

1 QUINN EMANUEL URQUHART &
2 SULLIVAN, LLP
3 David M. Grable (SBN 237765)
4 davegrable@quinnemanuel.com
5 Lauren Lindsay (SBN 280516)
6 laurenlindsay@quinnemanuel.com
7 865 South Figueroa Street, 10th Floor
8 Los Angeles, California 90017-2543
9 Telephone: (213) 443-3000
10 Facsimile: (213) 443-3100

11 QUINN EMANUEL URQUHART &
12 SULLIVAN, LLP
13 Eric Huang (*pro hac vice*)
14 erichuang@quinnemanuel.com
15 Jason Williams (*pro hac vice*)
16 jasonwilliams@quinnemanuel.com
17 295 5th Avenue
18 New York, NY 10016-7103
19 Telephone: (212) 849-7000
20 Facsimile: (212) 849-7100

21 *Attorneys for Plaintiff*
22 *Harbor Freight Tools USA, Inc.*

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 OPENING
CLAIM CONSTRUCTION BRIEF**

Hearing Date: September 30, 2025

Time: 9:30 a.m.

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1 **I. INTRODUCTION**

2 Plaintiff Harbor Freight Tools USA, Inc. (“HFT”) respectfully submits this
3 opening claim construction brief to assist the Court in determining the meaning of
4 twelve disputed claim terms in the patents at issue. This case is about trivial features
5 for multi-fuel generators that Defendant Champion Power Equipment, Inc.
6 (“Champion”) purports to have invented. At the appropriate time, HFT will
7 demonstrate that Champion’s patents are invalid and, even if valid, HFT did not
8 infringe. To reach those arguments, disputed claims in the patents must be construed.

9 Claim construction is a question of law, and the Court is required to resolve
10 disputes regarding claim term construction. *O2 Micro Int’l Ltd. v. Beyond Innovation*
11 *Tech. Co.*, 521 F.3d 1351, 1360-63 (Fed. Cir. 2008). “Intrinsic evidence” is the most
12 important tool for construing disputed claims. *Phillips v. AWH Corp.*, 415 F.3d 1303,
13 1315-19 (Fed. Cir. 2005) (*en banc*). Intrinsic evidence includes the patent claim
14 language itself, the patent “specification” (the patent’s text and drawings), and the
15 statements made during patent prosecution.

16 As demonstrated below, HFT’s proposed constructions align with the intrinsic
17 evidence and give the terms their proper meaning. Champion, on the other hand, has
18 repeatedly invoked the empty term “plain and ordinary meaning” in an attempt to
19 dramatically expand the scope of the claims. For the reasons set forth below and as
20 will be demonstrated at the hearing, HFT’s constructions should be adopted.

21 **II. TECHNICAL BACKGROUND**

22 **A. Patent Subject Matter**

23 The patents-in-suit¹ disclose as their subject matter generators that can use
24 more than one fuel type, e.g., gasoline and propane.² Generators contain an internal
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26 ¹ The patents-in-suit are referred to herein using the patent number’s last three digits.
27 The full patent numbers are reflected in Exhibit A.

28 ² Propane is a gaseous fuel used to fuel grills and appliances. It is stored as a liquid
in pressurized containers and is also called LPG (liquefied petroleum gas).

1 combustion engine to use fuel to create electricity when power is unavailable. The
2 internal combustion engine in the generator burns compressed air and fuel in
3 cylinders, creating explosions that drive pistons up and down. This motion turns a
4 crankshaft, which spins an alternator. The alternator uses spinning magnets near wire
5 coils to convert the mechanical rotation into electrical current.

6 To be clear, Champion did not invent multi-fuel engines or generators. Multi-
7 fuel engines have been used for a century, with manufacturers offering gasoline and
8 propane compatibility in engines since the early 1900s.³ Multi-fuel generators use
9 well understood concepts, known and refined over a century of engineering
10 improvements across multiple industries. In multi-fuel generators, one fuel is used at
11 a time, and users can choose a different fuel by actuating valves.

12 A challenge that multi-fuel systems face is avoiding simultaneous use of more
13 than one fuel source, which can result in inefficient combustion or equipment damage.
14 This challenge was widely recognized for decades before the Champion patents, and
15 several other developers created conventional mechanical and electrical solutions to
16 avoid simultaneous delivery of different fuel sources to a generator. It is in this well-
17 tread area that Champion's purported inventions sit.

