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

25 HARBOR FREIGHT TOOLS USA,
26 INC.,

27 Plaintiff,

28 vs.

CHAMPION POWER EQUIPMENT,
INC.,

Defendant.

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

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

Hearing Date: September 30, 2025

Time: 9:30 a.m.

TABLE OF CONTENTS

		<u>Page</u>
1		
2		
3	I. LEGAL STANDARDS	1
4	II. DISPUTED TERMS	3
5	A. Individual Terms Requiring Construction	4
6	1. “selector switch”	4
7	2. “valve assembly”	7
8	3. “a mechanical fuel valve”	9
9	4. “fuel lockout apparatus”	10
10	5. “from coupling”/”coupling”/”to couple”	13
11	6. “communicate”/”communication”	16
12	7. “switch . . . to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel”	17
13	8. “rotating mechanical valve”	17
14	9. “pressure regulator”	18
15	10. “integral components of”	19
16	B. Indefinite Terms	21
17	1. “gaseous cutoff”	21
18	2. “coupled to [verb]”	23
19	III. CONCLUSION	25
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

Page

Cases

<i>ActiveVideo Networks, Inc. v. Verizon Commc'ns, Inc.</i> , 694 F.3d 1312 (2012)	2
<i>Baldwin Graphic Sys., Inc. v. Siebert, Inc.</i> , 512 F.3d 1338 (Fed. Cir. 2008)	9
<i>BASF Agro B.V. v. Makhteshim Agan of N. Am.</i> , 519 F. App'x 1008 (Fed. Cir. 2013)	2
<i>Clearstream Wastewater Sys., Inc. v. Hydro-Action, Inc.</i> , 206 F.3d 1440 (Fed. Cir. 2000)	3
<i>Curtiss-Wright Flow Control Corp. v. Velan, Inc.</i> , 438 F.3d 1374 (Fed. Cir. 2006)	3
<i>Douglas Dynamics, LLC v. Buys Products Co.</i> , No. 09-cv-261-bbc, 2010 WL 744253 (W.D. Wis. Mar. 2, 2010)	4, 17
<i>Fintiv, Inc. v. PayPal Holdings, Inc.</i> , 134 F.4th 1377 (Fed. Cir. 2025)	21
<i>InterDigital Commc'ns., LLC v. ITC</i> , 690 F.3d 1318 (Fed. Cir. 2012)	3, 11
<i>IQRIS Techs. LLC v. Huawei Techs. Co</i> 130 F.4th 988 (Fed. Cir. 2025)	8
<i>KCJ Corp. v. Kinetic Concepts, Inc.</i> , 223 F.3d 1351 (Fed. Cir. 2000)	9
<i>Laitram, LLC v. Ashworth Bros.</i> , No. 2022-1044, 2023 WL 3449148 (Fed. Cir. May 15, 2023)	3, 8
<i>Nautilus, Inc. v. Biosig Instruments, Inc.</i> , 572 U.S. 898 (2014)	23
<i>O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.</i> , 521 F.3d 1351 (Fed. Cir. 2008)	1

1	<i>Phillips v. AWH Corp.</i> ,	
2	415 F.3d 1303 (Fed. Cir. 2005)	2
3	<i>Promptu Sys. Corp. v. Comcast Corp.</i> ,	
4	92 F.4th 1372 (Fed. Cir. 2024)	1, 2
5	<i>Retractable Techs., Inc. v. Becton, Dickinson & Co.</i> ,	
6	653 F.3d 1296 (Fed. Cir. 2011)	3, 8
7	<i>Robert Bosch, LLC v. Snap-On Inc.</i> ,	
8	769 F.3d 1094 (Fed. Cir. 2014)	21
9	<i>Summit 6, LLC v. Samsung Elecs. Co., Ltd.</i> ,	
10	802 F.3d 1283 (Fed. Cir. 2015)	2
11	<i>Wenger Mfg., Inc. v. Coating Mach. Sys., Inc.</i> ,	
12	239 F.3d 1225 (Fed. Cir. 2001)	11
13	<i>Williamson v. Citrix Online, LLC</i> ,	
14	792 F.3d 1339 (Fed. Cir. 2015)	10

Statutes

15	35 U.S.C. § 112(d)	8
16	35 U.S.C. § 112(f)	10, 11

1 Plaintiff Harbor Freight Tools USA, Inc. (“HFT”) respectfully submits its
2 response to Champion Power Equipment, Inc. (“Champion”) on claim construction.
3 Champion’s brief fails to account for the constraining effect of the specification,
4 prosecution history, and claim language.

5 As explained in HFT’s opening brief (Dkt. 84), the disputed terms require
6 construction because the parties fundamentally dispute their meaning, *O2 Micro Int’l*
7 *Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1360 (Fed. Cir. 2008), and the
8 terms are each either defined in the patents or narrowed through disclaimer by the
9 patentees. Furthermore, two terms are indefinite. Champion’s repeated invocation of
10 “plain and ordinary meaning” neither erases nor resolves the actual disputes between
11 the parties regarding claim scope. *See O2 Micro*, 521 F.3d at 1360-63.

12 The intrinsic evidence—including Champion’s own prosecution statements—
13 and expert testimony support HFT’s constructions and reflect what Champion’s
14 inventors actually disclosed and claimed during patent prosecution. Respectfully, the
15 Court should construe the disputed terms in line with HFT’s proposals, which give
16 proper consideration to the intrinsic evidence.

17 I. LEGAL STANDARDS

18 Champion misapplies basic claim construction principles in several ways. First,
19 Champion suggests that its repeated invocation of “plain and ordinary meaning”
20 means this Court need not resolve the clear and fundamental dispute between the
21 parties. Dkt. 83, at 3-4. However, the law is clear that “[w]hen the parties present a
22 fundamental dispute regarding the scope of a claim term [not just meaning of the
23 claim], it is the court’s duty to resolve it.” *O2 Micro*, 521 F.3d at 1362. Champion
24 quotes and features *dicta* from the Federal Circuit in *Promptu Sys. Corp. v. Comcast*
25 *Corp.*, 92 F.4th 1372, 1380 (Fed. Cir. 2024) to suggest that not every disputed claim
26 term requires construction. In *Promptu*, however, the Federal Circuit had already
27 rejected the district court’s construction of “back channel,” remanding to consider the
28 intrinsic evidence. *Id.* The Court refused to resolve a separate dispute regarding the

Harbor Freight Tools USA, Inc. et al v. Champion Power Equip., Inc.

