel*
4 *flow* with the dual fuel engine.” To the extent this can be understood, a POSITA
5 would view this as a requirement that fuel actually be flowing.
6

7
8 88. Given that Harbor Freight’s proposed construction results in a confusing
9 expression and an alteration of the claimed invention and further based on my review
10 of the Asserted Patents, Asserted Claims, and prosecution history, and consistent with
11 my general knowledge and experience in the industry, my opinion is that a POSITA
12 would accord this term its plain and ordinary meaning consistent with, and understood
13 in light of, the specification and claim language. Such a meaning includes [a] transfer
14 of liquid, gas, or other material.
15
16

17 **G. Switch ...to [enable changing/change] operation of the engine**
18 **between gaseous fuel and liquid fuel**

19 89. A representative excerpt from one of the relevant claims is: “A dual fuel
20 generator comprising: . . . [(c)] **a switch to change operation of the engine between**
21 **gaseous fuel and liquid fuel.**” [Claim 1 of the ’145 Patent.]
22

23 90. Champion’s position is that these terms do not need to be construed
24 because these terms should be accorded their plain and ordinary meaning consistent
25 with and understood in light of the specification and claim language, which includes a
26 physical structure arranged to allow a fuel selection. Alternatively, the Court should
27 construe this term to include a physical structure arranged to allow a fuel selection.
28

1 91. Harbor Freight’s position is that this term means “a device for making,
2 breaking, or changing the connections in an electrical circuit that causes a change in
3 operation.”
4

5 92. With its proposed construction Harbor Freight is attempting to read into
6 the claim language the requirement that a switch include an “electrical circuit.”
7

8 93. Switches that change the operating mode of machines are extremely
9 common and a POSITA would certainly be aware of mechanical, fluid, and electrical
10 switches. Therefore, narrowing the switch limitation to only those switches that
11 utilize an “electrical circuit” is inappropriate.
12

13 94. Based on my review of the Asserted Patents, Asserted Claims, and
14 prosecution history, and consistent with my general knowledge and experience in the
15 industry, my opinion is that a POSITA would accord this term its plain and ordinary
16 meaning consistent with, and understood in light of, the specification and claim
17 language, which includes a physical structure arranged to allow a fuel selection.
18
19

20 95. The portions of the Asserted Patents that I may use to support these
21 conclusions include, but are not limited to: the ’398 Patent col. 6 ln.56:col. 7 ln.11,
22 col. 7, ln. 56:col. 11 ln. 8, and Figs. 3:4B (and corresponding locations in the ’145
23 Patent). I may also rely on my general background, education, and knowledge of the
24 relevant art in explaining the plain and ordinary meaning of this claim term. I may
25 also rely on any extrinsic evidence offered by Harbor Freight.
26
27
28

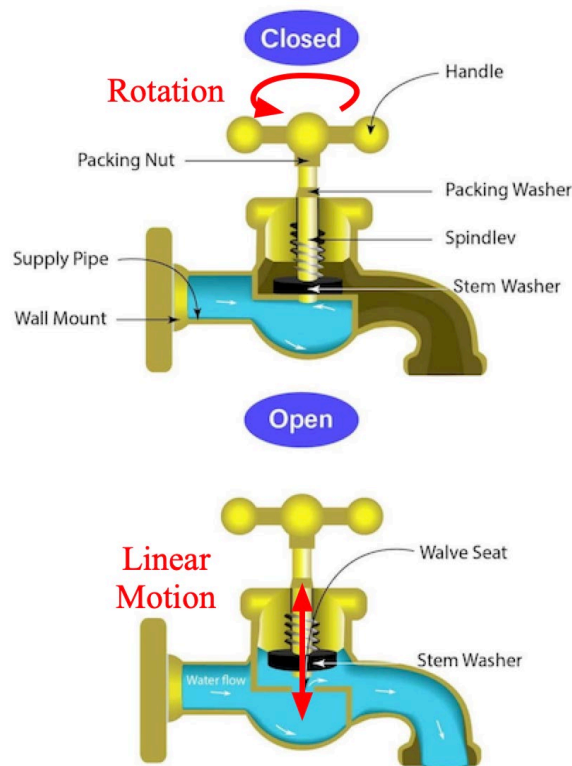
1 **H. Rotating Mechanical Valve**

2 96. This term appear in claims 14 of the '145 Patent in the limitation. “the
3 manually actuated fuel shutoff comprises a rotating mechanical valve.”
4

5 97. Champion’s position is that this term does not need to be construed
6 because these terms should be accorded their plain and ordinary meaning consistent
7 with and understood in light of the specification and claim language, which includes a
8 mechanical device that allows control of one or more fuel flows and includes at least
9 one rotating component. Alternatively, the Court should construe this term to include
10 a mechanical device that allows control of one or more fuel flows and includes at least
11 one rotating component.
12

13
14 98. Harbor Freight’s position is that this term means “a valve that actuates in
15 a rotative motion free from linear motion.” In this proposed definition, Harbor Freight
16 attempts to read in a requirement that a rotating valve actuates in a manner that is
17 “free from linear motion.” There is no basis for such a restrictive interpretation and a
18 POSITA would know that the rotating mechanical valve could certainly include some
19 linear motion.
20
21

22 99. Consider, for example, the common water spigot, which is
23 unquestionably a rotating mechanical valve. As illustrated below, when a user rotates
24 the valve handle, a portion of the valve travels linearly to open and close the flow of
25 water.
26
27
28



Rotational and Linear Motions of a Water Spigot.

100. Given that a POSITA would understand the operation of rotating mechanical valves, a POSITA would not think that such valves must be free of linear motion. Rather, a POSITA would know that a rotating valve could be, but does not need to be, free of linear motion.

101. Based on my review of the Asserted Patents, Asserted Claims, and prosecution history, and consistent with my general knowledge and experience in the industry, my opinion is that a POSITA would accord this term its plain and ordinary meaning consistent with, and understood in light of, the specification and claim

1 language, which includes a mechanical device that allows control of one or more fuel
2 flows and includes at least one rotating component.