18 **B. The Patents-In-Suit**

19 There are four sets of "related"⁴ patents among the patents-in-suit:

- 20 • 2013 Family: '101, '667, '390, and '896 patents share a specification, each
21 claiming priority to 2013. This family discloses a sliding barrier to prevent
22 access to more than one valve handle at a time.

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25 ³ *E.g.*, U.S. Patent No. 1,931,698 ("Holzapfel"), issued October 24, 1933.

26 ⁴ "Priority" refers to the filing date used to identify prior art that may invalidate the
27 patent. When patentees file certain types of "continuing" applications, they can claim
28 priority back to an earlier "parent" application, meaning multiple patents may share
the same specification text and priority date. These "related" patents often share
common priority dates and specifications and are sometimes grouped as a "family."

- 1 • June 2015 Family: '780, '654, '985, '970, and '895 patents share a
2 specification, each claiming priority to June 2015. This family discloses a
3 flange used to prevent connection to a second fuel inlet when the flange is
4 positioned with a valve that allows a first fuel to flow.
- 5 • October 2015 Family: '398 and '145 patents share a specification, with
6 information added to the June 2015 Family specification. This Family
7 discloses a valve to stop liquid fuel flow in the carburetor; and
- 8 • October 2016 Family: '034 and '120 patents share a specification, which added
9 more detail to the '398 specification. This Family discloses a circuit used to
10 control the valve in the carburetor.

11 Although the patents-in-suit purport to solve multi-fuel system problems, they
12 use well-known fuel system components—valves, pressure regulators, electrical
13 switches, and physical barriers—in conventional arrangements to prevent
14 simultaneous fuel delivery. These are existing engineering solutions to ensure only
15 one fuel source operates at a time that would naturally occur (and had occurred) to
16 engineers familiar with standard fuel system design principles.

17 **III. LEGAL STANDARDS**

18 Claim construction is a question of law. *Intel Corp. v. Qualcomm Inc.*, 21 F.4th
19 801, 808 (Fed. Cir. 2021). “[T]he claims of a patent define the invention to which the
20 patentee is entitled the right to exclude.” *Phillips*, 415 F.3d at 1312. Claim terms are
21 generally given “the meaning that the term would have to a person of ordinary skill
22 in the art [“POSITA”] in question at the time of the invention, i.e., as of the effective
23 filing date” and considering all intrinsic evidence. *Id.* at 1312–13. In performing
24 claim construction, courts consider intrinsic and extrinsic evidence. *Id.* at 1317.

25 **A. Intrinsic Evidence**

26 Intrinsic evidence includes the patent’s claims, specification, and prosecution
27 history. *Continental Circuits LLC v. Intel Corp.*, 915 F.3d 788, 795 (Fed. Cir. 2019);
28 *Grace Instrument Indus., LLC v. Chandler Instruments Co., LLC*, 57 F.4th 1001, 1008

1 (Fed. Cir. 2023). From this list of sources, “the claims themselves provide substantial
2 guidance as to the meaning of particular claim terms.” *Phillips*, 415 F.3d at 1314.
3 However, the claims “do not stand alone,” but are part of “‘a fully integrated written
4 instrument,’ consisting principally of a specification that concludes with the claims[,
5 and therefore] ‘must be read in view of the specification, of which they are a part.’”
6 *Id.* at 1315 (quoting *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 978-79
7 (Fed. Cir. 1995)). “[T]he specification ‘is always highly relevant to the claim
8 construction analysis. Usually, it is dispositive; it is the single best guide to the
9 meaning of a disputed term.’” *Id.* (citation omitted).

10 The Federal Circuit “has recognized that ‘the specification may reveal a special
11 definition given to a claim term by the patentee that differs from the meaning it would
12 otherwise possess.’ [] When the patentee acts as its own lexicographer, that definition
13 governs.” *Continental Circuits*, 915 F.3d at 796. “[T]he definition in the specification
14 controls the meaning . . . regardless of any potential conflict with the term’s ordinary
15 meaning as reflected in technical dictionaries.” *3M Innovative Properties Co. v.*
16 *Avery Dennison Corp.*, 350 F.3d 1365, 1374 (Fed. Cir. 2003); *see also AIA Eng’g.*
17 *Ltd. v. Magotteaux Int’l. SIA*, 657 F.3d 1264, 1276–79 (Fed. Cir. 2011) (noting
18 “patentee acted as his own lexicographer” despite contrary ordinary meaning).