IPR2025-01272

1 word “channel” in the disputed claim term, noting that “[w]e leave this dispute to be
2 addressed, if necessary on, remand.” *Id.* It is in this context that the Court’s dicta
3 arises. In *Summit 6, LLC v. Samsung Elecs. Co., Ltd.*, 802 F.3d 1283, 1291 (Fed. Cir.
4 2015), the Federal Circuit noted the disputed term did not have a special meaning and
5 thus the district court resolved the dispute by rejecting the proposed construction. In
6 *ActiveVideo Networks, Inc. v. Verizon Commc’ns, Inc.*, 694 F.3d 1312, 1325-1326
7 (2012), the district court similarly rejected a proposed claim construction of the term
8 “superimposing” by relying on the intrinsic evidence but in doing so, the Federal
9 Circuit noted, it resolved the construction. Here, unlike *Summit 6* and *ActiveVideo*,
10 the claim terms have special meanings defined by the patentee during prosecution or
11 are subject to disclaimers inconsistent with common understanding that require
12 construction.

13 Second, Champion incorrectly argues that “[i]f a claim term has a plain and
14 ordinary meaning, our inquiry ends.” Dkt. 83, at 5 (quoting *BASF Agro B.V. v.*
15 *Makhteshim Agan of N. Am.*, 519 F. App’x 1008, 1015 (Fed. Cir. 2013)). This
16 characterization (and the partial quote from *BASF*) dismisses the importance of
17 intrinsic evidence. The full quote from *BASF* is:

18 We presume that the terms in the claim means what they say. ***We***
19 ***interpret the claim’s words ‘in light of the intrinsic evidence of record,***
20 ***including the written description, the drawings, and the prosecution***
21 ***history.*** If a claim term has a plain and ordinary meaning, our inquiry
ends.

22 *BASF*, 519 F. App’x at 1015 (emphasis added). Thus, although the claims are an
23 important starting point, the Court must construe claim terms in light of the
24 specification and prosecution history as well. *See Phillips v. AWH Corp.*, 415 F.3d
25 1303, 1313 (Fed. Cir. 2005). In fact, the court in *BASF* looked to the specification
26 and the file history to construe the claims consistent with a clear disclaimer of scope
27 by the patentee. *See BASF*, 519 F. App’x at 1016-1017.

1 Third, although the doctrine of claim differentiation is a vehicle for claim
2 construction, it is not a rigid rule and the presumption is “overcome by a contrary
3 construction dictated by the written description or prosecution history.” *Retractable*
4 *Techs., Inc. v. Becton, Dickinson & Co.*, 653 F.3d 1296, 1305 (Fed. Cir. 2011);
5 *Laitram, LLC v. Ashworth Bros.*, No. 2022-1044, 2023 WL 3449148, at *4 (Fed. Cir.
6 May 15, 2023) (“Similarly, our claim differentiation doctrine is not a rigid rule and
7 should not be used to overcome the specification’s description of a term.”). Indeed,
8 the doctrine of claim differentiation “cannot be used to make a claim broader than
9 what is contained in the written description.” *Clearstream Wastewater Sys., Inc. v.*
10 *Hydro-Action, Inc.*, 206 F.3d 1440, 1446 (Fed. Cir. 2000); *see also Curtiss-Wright*
11 *Flow Control Corp. v. Velan, Inc.*, 438 F.3d 1374, 1381 (Fed. Cir. 2006) (rejecting
12 claim differentiation because applying the “presumption in this case” was inconsistent
13 with the “overall context of this invention” and “the specification”). As Champion
14 recognizes, the presumption is strong only in a specific situation—*e.g.*, when “the
15 limitation in dispute is the only meaningful difference between an independent and
16 dependent claim”—which is not present here. *InterDigital Commc’ns., LLC v. ITC*,
17 690 F.3d 1318, 1324-1325 (Fed. Cir. 2012) (citation omitted).

18 **II. DISPUTED TERMS**

19 Champion’s brief not only fails to justify its position of “plain and ordinary
20 meaning” or the alternatives it proposes, but more fundamentally, Champion does not
21 account for the relevant intrinsic evidence, including disclaimers in prosecution and
22 clear statements in the specification that support HFT’s construction.
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A. Individual Terms Requiring Construction

1. “selector switch”

HFT’s Proposed Construction	Champion’s Proposed Construction
“a movable component whose positioning enables subsequent user selection of only one fuel source”	Plain and ordinary meaning or “a device or mechanism for choosing an option or a device or mechanism for making a selection or choice” ¹

Champion’s assertion that “selector switch” should be given its plain and ordinary meaning is contradicted by its own proposed alternative construction, which bears no resemblance to the common understanding of “switch.” *See* Dkt. 84, at 6-9. Champion compounds this contradiction by citing authority that directly supports HFT’s position on the common understanding. *See Douglas Dynamics, LLC v. Buys Products Co.*, No. 09-cv-261-bbc, 2010 WL 744253, at *10 (W.D. Wis. Mar. 2, 2010) (cited at Dkt. 83 at 8). In *Douglas Dynamics*, the court recognized that the common understanding of “switch” means “a device for making and breaking the connection in an electric circuit,” citing the dictionary definition. *Id.*

As previously explained, the “selector switch” described in the ’101, ’667, ’390, and ’896 patents clearly contradicts this ordinary meaning of “switch” because the “selector switch” is neither part of nor controls an electrical circuit. Dkt. 84-3, ¶ 50.

Champion further errs by asserting that “HFT’s proposed construction ... does not find support in the specifications.” Dkt. 83 at 7. The record demonstrates ample specification support. Dkt. 84, at 6-8. Champion simply chooses to ignore it. Indeed, Dr. William Singhose, its technical expert, confirmed during deposition that the specific disclosure cited by HFT (including the figures) supports HFT’s construction:

¹ Champion’s alternative is phrased in its argument as what the plain and ordinary meaning should “include.”

1 Q. Okay. So with respect to the selector switch, the patent describes, with
2 respect to figure five, at column five, line 51, "**the selector switch 30 is**
3 **translatable** in a horizontal motion via a sliding motion within slots 44
4 of the selector plate 28 from the first position 56, figure five, to the
5 second position, 58, figure six, to selectively restrict actuation of the first
6 and second fuel valve handles, 34, 38." First, did I read that correctly?

7 A. Yes.

8 Q. All right. So when this sentence in the patent uses the word
9 translatable in a horizontal motion, what is your understanding of what
10 translatable in a horizontal motion means?