3
4 102. The portions of the Asserted Patents that I may use to support these
5 conclusions include, '145 Patent col. 12, ln. 52:col 13, ln. 8, col. 14, ln. 7-23.) I may
6 also rely on my general background, education, and knowledge of the relevant art in
7 explaining the plain and ordinary meaning of this claim term. I may also rely on any
8 extrinsic evidence offered by Harbor Freight
9

10 **I. Pressure Regulator**

11
12 103. A representative excerpt from one of the claims is: “a primary **pressure**
13 **regulator** coupled to a service valve of the pressurized fuel source to regulate fuel
14 supplied from the pressurized fuel source to a reduced pressure, and a secondary
15 **pressure regulator** coupled to the primary **pressure regulator** to regulate fuel
16 supplied from the primary **pressure regulator** to a desired pressure for delivery
17 through the gaseous fuel line to operate the engine.” [Claim 11 of the '034 Patent.]
18 Note that this claim requires the primary pressure regulator to regulate fuel to a
19 *reduced* pressure. On the other hand, the claim requires the secondary pressure
20 regulator to regulate fuel to a *desired* pressure.
21
22
23

24 104. Once again, Harbor Freight argues for a construction that is artificially
25 narrow and not supported by the claims or specification. Specifically, Harbor Freight
26 imports into their construction the requirement that the pressure regulator not only
27 controls, but also reduces the pressure of gaseous fuel. Reviewing the claim language
28

1 makes it obvious that the fuel pressure does not always have to be reduced by the
2 pressure regulators. Furthermore, the specification does not teach that pressure
3 regulation always includes pressure reduction.
4

5 105. The claims themselves dictate the status of the various pressures in the
6 system. For example, claim 11 of the '034 Patent requires “a primary pressure
7 regulator coupled to a service valve of the pressurized fuel source to regulate fuel
8 supplied from the pressurized fuel source to a reduced pressure...” This limitation of
9 claim 11 itself calls for the pressure to be reduced. It is not necessary to incorporate
10 the additional “reduces” limitation proposed by Harbor Freight. By contrast, the next
11 limitation of claim 11 states: “a secondary pressure regulator coupled to the primary
12 pressure regulator to regulate fuel supplied from the primary pressure regulator to a
13 desired pressure for delivery through the gaseous fuel line to operate the engine.”
14 This term does not require the pressure to be reduced by the pressure regulator. If
15 Harbor Freight’s proposed construction is adopted and applied, then the pressure
16 would necessarily be required to be reduced even though the claim language indicates
17 that not all pressure regulators must reduce pressure.
18
19
20
21

22 106. Based on my review of the Asserted Patents and prosecution history, it is
23 my opinion that a POSITA would construe “pressure regulator” to mean “a device that
24 controls pressure.” This construction captures the universally understood meaning of
25 “pressure regulator” without importing additional requirements that conflict with the
26 claim language.
27
28

1 107. The portions of the Asserted Patents that I may use to support this
2 conclusion include, but are not limited to: the '034 Patent col. 4 ln. 16:col. 5, ln. 12,
3 and Fig. 1 (and corresponding locations in the '120 Patent); and the '780 Patent col. 4
4 ln. 27:col. 5 ln. 15, col. 9 ln. 32:60, col. 10 ln. 13:26, and Figs. 1, 5:6 (and
5 corresponding locations in the '654 Patent, '895 Patent, '970 Patent, and '985 Patent).
6 I may also rely on my general background, education, and knowledge of the relevant
7 art.
8
9

10 **J. Integral Components Of**
11

12 108. This term appears in claim 17 of the '985 Patent: “wherein the primary
13 and secondary pressure regulators are **integral components of** a dual stage pressure
14 regulator.” [Claim 17 of the '985 Patent.]
15

16 109. Champion’s position is that these terms do not need to be construed
17 because these terms should be accorded their plain and ordinary meaning consistent
18 with and understood in light of the specification and claim language.
19

20 110. Harbor Freight’s position is that this term means “included as a part of.”
21 This proposed construction is simply a substitution of one set of words for another set
22 of words that has a similar meaning. I find no basis in the claim language,
23 specification, or prosecution history to justify this word switch. Therefore, it is my
24 opinion that such a word switch is not needed or useful.
25
26
27
28

1 111. I have not been provided any materials that explain why Harbor Freight
2 is putting forth this proposed construction. To the extent Harbor Freight puts forth an
3 argument for this word switch, I reserve the right to respond to their argument.
4

5 **K. Gaseous cutoff**

6 112. A representative excerpt from one of the relevant claims is: “a **gaseous**
7 **cutoff** coupled to open and close a gaseous fuel source to the engine.” [Claim 1 of the
8 ‘034 Patent.]
9

10 113. Champion’s position is that this term does not need to be construed
11 because the term should be accorded its plain and ordinary meaning consistent with
12 and understood in light of the specification and claim language, which includes a
13 device that allows control of gaseous fuel flow, e.g., to “open and close a gaseous fuel
14 source to the engine.” Alternatively, the Court should construe this term to include a
15 device that allows control of gaseous fuel flow, e.g., to “open and close a gaseous fuel
16 source to the engine.”
17
18

19 114. Harbor Freight suggests that this term is indefinite.
20

21 115. It is my opinion that a POSITA would understand the term “gaseous
22 cutoff” because it is a well-known component in systems involving the flow of gases.
23 Furthermore, a POSITA would have a finite number of options for using a gaseous
24 cutoff in the manner claimed. Therefore, a POSITA would understand the scope of
25 the claim limitation and be able to practice the claim limitation in a finite number of
26 straightforward ways.
27
28

1 116. To the extent that Harbor Freight puts forth arguments that clarify their
2 indefiniteness position, I reserve the right to respond to those arguments.
3

4 **L. Coupled to [verb]**

5 117. Champion's position is that this term does not need to be construed
6 because the term should be accorded its plain and ordinary meaning consistent with
7 and understood in light of the specification and claim language, which includes
8 arranged in a way to perform a desired action, e.g., to "open and close a gaseous fuel
9 source to the engine." Alternatively, the Court should construe this term to include
10 arranged in a way to perform a desired action, e.g., to "open and close a gaseous fuel
11 source to the engine."
12
13

14 118. Harbor Freight requests the Court find the term indefinite.
15

16 119. Based on my review of the Asserted Patents, Asserted Claims, and
17 prosecution history, and consistent with my general knowledge and experience in the
18 industry, my opinion is that a POSITA would accord this term its plain and ordinary
19 meaning consistent with, and understood in light of, the specification and claim
20 language. This meaning of "coupled to" would include "arranged in a way to perform
21 a desired action."
22
23

24 120. It is my opinion that a POSITA would not find this term indefinite when
25 read in light of the Asserted Patents, Asserted Claims, and prosecution history. For
26 example, the specification of the '034 Patent states, "The multi-fuel engine also
27 includes a liquid cutoff solenoid **coupled to open and close** a liquid fuel path to the
28