19 The Federal Circuit has also recognized that “the specification may reveal an
20 intentional disclaimer, or disavowal, of claim scope.” *Phillips*, 415 F.3d at 1316. In
21 other words, the patentee has expressly narrowed the scope of a claim term. “In those
22 situations, it is again the inventor’s disavowal that is dispositive of the claim
23 construction.” *Continental Circuits*, 915 F.3d at 797. Likewise, “the prosecution
24 history can often inform the meaning of the claim language by demonstrating how the
25 inventor understood the invention and whether the inventor limited the invention in

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1 the course of prosecution, making the claim scope narrower than it would otherwise
2 be.” *Phillips*, 415 F.3d at 1317.⁵

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

6 **B. Extrinsic Evidence**

7 Although the Federal Circuit has emphasized the importance of intrinsic
8 evidence in claim construction, it has also authorized reliance on extrinsic evidence,
9 which “consists of all evidence external to the patent and prosecution history,
10 including expert and inventor testimony, dictionaries, and learned treatises.” *Phillips*,
11 415 F.3d at 1317. However, while extrinsic evidence “can shed useful light on the
12 relevant art,” it is “less significant than the intrinsic record” in determining “the
13 legally operative meaning of disputed claim language.” *Id.* (quoting *C.R. Bard, Inc.*
14 *v. U.S. Surgical Corp.*, 388 F.3d 858, 862 (Fed. Cir. 2004)).

15 Moreover, extrinsic evidence cannot be used to contradict the intrinsic evidence
16 or support a claim construction that conflicts with intrinsic evidence. *Grace*
17 *Instrument*, 57 F.4th at 1010 (district court erred in relying on extrinsic evidence—
18 dictionary definitions—that contradicted intrinsic record). Thus, while extrinsic
19 evidence may supplement the intrinsic evidence, it cannot override clear teachings
20 from the specification, claims, or prosecution history.

21 **IV. DISPUTED TERMS**

22 For each disputed term, Champion seeks to construe it with the hollow phrase
23 “plain and ordinary meaning,” but that is not appropriate here, as explained below.
24 The disputed terms fall into four categories: (1) terms where Champion has acted as

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26 ⁵ A patent applicant often narrows a claim scope during prosecution to avoid prior
27 art and get the patent approved. Patent owners sometimes then try to broaden the
28 claim scope in claim construction—as Champion is doing here—to cause their patents
to cover more ground than was actually approved or intended during patent
prosecution.

1 its own lexicographer, providing a different definition from the term’s ordinary
2 meaning, (2) terms subject to prosecution disclaimers that limit their scope, (3) a term
3 that should be construed as a means-plus-function limitation, and (4) terms that are
4 indefinite.

5 **A. Individual Terms Requiring Construction**

6 **1. “selector switch”⁶**

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”

12 The term “selector switch” requires construction because within the patent,
13 Champion defined the term differently from the common understanding of “switch.”
14 *See Phillips*, 415 F.3d at 1317-19. A “switch” ordinarily refers to “[a] mechanical
15 device for opening and closing an electric circuit.”⁷ However, the specification uses
16 “selector switch” to describe something different—a mechanical sliding barrier that
17 physically blocks access to valve handles rather than making or breaking electrical
18 connections. Indeed, even Champion’s alternative construction is inconsistent with
19 the ordinary meaning; however, Champion proposes a construction contrary to the
20 intrinsic evidence.

21 Most of the asserted claims of the ’101 family require “a selector switch
22 positioned on the valve assembly to allow a user to manually select one of the first
23 fuel flow and the second fuel flow.” The claim language makes clear that the “selector
24 switch” is distinct from and “positioned on” the valve assembly. The specification
25 states that “the fuel selector 22 not only provides for selection of a desired fuel source
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27 ⁶ This term appears in the asserted claims of the ’101, ’667, ’390, ’896 patents.