11 A. Well, **translate means to move**.

12 Q. Okay.

13 A. Horizontal generally means side to side if we're all sort of standing
14 upright in a gravity field. So this would basically be something that slides
15 left to right as you're looking at it or operating it.

16 Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 35:10-36:13 (emphasis added)
17 (addressing '101 patent specification and Figs. 5, 6).

18 Q. Okay. All right. And when it says to selectively restrict actuation, so
19 that means selectively restrict movement. Is that right?

20 A. Yeah. In this particular case, you could say it's movement **because**
21 **those valves need to physically move to open and close**. So in this
22 particular embodiment I would say that's a fair assessment of what that
23 means.

24 *Id.*, at 39:12-22 (addressing '101 patent specification and Figs. 5, 6).

25 Q. Okay. So when it says selectively restrict actuation, part of that is
26 whether or not you can even access the handle. Right? **You can't access**
27 **38 if you're in the first position in figure five**. Right?

28 A. That is correct. That's **blocking the user from actuating it**.

Q. Right. And then in figure six, that **second position** for the selector
switch 30 is on the left, so you no longer can access handle 34 in that
position.

A. That's correct. **The user cannot actuate or turn 34**.

Id., at 40:10-24 (addressing '101 patent specification and Figs. 5, 6).

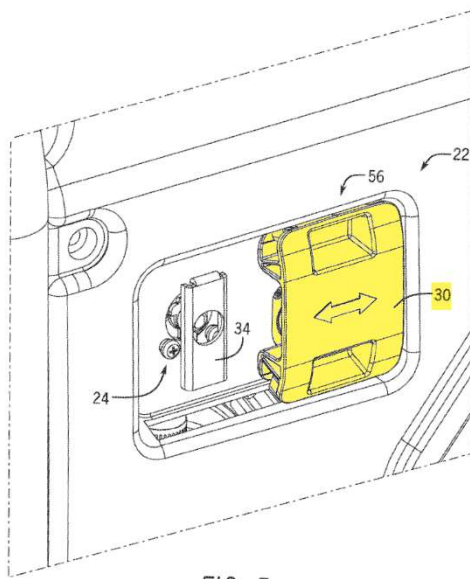


FIG. 5

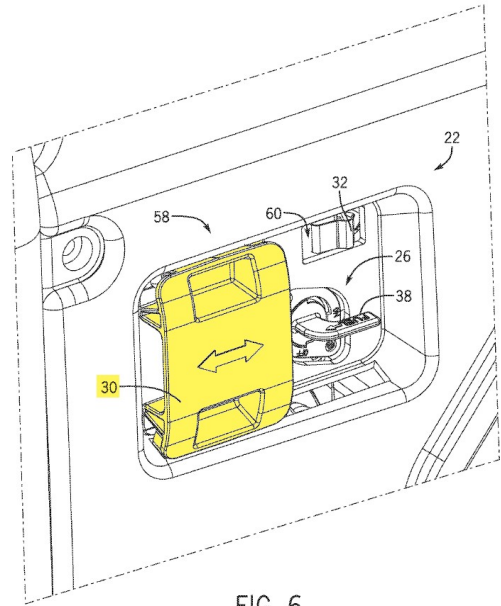


FIG. 6

Furthermore, Champion’s criticism of “a subsequent user selection” is misplaced in that it ignores the nature of the disclosed invention in the patent. Dkt. 83, at 9. Champion argues that “subsequent user selection of only one fuel source” is cumulative in view of other claim language, but it ignores the totality of HFT’s construction, which is not cumulative but rather gives life and meaning to the claim term – a *moveable* component *whose positioning* enables subsequent user selection of *only one fuel source*. The passage that Champion cites from the claim does not address the fact that the component *moves into a position* that enables a subsequent user selection of *only* one fuel source – the basic guiding principle behind the alleged invention of the patent. *See also* Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 41:9-51:21 (describing operation of selector switch 30 from patent).

Champion’s proposal would allow it to cover any generic mechanism that makes a choice, rather than allowing a user to do so, while ignoring the nature of the invention – that only one fuel source can be chosen at a time. Champion’s overbroad alternative proposal allows both the valve—a distinct claim limitation—and electrical circuit switches claimed in separate patents to qualify as a “selector switch.” As shown below, this broad scope is expressly disclaimed in prosecution.

2. “valve assembly”

HFT’s Proposed Construction	Champion’s Proposed Construction
“at least one fuel valve and corresponding valve handle, separate from the selector switch”	Plain and ordinary meaning or “one or more valves arranged together” ²

Champion’s proposed construction for “valve assembly” fails to account for the specific intrinsic evidence supporting HFT’s position. Champion *ignores* highly relevant disclaimers in prosecution, as well as definitional language, in making its arguments; it fails to cite, let alone address, any part of the specification or the prosecution history. Dkt. 83, at 9-12.³ As demonstrated, that evidence dictates HFT’s construction of this term. Dkt. 84, at 9-10.

Champion also relies on Dr. Singhose for the premise that valve assemblies are well known in engineering. Dkt. 83 at 10. Yet Dr. Singhose fails to identify any such assemblies or provide supporting evidence beyond merely discussing what a fuel valve is. He certainly identifies no intrinsic evidence to rebut HFT’s showing for its construction. *See* Dkt. 83-1, ¶¶ 49-58.

In arguing that “separate” in HFT’s construction is inappropriate, Champion contends that it conflicts with claim 17 of the ’101 patent. Dkt. 83 at 10. This argument is misplaced because Champion fundamentally misinterprets both the proposed construction and the word “separate.” During prosecution, Champion consistently described the “valve assembly” as structurally separate and distinct from

² Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

³ Dr. Singhose did not identify any relevant intrinsic evidence in his declaration. *See* Dkt. 83-1, ¶¶ 49-58. During deposition, Dr. Singhose claimed his opinions were based on all intrinsic evidence and that he could raise additional support later—but there is no later opportunity. Ex. K, at 90:9-91:7. Given Dr. Singhose’s work as Champion’s expert in *four* different lawsuits and the *inter partes* reviews involving these same disputed terms, it is unclear why he would ignore clear disclaimers in the intrinsic record that have long been available to him.

1 the “selector switch” in order to distinguish the prior art. *See* Dkt. 84-4, ’101 pat. File
2 History, Appeal Br., at 7-8 (Mar. 8, 2019). HFT’s proposed construction remains
3 faithful to this critical intrinsic evidence, which Champion now asks this Court to
4 ignore.