1 engine.” [’034 Patent, Abstract. **Emphasis added.**] It is my opinion that a POSITA
2 would know that a liquid cutoff solenoid would need to be arranged on the liquid fuel
3 path in order to perform the action of cutting off liquid fuel flow. There would be a
4 finite number of well-known ways to configure the required arrangement on the liquid
5 fuel path.
6

7
8 121. As another example, the ’970 Patent states, “In accordance with yet
9 another aspect of the invention, a dual fuel generator includes an alternator and a dual
10 fuel engine **coupled to drive** the alternator.” [’970 Patent, 3:36-38. **Emphasis**
11 **added.**] A POSITA would know that the engine would need to be arranged in such a
12 way that running the engine could result in the driving of the alternator. There are a
13 finite number of well-known ways to configure the required coupling between engine
14 and alternator. Therefore, a POSITA would understand the bounds of this claim term.
15

16
17 122. The portions of the Asserted Patents that I may use to support these
18 opinions include, but are not limited to: the ’034 Patent col. 5 ln. 13:29, col. 12 ln.
19 45:53, and Figs. 1:3; the ’970 Patent col. 3 ln. 35:51, col. 7 ln. 47:63, col. 12 ln.
20 63:col. 13 ln. 11, and Figs. 1:6. I may also rely on my general background, education,
21 and knowledge of the relevant art in explaining the plain and ordinary meaning of this
22 claim term. I may also rely on any extrinsic evidence offered by Harbor Freight.
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1 Dated: September 9, 2025
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By:


William Singhose, Ph.D.

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- [3] L. Y. Pao and W. E. Singhose, "Verifying Robust Time-Optimal Commands for Multi-Mode Flexible Spacecraft," *AIAA J. of Guidance, Control, and Dynamics*, vol. 20, no. 4, pp. 831-833, 1997.
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- [13] W. Singhose, E. Biediger, H. Okada, and S. Matunaga, "Closed-Form Specified-Fuel Commands for On-Off Thrusters," *AIAA J. of Guidance, Control, and Dynamics*, vol. 29, no. 3, pp. 606-11, 2006.
- [14] G. Peláez, W. Singhose, and A. Vizan, "Shaping Tool Head Pneumatic Actuator Commands to Reduce Cut Car Letters Machine Vibration," in *WSEAS Int. Conf. on Signal Processing, Robotics and Automation*, 2002, pp. 54-59.

Exhibit A

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18 *Attorneys for Plaintiff Harbor Freight*

19 *Tools USA, Inc.*

20
21 **UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 HARBOR FREIGHT TOOLS USA,
24 INC.,

25 Plaintiff,

26 vs.

27 CHAMPION POWER EQUIPMENT,
28 INC.,

Defendant.

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

**PLAINTIFF HARBOR FREIGHT
TOOLS USA, INC.'S
PRELIMINARY PROPOSED
CLAIM CONSTRUCTIONS**

Hon. Stephen V. Wilson

Hon. Alka Sagar

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

PLAINTIFF'S PROPOSED CLAIM CONSTRUCTIONS

1 In accordance with the minutes of the Court’s March 21, 2025 Trial Setting
2 Conference (ECF No. 56), setting a Markman Hearing for September 30, 2025,
3 Plaintiff Harbor Freight Tools USA, Inc. (“Harbor Freight”) hereby provides its
4 Proposed Claim Constructions. Harbor Freight makes this disclosure based on
5 information presently known to it, without the benefit of full discovery. Harbor
6 Freight reserves the right to supplement or amend the information contained herein
7 based on arguments, allegations, or evidence presented by Defendant Champion
8 Power Equipment, Inc. (“Defendant” or “Champion”); information discovered or
9 confirmed during fact discovery; information discovered, confirmed or provided by a
10 party’s consultant or expert after the party’s contentions have been served; the launch
11 of new products; Defendants accusing new products; amendments made to the
12 pleadings; information learned from or positions taken by another party during the
13 exchange of contentions or the constructions process; rulings made by the Court;
14 amendments made to infringement or validity contentions; or as otherwise permitted
15 or required under the Federal Rules of Civil Procedure, the Local Rules, and the
16 Court’s orders.

17 Further, Harbor Freight reserves the right to change its position in response to
18 Defendant’s preliminary claim constructions and supporting evidence, changes in the
19 parties’ constructions, and as information is learned during the course of claim
20 construction discovery. The inclusion of any claim terms, phrases, or clauses on this
21 list is not intended, and should not be construed to mean, that any such terms, phrases,
22 or clauses have a special or uncommon meaning. Additionally, the inclusion of any
23 claim terms, phrases, or clauses on this list is not intended to and does not constitute
24 an admission that the term or phrase is capable of construction and not indefinite
25 under 35 U.S.C. § 112, lacking enablement or adequate written description, or
26 otherwise incapable of construction. Harbor Freight reserves the right to contest any
27 such terms and the validity of any claim of the patents-in-suit. Furthermore, the
28 proposed constructions disclosed herein are preliminary and Harbor Freight reserves

1 the right to change its position including to assert that a term should be given its plain
2 and ordinary meaning or that the term need not be construed. Harbor Freight further
3 reserves the right to modify, supplement, or amend their list of claim terms, phrases,
4 clauses, and/or constructions set forth below. Additionally, Harbor Freight reserves
5 the right to separately request construction of portions of the identified claim terms,
6 phrases, and/ or clauses. For example, the proposed terms and constructions presume
7 the infringement contentions Champion produced in response to Harbor Freight's
8 Interrogatory No. 1. Should Champion assert at some point that other claims are
9 infringed or amend its interrogatory response, or should other claims or claim
10 limitations become otherwise relevant, Harbor Freight reserves the right to propose
11 new claim constructions as necessary. Furthermore, should Champion seek an
12 improper interpretation of a term, phrase, and/or clause that has not been identified
13 by the parties, either explicitly or implicitly through its discovery responses, expert
14 disclosures, motions, or pleadings, Harbor Freight reserves the right to seek the
15 construction of that term, phrases, and/or clause.