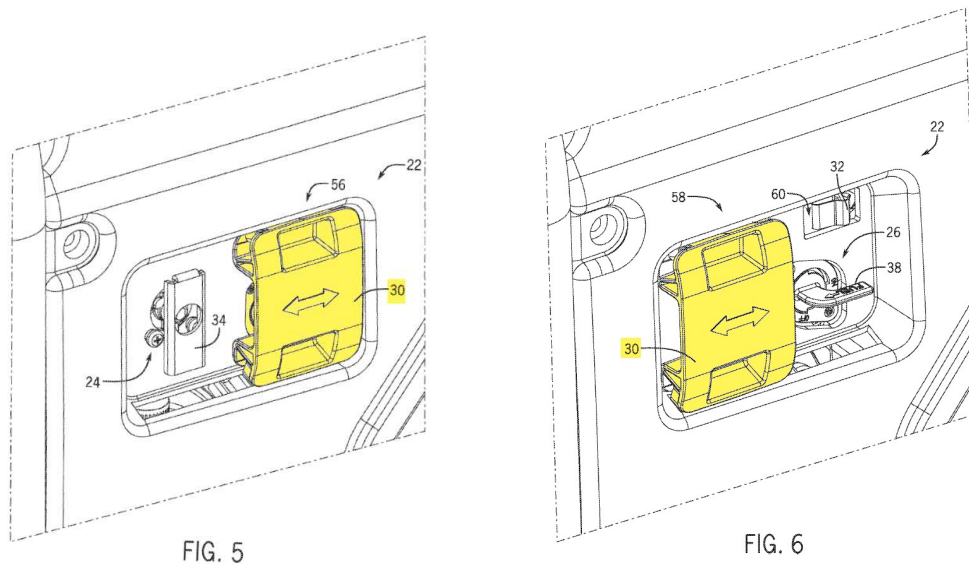
28 ⁷ Ex. G, *Switch*, (c), G.H.F. Naylor, *DICTIONARY OF MECHANICAL ENGINEERING* 385 (rev. ed. 2006).

1 18, 20 for supplying fuel to engine 12, but also selectively restricts the selection of a
2 fuel source so as to enable the use of only one fuel at a time.” ’101 pat., col. 3:63-67;
3 *see also id.*, col. 4:4-9 (discussing Figs. 3-6). The specification expressly recites the
4 “selector switch” as a term referring to a sliding component that does not actually
5 “select” but rather permits (or prevents) a subsequent selection.

6 The specification further states:

- 7 • “the selector switch 30 can be slideably coupled to the selector plate 28—
8 with the selector switch 30 being *translatable in a linear fashion* by way
9 of its mating with the slots 44.” ’101 pat., col. 5:18-21 (emphasis added).
- 10 • “The selector switch 30 is translatable in a horizontal motion . . . to
11 selectively *restrict actuation* of the first and second fuel valve handles
12 34, 38.” *Id.*, col. 5:51-55 (emphasis added).
- 13 • “The interaction of the selector switch 30 with the first and second valve
14 assemblies 24, 26—with selector switch 30 sliding back and forth to
15 selectively cover/engage first and second valve assemblies 24, 26—
16 *prohibits both valve assemblies from being in the ‘ON’ position at the*
17 *same time.*” *Id.*, col. 6:66-7:4 (emphasis added).

The '101 patent figures (annotated below) show this sliding component:



This usage is different than an electrical switch used to open and close a circuit. By defining “selector switch” as a structural block “translatable in a linear fashion” “restricting actuation” and “prohibit[ing] both valve assemblies from being in the ‘ON’ position at the same time,” Champion “clearly set forth a definition of the disputed claim term other than its plain and ordinary meaning.” *Thorner v. Sony Computer Entm’t Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012). Where a patentee defines a claim term, the patentee’s definition governs, even if contrary to the conventional meaning. *Honeywell Int’l, Inc. v. Universal Avionics Sys. Corp.*, 493 F.3d 1358, 1361 (Fed. Cir. 2007). Having clearly defined “selector switch” in the patent, Champion cannot now claim the benefits of a plain meaning interpretation or propose an alternative construction that ignores its definition at the time the patent was issued.