5 Contrary to its assertion otherwise, Dkt. 83, at 11 (arguing claim differentiation
6 based on ’101 patent claim 10 and ’896 patent claim 29), the claim differentiation
7 doctrine cannot override prosecution disclaimers or the patentee’s own definitions.
8 *See Retractable Techs.*, 653 F.3d at 1305. Regardless, under HFT’s construction, the
9 dependent claims⁴ Champion identifies have a narrower scope than the claims from
10 on which they depend and do not implicate the doctrine. *See, e.g.*, ’101 pat., claim 10
11 (requiring handle “*mechanically coupled* to the first fuel valve and second fuel
12 valve”); ’896 pat., claims 28-29 (adding limitations requiring handle “coupled ... and
13 actuatable between an ON position and an OFF position to selectively actuate the []
14 fuel valve between the open position and closed position”); *Laitram*, No. 2022-1044,
15 2023 WL 3449148, at *4 (declining to apply claim differentiation when there is more
16 than one meaningful difference between claims). Claim differentiation does not apply.

17 Champion’s reliance on *IQRIS Techs. LLC v. Huawei Techs. Co.* is misplaced.
18 There, the court addressed a known term—“pull cord”—and found that the mere
19 presence of the asserted limitation in the preferred embodiment was insufficient to
20 dictate construction. Dkt. 83 at 11-12. *IQRIS* recognizes that “[t]here is a fine line
21 between reading the claims in light of the specification and importing limitations from
22 the specification into the claims” but indicated that terms may be limited if “the
23 patentee ... disavow[ed] its full scope.” 130 F.4th 988, 1003-1004 (Fed. Cir. 2025).
24 Here, the patentee clearly disavowed and defined the scope of “valve assembly” as
25 including a valve handle and being separate from the selector switch in order to
26

27 ⁴ A dependent claim incorporates all the limitations of the claims from which it
28 depends. 35 U.S.C. § 112(d). Dependent claims are narrower than their parent claims
because they include all the limitations of the parent claim plus additional limitations.

distinguish their claims from the prior art. *See* Dkt. 84-4, '101 pat. File History, Appeal Br. at 6-8 (Mar. 8, 2019).

3. “a mechanical fuel valve”

HFT’s Proposed Construction	Champion’s Proposed Construction
“a single mechanical fuel valve”	Plain and ordinary meaning or “a mechanical device that allows control of one or more fuel flows” ⁵

Champion’s argument *ignores* the specific intrinsic evidence supporting HFT’s position. In attempting to recapture disclaimed scope, Champion disregards the clear prosecution disclaimer. Indeed, Dr. Singhose merely relies on extrinsic evidence and fails to even acknowledge the intrinsic evidence. *See* Dkt. 83-1, ¶¶ 49-58. Champion claims that “[n]othing in the claim itself or the specification” supports HFT’s construction. Dkt. 83, at 13. But the prosecution history, a vital part of the intrinsic record, provides a clear disclaimer and definition of the term to be singular. *See* Dkt. 84-5, '780 pat. File History, Amendment/Resp. to Office Action at 12 (Nov. 3, 2017) (distinguishing prior art as it “discloses separate valve for the separate fuel sources ..., but not *a single mechanical fuel valve*”) (emphasis added).⁶

⁵ Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

⁶ The indefinite articles “a” or “an” signify “one” “when the patentee evinces a clear intent to so limit the article” as shown during the prosecution. *KCJ Corp. v. Kinetic Concepts, Inc.*, 223 F.3d 1351, 1356 (Fed. Cir. 2000); *see also Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, 512 F.3d 1338, 1342 (Fed. Cir. 2008) (clarifying that there would be an exception to rule that “a” or “an” means “one or more” when “a patentee [‘evinces] a clear intent’ to limit ‘a’ or ‘an’ to ‘one’”).

4. “fuel lockout apparatus”

HFT’s Proposed Construction	Champion’s Proposed Construction
This term should be construed under 35 U.S.C. § 112(f). <u>Recited Function</u>: “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.” <u>Corresponding Structure</u>: items 58, 61 in Figs. 2, 3, 4A, 4B, and equivalents thereof.	Plain and ordinary meaning or “an apparatus that prevents selection of more than one fuel source”⁷

Champion has failed to establish—indeed, cannot establish—any well-understood plain and ordinary meaning for the term “fuel lockout apparatus.” As a result, there is no legitimate basis to dispute the application of means-plus-function.

Despite asserting this term has “a well-understood plain and ordinary meaning,” Champion resorts to identifying an exemplar structure from the specification corresponding to the claimed functions.⁸ ***This is precisely what triggers means-plus-function treatment.*** See Dkt. 84, at 12-14; *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1351 (Fed. Cir. 2015).

Tellingly, Champion’s own proposed alternative construction—“an apparatus that prevents selection of more than one fuel source”—is purely functional and devoid

⁷ Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

⁸ In fact, Champion identifies the **same** structure that HFT identifies in its means-plus-function construction. Dkt. 83, at 14 (citing 5:37–6:31, which describe items 58 & 61 of FIGS. 2–4B of the ’780 Patent, as examples of “fuel lockout apparatus”).

1 of any structural content. Dr. Singhose’s definition is similarly functional and suffers
2 from the same flaw:

3 ... a POSITA would readily understand a ‘fuel lockout’ for a dual-fuel
4 generator to be *a structure that, at the least, stops one of the fuels from
5 flowing into the generator engine.*

6 Dkt. 83-1, ¶ 71 (emphasis added). Dr. Singhose merely replaces one generic
7 placeholder term (“apparatus”) with another generic placeholder term (“structure”) despite the fact it provides no structural guidance. Thus, the only way to identify the
8 structure that meets the claim would be to resort to the specification.

9 The difference in approach is significant. Under the means-plus-function
10 doctrine, the construction is specific and defined. It provides clarity to a POSITA as
11 to its scope. Champion’s suggestion of “plain and ordinary meaning” or its proposed
12 alternative would allow it to use the claim term like a nose of wax, moldable to suit
13 its purposes irrespective of the scope of the invention. Accordingly, the “fuel lockout
14 apparatus” term should be treated as a means-plus function limitation per Section
15 112(f).

16 Moreover, Champion incorrectly asserts that HFT ignored the recited function
17 of claim 6. Dkt. 83, at 16. However, because claim 6 depends on claim 1, it merely
18 adds a limitation that narrows claim 1.