16 Harbor Freight's identification of extrinsic evidence herein is also preliminary
17 and it reserves the right to change, add, or delete extrinsic evidence as it deems
18 appropriate. Harbor Freight also reserves the right to identify additional extrinsic
19 evidence to rebut Champion's proposed constructions or to address Champion's
20 asserted reasons for disputing Harbor Freight's proposed constructions. Additionally,
21 Harbor Freight reserves the right to rely on any evidence disclosed by Champion in
22 Defendant's Preliminary Proposed Claim Constructions, including any expert
23 testimony. By including evidence in these disclosures, Harbor Freight does not
24 concede that said evidence is actually "extrinsic" rather than intrinsic (e.g., file
25 histories of *inter partes* review proceedings).

26 To the extent the claim terms, phrases, and/or clauses set forth herein include
27 particular terms, phrases, and/or clauses appropriate to be construed separately, such
28 terms, phrases, and/or clauses are deemed part of this disclosed list. Similarly, to the

extent it is appropriate to construe terms, phrases, and/or clauses listed herein in the context of additional claim language, such additional language is deemed part of this disclosure.

I. U.S. PATENT NO. 10,598,101

'101 Patent Claim Term(s)	'101 Patent Claims	HFT's Proposed Construction
"selector switch"	1, 2, 8-9, 17-19	a movable component whose positioning enables subsequent user selection of only one fuel source
"valve assembly"	1, 2, 8-10, 16-19	at least one fuel valve and corresponding valve handle, separate from the selector switch

Extrinsic Evidence:

- *Switch, n. (4)*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/switch> (last visited April 7, 2025)
- *Selector Switch, n.*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/selector%20switch> (last visited April 8, 2025)
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- 4 • Switch, (c), G.H.F. Naylor, DICTIONARY OF MECHANICAL ENGINEERING 385
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- 6 • Tony Atkins & Marcel Escudier, OXFORD DICTIONARY OF MECHANICAL
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- 8 • S.B. Chopra, ANMOL'S DICTIONARY OF MECHANICAL ENGINEERING 336 (1st ed.
9 1989)(2012)
- 10 • MCGRAW-HILL DICTIONARY OF MECHANICAL AND DESIGN
11 ENGINEERING 339 (Sybil P. Parker et al. eds., 3rd ed., 1984)
- 12 • Pet. for *Inter Partes* Review of U.S. Patent No. 10,598,101, *Generac Power*
13 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00951
14 (May 16, 2025)
- 15 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,306,667, *Generac Power*
16 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01099
17 (June 17, 2025)
- 18 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,905,896, *Generac Power*
19 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01228
20 (July 11, 2025)
- 21 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
22 U.S. Patent No. 10,598,101, *Generac Power Systems, Inc. et al v. Champion*
23 *Power Equipment, Inc.*, No. IPR2025-00951(May 16, 2025)
- 24 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
25 U.S. Patent No. 11,306,667, *Generac Power Systems, Inc. et al v. Champion*
26 *Power Equipment, Inc.*, No. IPR2025-01099 (June 17, 2025)

- 1 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
- 2 U.S. Patent No. 11,905,896, *Generac Power Systems, Inc. et al v. Champion*
- 3 *Power Equipment, Inc.*, No. IPR2025-01228 (July 11, 2025)
- 4 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
- 5 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
- 6 Ariz.)

7 Harbor Freight may present expert testimony that the “selector switch” as it is

8 used in this patent does not meet the ordinary meaning of “switch” and is thus coined

9 by patentee to have a special meaning.

11 **II. U.S. PATENT NO. 11,306,667**

12 '667 Patent Claim Term(s)	13 '667 Patent Claims	14 HFT's Proposed Construction
15 “selector switch”	16 1-18	17 a movable component whose 18 positioning enables 19 subsequent user selection of 20 only one fuel source
21 “valve assembly”	22 1-18	23 at least one fuel valve and 24 corresponding valve handle, 25 separate from the selector 26 switch

24 Extrinsic Evidence:

- 25 • *Switch*, n. (4), Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/switch)
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- 11 • *Switch, (c)*, G.H.F. Nayler, DICTIONARY OF MECHANICAL ENGINEERING 385
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- 15 • S.B. Chopra, ANMOL'S DICTIONARY OF MECHANICAL ENGINEERING 336 (1st ed.
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20 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00951
21 (May 16, 2025)
- 22 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,306,667, *Generac Power*
23 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01099
24 (June 17, 2025)
- 25 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,905,896, *Generac Power*
26 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01228
27 (July 11, 2025)

28

- 1 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
2 U.S. Patent No. 10,598,101, *Generac Power Systems, Inc. et al v. Champion*
3 *Power Equipment, Inc.*, No. IPR2025-00951(May 16, 2025)
- 4 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
5 U.S. Patent No. 11,306,667, *Generac Power Systems, Inc. et al v. Champion*
6 *Power Equipment, Inc.*, No. IPR2025-01099 (June 17, 2025)
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8 U.S. Patent No. 11,905,896, *Generac Power Systems, Inc. et al v. Champion*
9 *Power Equipment, Inc.*, No. IPR2025-01228 (July 11, 2025)
- 10 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
11 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
12 Ariz.)

13 Harbor Freight may present expert testimony that the “selector switch” as it is
14 used in this patent does not meet the ordinary meaning of “switch” and is thus coined
15 by patentee to have a special meaning.
16

17 **III. U.S. PATENT NO. 11,761,390**

18 '390 Patent Claim Term(s)	'390 Patent Claims	HFT's Proposed Construction
19 "selector switch"	1-3, 5-10	a movable component whose positioning enables subsequent user selection of only one fuel source
25 "valve assembly"	3, 5-8	at least one fuel valve and corresponding valve handle,

28

'390 Patent Claim Term(s)	'390 Patent Claims	HFT's Proposed Construction
		separate from the selector switch
"carburetor shutoff solenoid"	9	a solenoid valve attached to the carburetor that interrupts liquid fuel flow to the carburetor

Extrinsic Evidence:

- *Switch, n. (4)*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/switch> (last visited April 7, 2025)
- *Selector Switch, n.*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/selector%20switch> (last visited April 8, 2025)
- *Switch, n.*, Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/switch> (last visited April 4, 2025)
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- *Switch, (1)*, Rudolf F. Graf, MODERN DICTIONARY OF ELECTRONICS 997 (Charlie Buffington & Jack Davis eds., Butterworth-Heinemann 6th ed. 1997) (1984)
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- Tony Atkins & Marcel Escudier, OXFORD DICTIONARY OF MECHANICAL ENGINEERING 369 (1st ed. 2013)