Dr. Gregory Shaver, HFT’s expert and a professor of Mechanical Engineering at Purdue University, confirms that “selector switch” would have been understood by a POSITA not to have its ordinary meaning but rather to refer to a movable component

1 whose positioning enables subsequent user selection of only one fuel source, such as
2 a barrier shown as item 30 in the patent figures. *See* Ex. B, Shaver Decl. ¶¶ 39-51.

3 Champion’s proposed construction fails for three reasons. First, its alternative
4 construction—“a device or mechanism for **choosing** an option and a device or
5 mechanism for **making a selection or choice**”—conflicts with the common
6 understanding of “switch,” which Champion effectively concedes cannot apply here.
7 Second, to the extent Champion’s alternative covers a mechanism that actuates a
8 valve, it is inconsistent with the intrinsic evidence, which defines the “selector switch”
9 as a component that blocks or permits valve access *rather than* makes selections by
10 actuating a valve. Third, Champion’s construction seeks to broaden the claimed
11 invention beyond what was disclosed. Specifically, Champion’s proposal
12 encompasses any device that performs the function of “choosing” or “making a
13 selection,” extending well beyond the use of “selector switch” in the patent. *See*
14 *Phillips*, 415 F.3d at 1315-16. Champion cannot point to anything in the specification
15 that supports its current construction.

16 **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”

21 The term “valve assembly” requires construction because, during prosecution,
22 Champion defined “valve assembly” to require both a valve and corresponding handle
23 as integrated structural elements, and confirmed that the valve assembly must be
24 separate and distinct from the selector switch. Champion’s proposed construction
25 fails to capture these specific limitations established during prosecution. *See Phillips*,
26 415 F.3d at 1317.

27 Claim 1 of the ’101 patent is exemplary and recites a fuel selector comprising:
28 a **valve assembly** ...; and

1 a **selector switch** positioned on the valve assembly to allow a user to
2 manually select one of the first fuel flow and the second fuel flow

3 The claim language makes clear that the valve assembly is distinct from the
4 “selector switch.” *See, e.g.*, ’101 pat., claims 1, 17; ’896 pat., claim 30.

5 The specification establishes that the term requires **both** valve and handle
6 components as integrated structural elements: “First valve assembly 24 **includes a**
7 **first fuel valve handle 34** that is operatively connected to a first fuel valve 36 to
8 control an opening and closing of the first fuel valve. Similarly, second valve
9 assembly 26 **includes a second fuel valve handle 38** that is operatively connected to
10 a second fuel valve 40 to control an opening and closing of the second fuel valve.”
11 ’101 pat., col. 4:24-30 (emphasis added); *see also id.*, col. 4:49-58. During
12 prosecution, to distinguish their claim from prior art, Champion confirmed that the
13 “claimed ‘valve assembly’” is described with handles. Ex. C, ’101 pat. File History,
14 Appeal Brief (March 8, 2019), p. 6-8; *see also* ’101 pat., col. 4:24-30. Champion also
15 clarified that “claim 1 distinctly calls for a valve assembly and a selector switch as
16 two separate and distinct elements/structures -with claim 1 clearly and separately
17 defining relationship therebetween. These elements should not be confused with one
18 another, as the Examiner has attempted to do.” Ex. C, ’101 pat. File History, Appeal
19 Brief (March 8, 2019), p. 7-8. Thus, Champion clearly narrowed the definition of
20 “valve assembly” to require a handle and be separate from the selector switch. *See*
21 *Advanced Fiber Techs. (AFT) Tr. v. J & L Fiber Servs., Inc.*, 674 F.3d 1365, 1376
22 (Fed. Cir. 2012).

23 Accepting Champion’s broader construction would permit valves without
24 handles to be covered, which would improperly allow it to recapture scope
25 surrendered during prosecution. *See id.*

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”

The term “a mechanical fuel valve” requires construction because Champion narrowed the meaning to refer to a “single” valve during prosecution, creating a prosecution disclaimer that limits the claim’s scope. *See Phillips*, 415 F.3d at 1317.