19 6. The mechanical fuel lockout switch for a dual fuel engine of claim 1,
20 wherein the mechanical fuel valve *and* the fuel lockout apparatus *operate
21 together to ensure* that fuel from the first fuel source and fuel from the
22 second fuel source are not simultaneously delivered to the dual fuel
23 engine.

24 ’780 pat., claim 6 (emphasis added). Under the doctrine of claim differentiation,
25 claim 6 *must* have a narrower scope than claim 1. *InterDigital*, 690 F.3d at 1324-
26 1325. If Champion were correct, claim 1’s “fuel lockout apparatus” would have the
27 same scope as dependent claim 6, violating claim differentiation. *See Wenger Mfg.,
28 Inc. v. Coating Mach. Sys., Inc.*, 239 F.3d 1225, 1234 (Fed. Cir. 2001) (holding “air

1 circulation means” limitation in claim 1 should not be interpreted as requiring
2 structure capable of performing the additional function of recirculation, in dependent
3 claim 3). Claim 6 merely adds the limitation of operating together and does not limit
4 the function of the “fuel lockout apparatus.”

5 Champion argues that HFT’s proposed construction does not take into account
6 independent claim 8. However, HFT clearly relies on the functions in independent
7 claim 8 because the structure in the patent corresponding to the recited functions of
8 claim 8 is the *same structure* identified in HFT’s proposed construction. Claim 8
9 recites functions that are effectively the same as those in claim 1. *Compare* ’780
10 patent, claim 8 (“prevents the second fuel source from coupling to the internal
11 combustion engine” and “permit the second fuel source to couple to the internal
12 combustion engine”) *with* claim 1 (“prevent the second fuel source from coupling to
13 the second fuel line while the mechanical fuel valve is in the first position;” and
14 “permit the second fuel source to couple to the second fuel line while the mechanical
15 fuel valve is in the second position”). The only difference is the fact that the coupling
16 in claim 8 is “to the internal combustion engine” instead of “to the second fuel line”
17 in claim 1. *Id.* But there is no practical difference between these two recitals; the
18 “second fuel line” to which a fuel source is coupled in the patent is a fuel inlet which
19 provides fuel to the engine. *See* ’780 pat, col. 6:35-41; *id.*, Figs. 2 and 3. The
20 additional functions cited by Champion in claim 8 of “communicates the first fuel
21 source to the internal combustion engine” and “interrupts the first fuel source
22 communication with the internal combustion engine” are functions performed by the
23 same structure. *See* ’780 pat., col. 5:39-46; *id.*, 6:45-50. Claim 8 does not prove that
24 HFT’s construction is wrong. Rather, the term “fuel lockout apparatus” as it appears
25 in claim 8 should have the same construction as it appears in claim 1.
26
27
28

5. “from coupling”/“coupling”/“to couple”

HFT’s Proposed Construction	Champion’s Proposed Construction
“from attaching”/ “attaching”/ “to attach”	Plain and ordinary meaning or “two or more components directly or indirectly interacting with each other” ⁹

Champion’s allegation that “coupling” is a “readily understood word that requires no additional construction” rests on an erroneous reading of the intrinsic evidence and ignores a disclaimer it made during prosecution. *See* Dkt. 83, at 17.

Contrary to Champion’s assertion that HFT’s construction “is narrower than the claim term requires,” HFT’s construction finds direct support in the claims, where the disputed terms are used in the context of physical attachment. *See* Dkt. 83, at 17; Dkt. 84, at 15. Champion contends that the ’780 patent at column 5:52-6:32 “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.” Dkt. 83, at 17. This argument fails on its own terms. Every instance of “coupled” within Champion’s cited specification excerpt is entirely consistent with HFT’s construction of a physical attachment. Indeed, the specification expressly states that the “fuel lockout apparatus 58 is ***rigidly coupled*** to the rotating handle.” ’780 pat., col. 6:19-22 (emphasis added). This language clearly denotes physical attachment, not mere “interaction” as proposed by Champion’s alternative.

Champion also relies on Dr. Singhose to assert that “HFT’s proposed construction would completely eliminate fluid coupling when fluid coupling is clearly taught in the specification,” implying that a second fuel source is not physically connected to the generator. Dkt. 83, at 17; Dkt. 83-1, ¶ 82. Yet Dr. Singhose testified regarding Fig. 3:

⁹ Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

1 Q. Right. And you would agree that the hose is coupled to the fuel source
2 in that situation?

3 A. Yes.

4 Q. And you would also agree that the hose would be coupled to the
5 generator in that situation?

6 A. That's correct.

7 Q. And then what you're saying, I think, is that the fuel source is coupled
8 to the generator through the hose because they're all attached to each
9 other?

10 A. Yeah, via the hose. That's how the coupling occurs.

11 Q. Okay. Now, *would it be incorrect to say that the fuel source is*
12 *attached to the generator?*

13 A. *I'm not sure that would be incorrect.* I think it just, you know,
14 wouldn't have the same flavor of meaning as coupled.

15 Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 75:4-76:4. (emphasis added).

16 Figure 3 of the '780 patent is described using the term consistent with HFT's
17 construction: "LPG supply hose 36 is *coupled to* a second fuel line within generator
18 20 to provide LPG to the carburetor to run the engine." '780 pat, col. 3:65-4:17. As
19 can be seen here, Fig. 3 shows hose 36 as part of second fuel source 30.

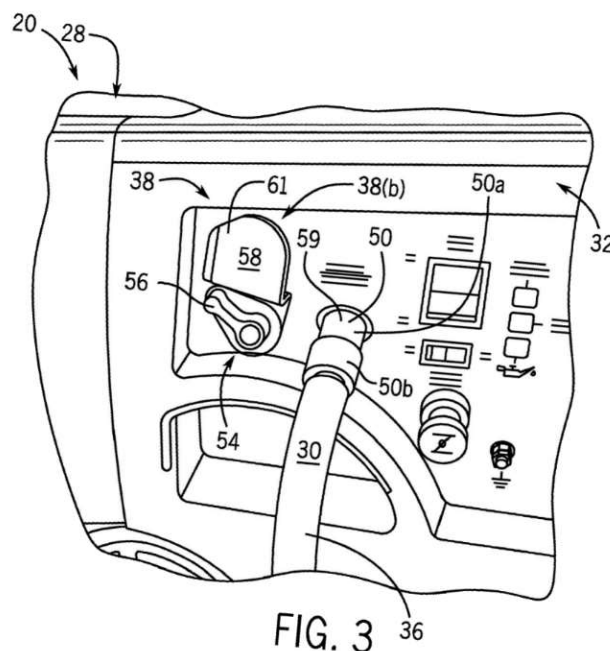


FIG. 3

1 Although the words “coupling” and “attaching” are both used by the patentee,
2 this does not suggest, as Champion argues, that the words have different meanings.
3 Dkt. 83, at 17-18. Champion clearly used “coupling,” as a verb, interchangeably with
4 “attaching.”¹⁰