- 1 • S.B. Chopra, ANMOL'S DICTIONARY OF MECHANICAL ENGINEERING 336 (1st ed.
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- 5 • *Solenoid, n.*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/solenoid)
6 [webster.com/dictionary/solenoid](https://www.merriam-webster.com/dictionary/solenoid) (last visited July 9, 2025)
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10 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00951
11 (May 16, 2025)
- 12 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,306,667, *Generac Power*
13 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01099
14 (June 17, 2025)
- 15 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,905,896, *Generac Power*
16 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-01228
17 (July 11, 2025)
- 18 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
19 U.S. Patent No. 10,598,101, *Generac Power Systems, Inc. et al v. Champion*
20 *Power Equipment, Inc.*, No. IPR2025-00951(May 16, 2025)
- 21 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
22 U.S. Patent No. 11,306,667, *Generac Power Systems, Inc. et al v. Champion*
23 *Power Equipment, Inc.*, No. IPR2025-01099 (June 17, 2025)
- 24 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
25 U.S. Patent No. 11,905,896, *Generac Power Systems, Inc. et al v. Champion*
26 *Power Equipment, Inc.*, No. IPR2025-01228 (July 11, 2025)

- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

Harbor Freight may present expert testimony that the “selector switch” as it is used in this patent does not meet the ordinary meaning of “switch” and is thus coined by patentee to have a special meaning.

IV. U.S. PATENT NO. 11,905,896

'896 Patent Claim Term(s)	'896 Patent Claims	HFT's Proposed Construction
“selector switch”	30-32, 34-36	a movable component whose positioning enables subsequent user selection of only one fuel source
“valve assembly”	30-32, 34-36	at least one fuel valve and corresponding valve handle, separate from the selector switch
“carburetor solenoid switch”	36	a device that opens and closes a circuit that controls a carburetor solenoid valve
“an associated carburetor solenoid”	36	a solenoid valve attached to the carburetor that interrupts liquid fuel flow to the carburetor

Extrinsic Evidence:

- *Switch, n. (4)*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/switch> (last visited April 7, 2025)
- *Selector Switch, n.*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/selector%20switch> (last visited April 8, 2025)
- *Switch, n.*, Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/switch> (last visited April 4, 2025)
- *Switch, n. (2a.)*, The Free Dictionary, <https://www.thefreedictionary.com/switch> (last visited April 14, 2025)
- *Switch, (1)*, Rudolf F. Graf, MODERN DICTIONARY OF ELECTRONICS 997 (Charlie Buffington & Jack Davis eds., Butterworth-Heinemann 6th ed. 1997) (1984)
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- Tony Atkins & Marcel Escudier, OXFORD DICTIONARY OF MECHANICAL ENGINEERING 369 (1st ed. 2013)
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- *Solenoid*, Tony Atkins & Marcel Escudier, Oxford Dictionary Of Mechanical Engineering 336 (1st ed. 2013)

- 1 • Pet. for *Inter Partes* Review of U.S. Patent No. 10,598,101, *Generac Power*
2 *Systems, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00951
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9 (July 11, 2025)
- 10 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
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12 *Power Equipment, Inc.*, No. IPR2025-00951(May 16, 2025)
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15 *Power Equipment, Inc.*, No. IPR2025-01099 (June 17, 2025)
- 16 • Expert Decl. of Eric S. Winkel In Support of Pet. for *Inter Partes* Review of
17 U.S. Patent No. 11,905,896, *Generac Power Systems, Inc. et al v. Champion*
18 *Power Equipment, Inc.*, No. IPR2025-01228 (July 11, 2025)
- 19 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
20 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
21 Ariz.)

22 Harbor Freight may present expert testimony that the “selector switch” as it is
23 used in this patent does not meet the ordinary meaning of “switch” and is thus coined
24 by patentee to have a special meaning.
25
26
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28

V. U.S. PATENT NO. 10,221,780

'780 Patent Claim Term(s)	'780 Patent Claims	HFT's Proposed Construction
"a mechanical fuel valve"	1, 6, 8, 15	a single mechanical fuel valve
"coupling" / "to couple"	1, 6, 8, 15	attaching / to attach
"fuel lockout apparatus"	1, 6, 8, 15	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to "prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position;" and "permit the second fuel source to couple to the second fuel line while the mechanical fuel valve is in the second position." The corresponding structure is Items 58, 61 in Figs. 2, 3, 4A, 4B, as described at '780

'780 Patent Claim Term(s)	'780 Patent Claims	HFT's Proposed Construction
		patent, col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-64, and equivalents thereof.
"communicate" / "communication"	1, 6, 8, 15	allow fuel flow / fuel flow
"prevent[s] actuation of"	8, 15	prevent[s] the mechanical fuel valve from moving
"simultaneously"	6	concurrently
"second fuel line"	1, 6, 8, 15	path for gaseous fuel within a generator leading to the engine, having a first end furthest from the engine to which a gaseous fuel source can be attached

Extrinsic Evidence:

- *Simultaneously, adv.*, Oxford Dictionary of English (Angus Stevenson ed., 3 ed., 2010),
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- *Simultaneous, adj. (1)*, Merriam-Webster.com Dictionary,

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- 7 Dist. LEXIS 111499, at *36 (S.D. Tex. Aug. 24, 2015)
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- 13 [webster.com/dictionary/coupling](https://www.merriam-webster.com/dictionary/coupling) (last visited July 9, 2025)
- 14 • *Couple With, phras. v.*, Merriam-Webster.com Dictionary,
- 15 <https://www.merriam-webster.com/dictionary/couple%20with> (last visited
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- 17 • *Apparatus, n. (1)*, Oxford Dictionary of English (Angus Stevenson ed., Oxford
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- 19 [https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.00](https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0034880)
- 20 [01/m_en_gb0034880](https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0034880) (last visited July 14, 2025)
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- 22 [webster.com/dictionary/apparatus](https://www.merriam-webster.com/dictionary/apparatus) (last visited July 9, 2025)
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- 26 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
- 27 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
- 28 Ariz.)

Harbor Freight may present expert testimony that the term “fuel lockout apparatus” as it is used in this patent and claims does not connote a specific structure to a person of ordinary skill in the art.