Claim 1 of the ’780 patent requires “a mechanical fuel valve actuateable between a first position and a second position to selectively control fuel flow to the dual fuel engine from a first fuel source through a first fuel line and a second fuel source through a second fuel line.” The claims consistently refer to “a mechanical fuel valve” in singular form throughout the patent family. The specification reinforces this single valve construction, showing that the mechanical fuel valve 54 operates as a single valve controlling multiple fuel sources:

Mechanical fuel lockout switch 38, FIG. 2, includes mechanical fuel valve 54 actuateable between first position 38(a) as shown in FIG. 2 and second position 38(b) as shown in FIG. 3 to selectively control fuel flow to the dual fuel engine from first fuel source 28 through a first fuel line and second fuel source 30 through a second fuel line 36.

’780 pat., col. 5:31-5:36, Fig. 2; *see also* col. 7:45-50.

Champion confirmed the narrow meaning of this term during prosecution, *Phillips*, 415 F.3d at 1317, by distinguishing prior art from the claim:

[Prior art] discloses separate valves for the separate fuel sources – LPG fuel valve (A) and gas fuel valve (B), *see Champion*, p. 14, **but not a single mechanical fuel valve** that actuates between a first position and a second position to selectively control fuel flow

Ex. D, ’780 pat. File History, Applicant Arguments/Remarks Made in an Amendment (November 3, 2017), p. 12 (emphasis added).

Champion unmistakably surrendered during prosecution any interpretation of “a mechanical fuel valve” that includes more than one valve. *See Advanced Fiber Techs.*, 674 F.3d at 1376. Champion’s proposed construction directly contradicts the prosecution history and would allow Champion to recapture the disclaimed scope that includes “separate valves.” *See id.*; *Continental Circuits*, 915 F.3d at 799.

4. “fuel lockout apparatus”

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

The term “fuel lockout apparatus” requires construction as a Section 112(f) “means-plus-function limitation.” Section 112(f) provides special rules for “means-plus-function limitations” that apply when claims describe only functions (what something does) without describing structure (what something is). Under 35 U.S.C. § 112(f), such claim elements “shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.”

For claim terms that do not use the word “means,” there is a rebuttable presumption that Section 112(f) does not apply, but the presumption is overcome “if the challenger demonstrates that the claim term fails to ‘recite [] sufficiently definite

1 structure’ or else recites ‘function without reciting sufficient structure for performing
2 that function.’” *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1348 (Fed. Cir.
3 2015). “[G]eneric terms ... that reflect nothing more than verbal constructs may be
4 used in a claim in a manner that is tantamount to using the word ‘means’ because they
5 ‘typically do not connote sufficiently definite structure.’” *Id.* at 1350. *Williamson*
6 cites the Manual of Patent Examining Procedure § 2181, which explains that “[t]he
7 presumption may be overcome if the claim limitation uses a generic placeholder (a
8 term that is simply a substitute for the term ‘means’)” and provides a list of such
9 generic placeholders, including “apparatus.” Ex. E. Because, when considering the
10 entire claim, the claim term does not recite or connote any structure for “fuel lockout
11 apparatus,” it should be construed as a means-plus-function limitation per Section
12 112(f).

13 Claim 1 of the ’780 patent recites a “fuel lockout apparatus coupled to the
14 mechanical fuel valve.”⁸ The term “apparatus” provides no structural meaning. *Id.*
15 The addition of “fuel lockout” as a modifier does not cure this structural deficiency
16 because it is undefined and not a term that connotes a specific structure. Ex. B, Shaver
17 Decl. ¶ 55. A POSITA would not understand “fuel lockout apparatus” to connote *any*
18 structure, let alone structure that performs the recited function in the claims. *Id.* The
19 term must be construed per Section 112(f).

20 Under Section 112(f), courts must first identify the recited claimed function
21 and determine what structure disclosed in the specification corresponds to that
22 function. *Williamson*, 792 F.3d at 1351. For some claims here, the “wherein clauses”
23 recite the function: “**prevent** the second fuel source **from coupling to the second fuel**
24 **line** while the mechanical fuel valve is in the first position” and “**permit** the second
25 fuel source **to couple to the second fuel line** while the mechanical fuel valve is in the
26 second position.” See ’780 patent, claims 1, 6, 15; ’895 patent, claims 1, 6-7. In other

27 _____
28 ⁸ This term also appears in every asserted claim of the ’780 and ’895 patents, as well
as claims 6 and 7 of the ’654 patent.