5 Champion also criticizes HFT for asserting that “coupled to” is indefinite when
6 phrased with a verb, while proposing the construction of “attach” here. But these
7 positions are consistent. Champion argues that a POSITA would understand these
8 terms to refer to “two or more components directly or indirectly interacting with each
9 other.” Dkt. 83, at 17. The use of “coupled to” in ’034 patent, claim 1 with “gaseous
10 cutoff” is indefinite because, assuming “gaseous cutoff” is a structure, the claim fails
11 to recite to which other component it is coupled.

12 Finally, Champion argued during prosecution that “control/operation of these
13 components by a common controller [in prior art] is not a ‘coupling’ as would be
14 understood by one skilled in the art.” Dkt. 84-5, ’780 pat. File History, Resp. to Office
15 Action at 13 (May 15, 2018). By rejecting mere “control/operation” as insufficient
16 for coupling, the patentee established that coupling requires physical attachment
17 rather than remote interaction. This disclaimer clearly conflicts with Champion’s
18 proposed alternative language of “indirectly interacting.”

19 As HFT demonstrated in its opening brief, this term should be construed to
20 mean “attached” or “attaching.”
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28 ¹⁰ The use of “coupling” in claim 5 of the ’780 patent is different; it is a noun rather
than a verb.

6. “communicate”/“communication”

HFT’s Proposed Construction	Champion’s Proposed Construction
“allow fuel flow” / “fuel flow”	Plain and ordinary meaning or “[a] transfer of liquid, gas, or other material” ¹¹

Champion’s argument fundamentally misapprehends the nature of claim construction. As previously demonstrated, HFT’s construction provides a clear understanding of the claim terms grounded in intrinsic evidence. Dkt. 84, at 16-17.

In an attempt to defend its position, Champion arbitrarily substitutes HFT’s construction into the claims and argues the result is grammatically incorrect. This approach fails for multiple reasons. First, as Dr. Singhose acknowledged during deposition, substituting Champion’s own alternative proposal into claim 1 of the ’780 patent produces a phrase that is both grammatically incorrect and nonsensical: “*transfer of liquid, gas, or other material* the first fuel source to the dual fuel engine...” See Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 131:15-132:14.

Second, replacing “communication” in claim 8 of the ’895 patent with Champion’s proposed definition would yield the phrase “when the second fuel source is in *a transfer of liquid, gas or other material* with the dual fuel engine”—a construction that unreasonably broadens the claim scope given that the specification defines the second fuel line as “for gaseous fuel.” ’895 pat., col. 1:60-62.

HFT’s construction does not impose any additional limitations—particularly not the requirement of constant fuel flow that Champion suggests. Dkt. 83, at 18-19 (citing Dkt. 83-1, ¶ 87). Rather, HFT’s construction clarifies for the jury that “communication”/“communicate” refers to fuel flow within the patents.

¹¹ Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

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

HFT’s Proposed Construction	Champion’s Proposed Construction
“a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation”	Plain and ordinary meaning or “a physical structure arranged to allow a fuel selection” ¹²

As noted above, Champion’s own authority suggests the common understanding of the meaning of this term is “a device for making and breaking the connection in an electric circuit.” *Douglas Dynamics*, No. 09-cv-261-bbc, 2010 WL 744253, at *10. Champion’s recital of the “plain and ordinary meaning” to *also* “include[] a physical structure arranged to allow a fuel selection” actually broadens the term beyond the common understanding and the use of the term in the patents, which consistently describe the “switch” that changes the operation of the engine between gaseous fuel and liquid fuel to be an electrical switch that is part of an electrical circuit controlling solenoids and other parts of the circuit. Dkt. 84, at 17-18.

Construction of this term is necessary because the word “switch” appears in different contexts within this action, specifically in the term “selector switch” discussed above. Given the jury in this case will be considering evidence and argument for patents where “selector switch” is used and patents where “switch” is used, construction is required to help avoid confusing the jury. In any event, HFT’s construction is fully consistent with the specification. *Id.* The term should therefore be construed as “a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation.”

¹² Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.”

8. “rotating mechanical valve”

HFT’s Proposed Construction	Champion’s Proposed Construction
“a mechanical valve that actuates in a rotative motion free from linear motion”	Plain and ordinary meaning or “a mechanical device that allows control of one or more fuel flows and includes at least one rotating component” ¹³

Champion’s assertion fails to account for the intrinsic evidence supporting HFT’s construction. Most notably, Champion *ignores* the specification’s express disclaimer describing the benefits of adopting a “rotating mechanical valve” over a “sliding valve.” See Dkt. 83, at 20-21. As demonstrated below, the intrinsic evidence supports—if not compels—HFT’s construction. Dkt. 84, at 19.

Despite this clear intrinsic evidence, Champion argues that “well-known mechanical valves include both rotative and linear motion,” offering a water spigot as an example. Dkt. 83, at 20-21; Dkt. 83-1, ¶ 99. Yet Dr. Singhose himself admits that the rotating valve free of linear motion is the only embodiment disclosed in the patent. Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 98:15-99:5. He also confirmed that the patent distinguishes “sliding valves” from “rotating valves.” As demonstrated below, the specification further confirms that the benefit of the “rotating mechanical valve” free from linear motion is reduced leakage risk.

Manual fuel shutoff 110 actuates in a rotative motion *free from linear motion* in part to ensure fuel will not leak through primary o-ring 196 or secondary o-ring 198. Compared to a sliding valve, a rotating valve, such as manual fuel shutoff 110, *reduces the likelihood that fuel will leak* from carburetor 62.

’145 pat., col. 14:18-23 (emphasis added).

In short, Champion cannot credibly argue for a “plain and ordinary meaning” which would permit linear motion when its own specification expressly limits the

¹³ Champion’s alternative is phrased in their argument as what the plain and ordinary meaning should “include.” Dkt. 83, at 20.

term and when its chosen example epitomizes the very prior art deficiencies the patent seeks to overcome.