VI. U.S. PATENT NO. 10,697,398

'398 Patent Claim Term(s)	'398 Patent Claims	HFT's Proposed Construction
“switch . . . to change operation of the engine between gaseous fuel and liquid fuel”	1, 3-8, 10, 19, 22, 57, 58	a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation
“liquid fuel cut-off”	1, 3-8, 10, 19, 22, 57, 58	a valve attached to the carburetor that interrupts liquid fuel flow to the carburetor
“liquid fuel valve”	1, 3-8, 10, 19, 22	a valve having open and closed positions that controls liquid fuel flow to the engine and is separate from the liquid fuel cut-off
“incorporated into the carburetor”	1, 3-8, 10, 19, 22	part of the carburetor

Extrinsic Evidence:

- 1 • *Switch, n. (4)*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/switch)
2 [webster.com/dictionary/switch](https://www.merriam-webster.com/dictionary/switch) (last visited April 7, 2025)
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9 <https://www.thefreedictionary.com/switch> (last visited April 14, 2025)
- 10 • *Switch, (1)*, Rudolf F. Graf, MODERN DICTIONARY OF ELECTRONICS 997
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- 13 • *Switch, (c)*, G.H.F. Naylor, DICTIONARY OF MECHANICAL ENGINEERING 385
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- 21 • *Incorporate, v. trans. (1a)*, Merriam-Webster.com Dictionary (2010),
22 [https://web.archive.org/web/20100627082704/http://www.merriam-](https://web.archive.org/web/20100627082704/http://www.merriam-webster.com/dictionary/incorporate)
23 [webster.com/dictionary/incorporate](https://web.archive.org/web/20100627082704/http://www.merriam-webster.com/dictionary/incorporate) (last visited April 8, 2010)
- 24 • *Incorporate, v. (1)*, Oxford Dictionary of English (Angus Stevenson ed.,
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26 [https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.00](https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0405690)
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- Pet. for *Inter Partes* Review of U.S. Patent No. 10,393,034, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805 (April 29, 2025)
- Pet. for *Inter Partes* Review of U.S. Patent No. 11,143,120, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)
- Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805 (April 29, 2025)
- Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)
- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

VII. U.S. PATENT NO. 11,143,145

'145 Patent Claim Term(s)	'145 Patent Claims	HFT's Proposed Construction
"switch to change operation of the engine between gaseous fuel and liquid fuel"	1-8, 10	a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation
"liquid fuel cut-off solenoid"	1-8, 10	a solenoid valve attached to the carburetor that interrupts liquid fuel flow to the carburetor

'145 Patent Claim Term(s)	'145 Patent Claims	HFT's Proposed Construction
"liquid fuel valve"	2-4	a valve having open and closed positions that controls liquid fuel flow to the engine and is separate from the liquid fuel cut-off solenoid
"fuel shutoff"	11, 13, 14	a valve attached to the carburetor that interrupts liquid fuel flow to the carburetor
"rotating mechanical valve"	14	a valve that actuates in a rotative motion free from linear motion
"in the carburetor"	11, 13, 14	part of the carburetor
"first end in the carburetor that actuates to selectively allow or block a flow of fuel through the carburetor"	11, 13, 14	part of the carburetor that physically moves to allow or block fuel flow
"second end external to the carburetor to actuate the first end"	11, 13, 14	Plain and ordinary meaning

Extrinsic Evidence

- 1 • *Switch, n. (4)*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/switch)
2 [webster.com/dictionary/switch](https://www.merriam-webster.com/dictionary/switch) (last visited April 7, 2025)
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9 <https://www.thefreedictionary.com/switch> (last visited April 14, 2025)
- 10 • *Switch, (1)*, Rudolf F. Graf, MODERN DICTIONARY OF ELECTRONICS 997
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- 19 • MCGRAW-HILL DICTIONARY OF MECHANICAL AND DESIGN
20 ENGINEERING 339 (Sybil P. Parker et al. eds., 3rd ed., 1984)
- 21 • *Solenoid, n.*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/solenoid)
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13 *Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805
14 (April 29, 2025)
- 15 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,143,120, *Harbor Freight*
16 *Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-
17 001121 (June 23, 2025)
- 18 • Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion*
19 *Power Equipment, Inc.*, No. IPR2025-00805 (April 29, 2025)
- 20 • Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion*
21 *Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)
- 22 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
23 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
24 Ariz.)

VIII. U.S. PATENT NO. 10,393,034

'034 Patent Claim Term(s)	'034 Patent Claims	HFT's Proposed Construction
"liquid cutoff solenoid"	1-3, 5-9	a solenoid valve attached to the carburetor that interrupts liquid fuel flow to the carburetor
"downstream from the float bowl"	1-3, 5-9	located on the fuel path between the float bowl and the engine intake
"gaseous cutoff"	1-3, 5-9	indefinite
"coupled to [verb]"	1-3, 5-9, 18-20, 22	indefinite
"gaseous cutoff solenoid"	2	indefinite
"switch . . . to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel"	3, 20, 22	a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation
"pressure regulator"	11-14	a device that reduces and controls the pressure of gaseous fuel
"liquid fuel valve"	9	a valve having open and closed positions that controls

'034 Patent Claim Term(s)	'034 Patent Claims	HFT's Proposed Construction
		liquid fuel flow to the engine and is separate from the liquid cut-off solenoid
"electro-mechanical valve system"	11-14	One or more solenoid valves
"simultaneous" / "simultaneously"	3, 6, 13, 22	Concurrent / concurrently
"carburetor cutoff solenoid"	14, 18-20, 22	a solenoid valve attached to the carburetor that interrupts liquid fuel flow to the carburetor
"gaseous fuel cutoff solenoid"	14, 19, 22	a solenoid valve that controls gaseous fuel flow

Extrinsic Evidence:

- *Switch, n. (4)*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/switch> (last visited April 7, 2025)
- *Selector Switch, n.*, Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/selector%20switch> (last visited April 8, 2025)
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- 15 [https://www.theengineeringchoice.com/what-is-coupling-and-types-of-](https://www.theengineeringchoice.com/what-is-coupling-and-types-of-coupling/)
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- 15 • *Solenoid*, Tony Atkins & Marcel Escudier, Oxford Dictionary Of Mechanical
16 Engineering 336 (1st ed. 2013)
- 17 • *Pressure Regulator (Pressure-Regulating Valve)*, Tony Atkins & Marcel
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19 [https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.00](https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.0001/acref-9780199587438-e-4826)
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24 [01/acref-9780199587438-e-1632](https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.0001/acref-9780199587438-e-1632) (last visited July 14, 2025)
- 25 • Pet. for *Inter Partes* Review of U.S. Patent No. 10,393,034, *Harbor Freight*
26 *Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805
27 (April 29, 2025)

28

- Pet. for *Inter Partes* Review of U.S. Patent No. 11,143,120, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)
- Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805 (April 29, 2025)
- Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)
- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

Harbor Freight may present expert testimony whether the term “coupled to” and “carburetor cutoff” as they are used in this patent provides reasonable certainty to a person of ordinary skill in the art as to the scope of the claim.