9. “pressure regulator”

HFT’s Proposed Construction	Champion’s Proposed Construction
“a device that reduces and controls the pressure of gaseous fuel”	Plain and ordinary meaning or “a device that controls pressure” ¹⁴

Champion’s assertion that this term should be given its plain and ordinary meaning ignores the specific intrinsic evidence supporting HFT’s position.

Champion relies on claim 11 of the ’034 patent to argue that “a POSITA would understand this term to mean a device that controls pressure” and that the “term does not require the pressure to be reduced.” Dkt. 83, at 22; Dkt. 83-1, ¶¶ 104-106. However, the claim recites that the primary pressure regulator “regulate[s] to a reduced pressure,” it also recites that the secondary pressure regulator “regulate[s] fuel supplied from the primary pressure regulator to a desired pressure for delivery through the gaseous fuel line to operate the engine.” ’034 pat., claim 11; *see also id.*, col. 4:42-45. Rather than suggesting HFT’s construction is superfluous, it shows that it is necessarily dictated by the specification. Dkt. 84, at 20-21. Every reference to pressure regulator in the specifications confirms both the primary and secondary pressure regulators “reduce and control the pressure of the fuel from pressurized fuel container” for gaseous fuel delivery. *See* ’034 pat., col. 4:7-25; *id.*, col. 4:26-49 (“Secondary pressure regulator 66 regulates fuel received from primary pressure regulator 64 and further reduces the pressure of the fuel to a level required for operation of generator 30.”); *see also* ’780 pat., col. 4:18-60.

Champion argues that “HFT’s construction would allow it to avoid infringement if the pressure upstream of the regulator does not necessarily have to be reduced.” Dkt. 83, at 22. This argument exposes Champion’s true objective:

¹⁴ Champion’s alternative is included in their argument as to what the plain and ordinary meaning should “include.” Dkt. 83, at 22.

improperly expanding the claim scope beyond what the specification discloses, solely to ensnare more potential infringers. Champion cannot manufacture infringement by disregarding the specification’s plain teachings regarding pressure regulators— “pressure regulators ... reduce and control the pressure of the fuel.” ’034 pat. col. 4:9-13; ’780 pat., col. 4:20-24. Moreover, claim construction is a matter of construing the claims of the patent based on intrinsic evidence, not tailoring claim scope to achieve desired infringement outcomes.

10. “integral components of”

HFT’s Proposed Construction	Champion’s Proposed Construction
“included as a part of”	Plain and ordinary meaning

Champion’s insistence on “plain and ordinary meaning” for “integral components of,” while failing to articulate what that plain and ordinary meaning actually is, provides no guidance to the jury for understanding this term in its technical context.

Despite asserting that “[a] POSITA would understand this term in light of the intrinsic record,” Champion cites no intrinsic evidence whatsoever. Dkt. 83, at 23. Instead, Champion relies solely on Dr. Singhose’s declaration, which merely parrots Champion’s conclusory assertion without providing expert testimony of how a POSITA would actually understand the term. *Id.*; Dkt. 83-1, ¶ 109. Without expert analysis or reference to the intrinsic reference, Dr. Singhose’s declaration provides no support for this claim.

Critically, Champion effectively concedes that HFT’s construction is correct when it dismisses the proposed construction as “merely swapping words.” Dkt. 83, at 23. Similarly, Dr. Singhose attempts to denigrate HFT’s construction as “a substitution of one set of words for another set of words that has a similar meaning” but he fails to identify intrinsic evidence suggesting HFT’s construction is incorrect. Dkt. 83-1, ¶ 110. Yet Champion opposes even this modest clarification. This opposition epitomizes Champion’s obstructionist approach to claim construction.

1 reflexively opposing reasonable clarifications that would assist the jury in
2 understanding the patented technology.

3 **B. Indefinite Terms**

4 **1. “gaseous cutoff”**

5 Champion argues that “[g]aseous cutoff” needs no construction and should be
6 accorded its plain and ordinary meaning.” Dkt. 83, at 23. Champion then identifies
7 this supposed plain and ordinary meaning as “a device that allows control of gaseous
8 fuel flow, *e.g.* to ‘open and close a gaseous fuel source to the engine.’” *Id.*
9 Champion’s own definition confirms that the term “gaseous cutoff” is indefinite.

10 Patent law deems terms that are purely functional and lack any corresponding
11 structure identified in the specification to be indefinite. *See Fintiv, Inc. v. PayPal*
12 *Holdings, Inc.*, 134 F.4th 1377, 1384–85 (Fed. Cir. 2025) (affirming that limitations
13 reciting “a payment handler service” that was “operable to” perform a function, and
14 a “payment handler” “configured to” perform another function were means-plus-
15 function limitations and indefinite for lack of corresponding structure where “the
16 specifications of the asserted patents do not disclose any algorithm to perform the
17 recited function”). Champion’s proposed definition— “[a] device that allows control
18 of gaseous fuel flow, *e.g.* ‘to open and close a gaseous fuel source to the engine’”—
19 is precisely such a purely functional expression. “Device” is a generic placeholder
20 term that connotes no inherent structure. *Robert Bosch, LLC v. Snap-On Inc.*, 769
21 F.3d 1094, 1099 (Fed. Cir. 2014) (finding “the word ‘device’ to be a non-structural,
22 ‘nonce’ word [a]nd the other words do nothing more than identify function for the
23 ‘device’ to perform.”). The remainder of Champion’s definition merely describes
24 what the device does: “allow[] control of gaseous fuel flow, *e.g.* to ‘open and close a
25 gaseous fuel source to the engine.’”¹⁵

26
27 ¹⁵ The identified function of the gaseous cutoff raises an additional question of
28 indefiniteness, as it is unclear what it means “to open and close a gaseous fuel source
to the engine.”

1 Dr. Singhose's deposition testimony confirms this functional characterization.
2 When asked what a "gaseous cutoff" is, he could only describe what it does, not what
3 it is.

4 Q. Okay. All right. So please describe what a gaseous cut-off is.

5 A. Sure. A gaseous cut-off is a structure that can be moved into the flow
6 of a gas, and basically create virtually an airtight seal so that the gas can't
7 keep flowing in the direction it was going. And then, you know,
8 correspondingly, you can move the structure back out to allow it to move
again. It's basically talking about a structure that can temporarily block
the flow of gas and then be opened back up to allow the flow of gas again.

9 Ex. K, Singhose Dep. Tr., Sept. 11, 2025, at 136:15-137:5. He admitted that he cannot
10 identify any specific structure associated with the term.

11 Q. Is there anything else you want to add to that structurally in terms of
12 what a person of ordinary skill in the art would understand a gaseous cut-
13 off to be?

14 A. Well, I think for the general meaning, that would be it.

15 *Id.*, at 137:6-11. Dr. Singhose further confirmed that "gaseous cutoff" does not appear
16 anywhere in the specification by itself—only in combination with "solenoid."

17 Q. Okay. So let me just ask you this to keep this moving forward. So
18 when you search for gaseous cut-off in the text of the patent -- 3 right? -
19 - just the words gaseous cut-off together, a number of results come back.
Is that right?

20 A. Yes.

21 Q. Okay. And what I see is six results that are not in the claims. In other
22 words, two results on page one, two results on page seven, and two results
23 on page 12. But every single one of those six results shows the word
gaseous cut-off with the word solenoid afterwards. Is that right?

24 A. Let's see. Gaseous cut-off solenoid couple. That's the first one.
25 Gaseous solenoid to switch is the second. A gaseous solenoid coupled to
26 is the third. A gaseous cut-off solenoid to switch is the fourth. A gaseous
solenoid 50 coupled to is the fifth, and a gaseous cur-off solenoid to
switch is the number six one.

27 *Id.*, at 138:23-139:23.

1 The deliberate decision to amend the claims to recite “gaseous cutoff” instead of
2 “gaseous cutoff solenoid” shows that the patentee understood the two terms to be
3 distinct.

4 The claims recite “gaseous cutoff coupled to open and close a gaseous fuel
5 source to the engine,” but neither the specification nor the prosecution history
6 identifies what structure constitutes a “gaseous cutoff.” Dkt. 84, at 22-24. While the
7 specification discloses numerous fuel control components—including cutoff
8 solenoids, fuel valves, pressure regulators, and inlet covers—it never uses the term
9 “gaseous cutoff” to identify any specific structure. The complete absence of “gaseous
10 cutoff” from the specification, combined with the claims’ structural ambiguity
11 regarding this component, demonstrates that the term fails to provide the reasonable
12 certainty required under *Nautilus, Inc. v. Biosig Instruments, Inc.*, 572 U.S. 898, 901
13 (2014).¹⁶

14 2. “coupled to [verb]”

15 Champion contends that claim terms containing “coupled to [verb]” should be
16 given their plain and ordinary meaning, yet cannot—and does not—articulate what
17 that plain and ordinary meaning of coupling a component to an action (rather than to
18 another component as would be commonly understood). Instead, Champion offers
19 three unsuccessful attempts to demonstrate that these claim terms are not indefinite.

20 First, Champion argues that the construction of the term “coupling”/“to couple”
21 demonstrates that a POSITA would understand the meaning of “coupled to [verb].”
22 This argument fails because the patents discussed in that section belong to a different
23 patent family, and neither party’s proposed construction there would resolve the
24 indefiniteness of “gaseous cutoff coupled to open and close a gaseous fuel source to
25

26 ¹⁶ Champion further asserts that HFT waived reliance on any expert testimony for
27 its indefiniteness argument. Dkt. 83 at 23. This meritless contention fails because
28 HFT provided timely notice to Champion that it would rely on expert testimony on
the term “gaseous cutoff.” Dkt. 83-2; Ex. L

1 the engine.” Both constructions require coupling between two components, whereas
2 this disputed claim term does not describe a second component.

3 Second, Champion seeks support in the ’034 patent’s Abstract, which states
4 “[t]he multi-fuel engine also includes a liquid cutoff solenoid coupled to open and
5 close a liquid fuel path to the engine.” This Abstract language is equally nonsensical
6 and provides no guidance to a POSITA as to the meaning. Recognizing this
7 deficiency, Champion improperly rewrites the Abstract, arguing that “a POSITA
8 would know a liquid cutoff solenoid would need to be arranged on the liquid fuel path
9 in order to perform the action of cutting off liquid fuel flow.” Dkt. 83, at 25.
10 Champion cites no authority permitting such rewriting of the specification, nor any
11 evidence supporting its assertion about how a POSITA would interpret the Abstract.
12 *See id.* Moreover, Champion’s rewriting is contradicted by the analogous language
13 in claim 1 of the ’034 patent: “a liquid cutoff solenoid coupled to the carburetor to
14 open and close a liquid fuel path to the engine downstream from the float bowl.” This
15 claim language again uses “coupled to [verb]” to indicate coupling between two
16 structures—inconsistent with the disputed claim term requiring coupling between a
17 structure and an action.

18 Finally, Champion points to the ’970 patent specification¹⁷—yet another patent
19 from a different family—which discloses “[i]n accordance with yet another aspect of
20 the invention, a dual fuel generator includes an alternator and a dual fuel engine
21 coupled to drive the alternator....” Dkt. 83, at 25. This statement provides no
22 assistance in interpreting the disputed claim term. Once again, Champion improperly
23 rewrites the specification without legal authority or supporting evidence, arguing that
24 the engine must be “arranged in such a way that running the engine could result in the
25 driving of the alternator.” Even accepting this unauthorized rewriting, the statement
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27

28 ¹⁷ The ’970 patent shares a specification with the ’780 patent. Champion - EX2111, Page 28 of 32
Harbor Freight Tools USA, Inc. et al v. Champion Power Equip., Inc.
IPR2025-01272

1 still describes coupling between two structures—not between a structure and an action
2 as required by the disputed claim term.

3 Overall, Champion not only failed to present a comprehensible construction for
4 the term “gaseous cutoff coupled to open and close a gaseous fuel source to the
5 engine,” they even failed to identify any evidence that would guide a POSITA in
6 formulating one, confirming that this term is indefinite.

7 **III. CONCLUSION**

8 For the foregoing reasons, HFT respectfully requests that the Court adopt
9 HFT’s proposed constructions.

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1 DATED: September 16, 2025

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Harbor Freight Tools USA, Inc., certifies that this brief contains 7230 words, which complies with the word limit set by the parties' joint stipulation filed on September 5, 2025.

DATED: September 16, 2025

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CERTIFICATE OF SERVICE

I, David M. Grable, hereby certify that on this September 16, 2025, a copy of foregoing **Plaintiff Harbor Freight Tools USA, Inc.’s Responsive Claim Construction Brief** was served via email on all attorneys of record.

/s/ David M. Grable

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