IX. U.S. PATENT NO. 11,143,120

'120 Patent Claim Term(s)	Claim	HFT's Proposed Construction
“pressure regulator”	12-15	a device that reduces and controls the pressure of gaseous fuel
“electro-mechanical valve system”	13-15	One or more solenoid valves
“simultaneous”	15	concurrent

Extrinsic Evidence:

- 1 • *Pressure Regulator (Pressure-Regulating Valve)*, Tony Atkins & Marcel
2 Escudier, Oxford Dictionary Of Mechanical Engineering (2013),
3 [https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.00](https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.0001/acref-9780199587438-e-4826)
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- 12 • *Simultaneous, adj.*, Cambridge Dictionary,
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- 15 • *Emtel, Inc. v. Lipidlabs, Inc.*, No. H-07-1798, 2015 WL 5021943, 2015 U.S.
16 Dist. LEXIS 111499, at *36 (S.D. Tex. Aug. 24, 2015)
- 17 • Petition for *Inter Partes* Review of U.S. Patent No. 10,393,034, No. IPR2025-
18 00805
- 19 • Pet. for *Inter Partes* Review of U.S. Patent No. 10,393,034, *Harbor Freight*
20 *Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-00805
21 (April 29, 2025)
- 22 • Pet. for *Inter Partes* Review of U.S. Patent No. 11,143,120, *Harbor Freight*
23 *Tools USA, Inc. et al v. Champion Power Equipment, Inc.*, No. IPR2025-
24 001121 (June 23, 2025)
- 25 • Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion*
26 *Power Equipment, Inc.*, No. IPR2025-00805 (April 29, 2025)
- 27 • Decl. of Timothy Morse, *Harbor Freight Tools USA, Inc. et al v. Champion*
28 *Power Equipment, Inc.*, No. IPR2025-001121 (June 23, 2025)

- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

X. U.S. PATENT NO. 11,530,654

'654 Patent Claim Term(s)	'654 Patent Claims	HFT's Proposed Construction
"a mechanical fuel valve"	6, 7	a single mechanical fuel valve
"from coupling" / "to couple"	6, 7	from attaching / to attach
"fuel lockout apparatus"	6, 7	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to "prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position;" and "permit the second fuel source to couple to the second fuel line while the

1	'654 Patent Claim Term(s)	'654 Patent Claims	HFT's Proposed Construction
2			
3			
4			mechanical fuel valve is in
5			the second position.”
6			The corresponding structure
7			is Items 58, 61 in Figs. 2, 3,
8			4A, 4B, as described at '780
9			patent, col. 5:37-64; 6:10-31;
10			6:42-7:17; 7:54-67; 8:49-64,
11			and equivalents thereof.
12	“pressure regulator”	6, 7, 10	a device that reduces and
13			controls the pressure of
14			gaseous fuel
15			
16	“located off-board the	6, 7, 10	located remotely from
17	generator”		generator
18			
19	“gaseous fuel line”	6, 7, 10	path for gaseous fuel within a
20			generator leading to the
21			engine, having a first end
22			furthest from the engine to
23			which a gaseous fuel source
24			can be attached
25	“regulated down”	10	reduced
26			
27			
28			

'654 Patent Claim Term(s)	'654 Patent Claims	HFT's Proposed Construction
"free of any pressure regulator"	10	without a pressure regulator within or attached to the generator housing

Extrinsic Evidence:

- *Couple*, v. (1), Am. Heritage (3d Ed. 1996)
- *What is Coupling?—Definition, Types, and Uses*, The Engineering Choice, <https://www.theengineeringchoice.com/what-is-coupling-and-types-of-coupling/> (last visited July 9, 2025)
- *Coupling*, n. (2), Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/coupling> (last visited July 9, 2025)
- *Couple With*, phras. v., Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/couple%20with> (last visited July 9, 2025)
- *Apparatus*, n. (1), Oxford Dictionary of English (Angus Stevenson ed., Oxford University Press 3 ed., 2010), https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0034880 (last visited July 14, 2025)
- *Apparatus*, n. (1c), Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/apparatus> (last visited July 9, 2025)
- *Apparatus*, n., Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/apparatus> (last visited July 9, 2025)
- *Simultaneous*, adj., Oxford Dictionary of English (Angus Stevenson ed., 3 ed., 2010),

- 1 <https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.00>
2 01/m_en_gb0989980 (last visited July 14, 2025),
3 • *Simultaneous, adj. (1)*, Merriam-Webster.com Dictionary,
4 <https://www.merriam-webster.com/dictionary/simultaneously> (last visited July
5 9, 2025)
6 • *Simultaneous, adj.*, Cambridge Dictionary,
7 <https://dictionary.cambridge.org/us/dictionary/english/simultaneous> (last
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9 • *Emtel, Inc. v. Lipidlabs, Inc.*, No. H-07-1798, 2015 WL 5021943, 2015 U.S.
10 Dist. LEXIS 111499, at *36 (S.D. Tex. Aug. 24, 2015)
11 • *Pressure Regulator (Pressure-Regulating Valve)*, Tony Atkins & Marcel
12 Escudier, Oxford Dictionary Of Mechanical Engineering (2013),
13 <https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.00>
14 01/acref-9780199587438-e-4826 (last visited July 14, 2025)
15 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
16 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
17 Ariz.)

18 Harbor Freight may present expert testimony that the term “fuel lockout
19 apparatus” as it is used in this patent and claims does not connote a specific structure
20 to a person of ordinary skill in the art.
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XI. U.S. PATENT NO. 11,492,985

'985 Patent Claim Term(s)	'985 Patent Claims	HFT's Proposed Construction
"pressure regulator"	1, 4, 5, 7, 16-17	a device that reduces and controls the pressure of gaseous fuel
"regulated down ~~to a desired pressure~~ "/ " ~~regulated down to a second reduced pressure~~ "/ " ~~regulate ... down~~ "	1, 4, 5, 7, 11, 14-17	reduced
" ~~a generator~~ free of any pressure regulator"	1, 4, 5, 7	without a pressure regulator within or attached to the generator housing
"a mechanical fuel valve"	5, 15	a single mechanical fuel valve
"a quick-connect hose coupling"	7	a coupling that permits a hose to be quickly attached or detached from a fuel inlet
"located off-board the generator"	1, 4, 5, 7, 11, 14-17	located remotely from generator
"integral components of"	17	included as a part of

Extrinsic Evidence:

- *Pressure Regulator (Pressure-Regulating Valve)*, Tony Atkins & Marcel Escudier, Oxford Dictionary Of Mechanical Engineering (2013, <https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.0001/acref-9780199587438-e-4826>)(last visited July 14, 2025)
- *Couple*, v. (1), Am. Heritage (3d Ed. 1996)
- *What is Coupling?—Definition, Types, and Uses*, The Engineering Choice, <https://www.theengineeringchoice.com/what-is-coupling-and-types-of-coupling/> (last visited July 9, 2025)
- *Coupling*, n. (2), Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/coupling> (last visited July 9, 2025)
- *Couple With*, phras. v., Merriam-Webster.com Dictionary, <https://www.merriam-webster.com/dictionary/couple%20with> (last visited July 9, 2025)
- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

XII. U.S. PATENT NO. 11,840,970

'970 Patent Claim Term(s)	'970 Patent Claims	HFT's Proposed Construction
"a mechanical fuel valve"	1, 2, 12-14, 20, 21, 34, 44, 45, 48	a single mechanical fuel valve
"pressure regulator"	1, 2, 12-14, 20, 21, 34, 44, 45, 48	a device that reduces and controls the pressure of gaseous fuel

'970 Patent Claim Term(s)	'970 Patent Claims	HFT's Proposed Construction
"located off board the dual fuel generator"	1, 2, 12-14, 20, 21, 34	located remotely from the dual fuel generator
"free of any pressure regulator"/ "free from any gaseous fuel pressure regulator"	12-14, 44, 45, 48	without a pressure regulator within or attached to the generator housing / without a gaseous fuel pressure regulator within or attached to the generator housing
"liquid fuel valve"	48	a valve having open and closed positions that controls liquid fuel flow to the engine
"regulated down"	12-14	reduced
"disconnected from the dual fuel generator"	21	Not connected to the dual fuel generator

Extrinsic Evidence:

- *Pressure Regulator (Pressure-Regulating Valve)*, Tony Atkins & Marcel Escudier, Oxford Dictionary Of Mechanical Engineering (2013), <https://www.oxfordreference.com/view/10.1093/acref/9780199587438.001.0001/acref-9780199587438-e-4826> (last visited July 14, 2025)
- Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D. Ariz.)

XIII. U.S. PATENT NO. 11,905,895

'895 Patent Claim Term(s)	'895 Patent Claims	HFT's Proposed Construction
"a mechanical fuel valve"	1, 6-8, 12, 13	a single mechanical fuel valve
"coupling" / "to couple"	1, 6-8, 12, 13	attaching / to attach
"fuel lockout apparatus"	1, 6-8, 12, 13	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to "prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position;" and "permit the second fuel source to couple to the second fuel line while the mechanical fuel valve is in the second position." The corresponding structure is Items 58, 61 in Figs. 2, 3, 4A, 4B, as described at '780

'895 Patent Claim Term(s)	'895 Patent Claims	HFT's Proposed Construction
		patent, col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-64, and equivalents thereof.
"second fuel line"	1, 6-8, 12, 13	path for gaseous fuel within a generator leading to the engine, having a first end furthest from the engine to which a gaseous fuel source can be attached
"communicate" / "communication"	1, 6-8, 12, 13	allow fuel flow / fuel flow
"simultaneously"	6, 7, 12-13	concurrently

Extrinsic Evidence:

- *Simultaneously, adv.*, Oxford Dictionary of English (Angus Stevenson ed., 3 ed., 2010),
https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0989980 (last visited July 14, 2025)
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<https://www.merriam-webster.com/dictionary/simultaneously> (last visited July 9, 2025)
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1 <https://dictionary.cambridge.org/us/dictionary/english/simultaneously> (last
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5 • *Couple, v. (1)*, Am. Heritage (3d Ed. 1996)

6 • *What is Coupling?—Definition, Types, and Uses*, The Engineering Choice,
7 [https://www.theengineeringchoice.com/what-is-coupling-and-types-of-](https://www.theengineeringchoice.com/what-is-coupling-and-types-of-coupling/)
8 [coupling/](https://www.theengineeringchoice.com/what-is-coupling-and-types-of-coupling/) (last visited July 9, 2025)

9 • *Coupling, n. (2)*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/coupling)
10 [webster.com/dictionary/coupling](https://www.merriam-webster.com/dictionary/coupling) (last visited July 9, 2025)

11 • *Couple With, phras. v.*, Merriam-Webster.com Dictionary,
12 <https://www.merriam-webster.com/dictionary/couple%20with> (last visited
13 July 9, 2025)

14 • *Apparatus, n. (1)*, Oxford Dictionary of English (Angus Stevenson ed., Oxford
15 University Press 3 ed., 2010),
16 [https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.00](https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0034880)
17 [01/m_en_gb0034880](https://www.oxfordreference.com/view/10.1093/acref/9780199571123.001.0001/m_en_gb0034880) (last visited July 14, 2025)

18 • *Apparatus, n. (1c)*, Merriam-Webster.com Dictionary, [https://www.merriam-](https://www.merriam-webster.com/dictionary/apparatus)
19 [webster.com/dictionary/apparatus](https://www.merriam-webster.com/dictionary/apparatus) (last visited July 9, 2025)

20 • *Apparatus, n.*, Cambridge Dictionary,
21 <https://dictionary.cambridge.org/us/dictionary/english/apparatus> (last visited
22 July 9, 2025)

23 • Expert Decl. of Dr. Timothy Jacobs Re Markman Issues, *Champion Power*
24 *Equipment, Inc. v. Firman Power Equipment Inc.*, 2:23-cv-02371-DWL (D.
25 Ariz.)

1 Harbor Freight may present expert testimony that the term “fuel lockout
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1 DATED: July 14, 2025

2 Respectfully submitted,

3 /s/ Eric Huang

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5 SULLIVAN, LLP

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25 *Tools USA, Inc.*

CERTIFICATE OF SERVICE

I, Ari Wugalter, hereby certify that on this July 14, 2025, a copy of the foregoing Plaintiff Harbor Freight Tools USA, Inc.'s Preliminary Proposed Claim Constructions was served via email on all attorneys of record.

/s/ Ari Wugalter

Ari Wugalter

Attorneys for Plaintiff Harbor Freight
Tools USA, Inc.