1 claims, the “configured to” clauses recite the function with slight variation: “**prevent**
2 **actuation of the mechanical fuel valve** to the first position when the second fuel
3 source is in communication with the dual fuel engine.” See ’780 pat., claim 8; ’895
4 pat. claims 8, 12-13; *see also* ’654 pat., claims 6, 7.

5 As illustrated below, the specification discloses a structure corresponding to
6 the recited functions: items 58 (fuel lockout apparatus), 61 (fuel inlet cover) in Figures
7 2, 3, 4A, 4B, as described at ’780 pat., col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-
8 64. Ex. B, Shaver Decl. ¶¶ 56, 62.

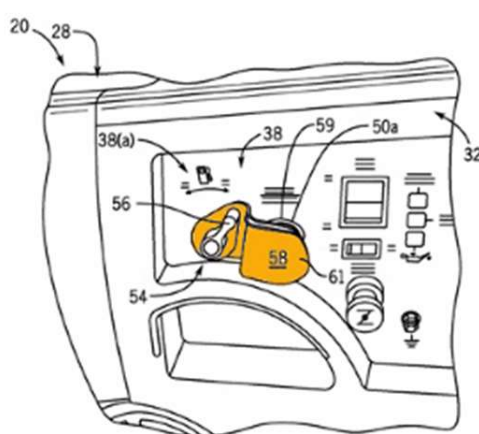


FIG. 2

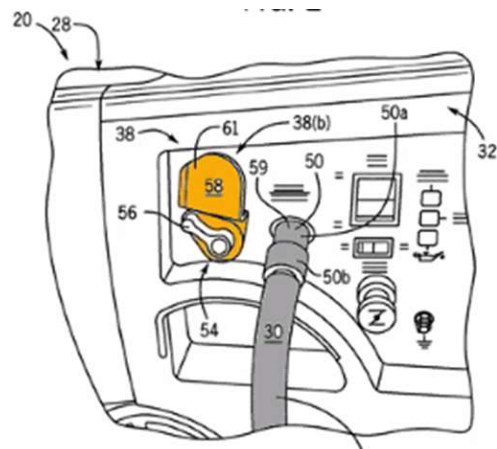


FIG. 3

19 Champion’s construction fails because it repeats the generic term “apparatus,”
20 while rewriting the claim language to concoct a new function (“prevents selection of
21 more than one fuel source”) that is too generic and does not meet the claim language.
22 This contradicts *Williamson*’s requirement that courts analyze whether claim terms
23 provide adequate structural guidance and violates *Phillips* by divorcing the claim
24 language from the ’780 patent specification’s structural disclosure of items 58, 61 as
25 the mechanical components that perform the claimed function.

1 **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”

2 These terms require construction because the parties dispute their meaning. *See*
3 *O2 Micro*, 521 F.3d at 1360-63. HFT’s construction is supported by intrinsic
4 evidence that confirms “coupling” means “attaching.” Champion’s construction
5 incorrectly includes mere indirect interactions without any physical attachment.

6 As noted above, the claims recite the claimed function for the fuel lockout
7 apparatus. *See* ’780 patent, claims 1, 6, 15; ’895 patent, claims 1, 6-7. Claim 1 of
8 the ’780 patent requires the fuel lockout apparatus to “prevent the second fuel source
9 from ***coupling*** to the second fuel line while the mechanical fuel valve is in the first
10 position.” Claim 1 also recites a “fuel lockout apparatus ***coupled*** to a mechanical fuel
11 valve.” The claim language itself shows that “coupling” is used in the context of
12 physical attachment—preventing coupling to a fuel line, permitting coupling to a fuel
13 line, preventing actuation of a valve.⁹ The specification confirms this usage.

14 The specification uses “coupling” consistently to refer to a physical attachment
15 of two structures: “to prevent coupling the first end 50a and second end 50b of the
16 quick-disconnect hose coupling together” and “to permit ***attaching*** first end 50a and
17 second end 50b together.” ’780 pat., col. 7:62-67. This same paragraph uses both
18 “coupling” and “attaching” to describe the identical physical connection process,
19 demonstrating that Champion intended these terms to have equivalent meaning. *See*
20 *Baran v. Medical Device Technologies, Inc.*, 616 F.3d 1309, 1316 (Fed. Cir. 2010)
21 (noting “implication [of different meanings] is overcome where, as here, the evidence
22 indicates that the patentee used the two terms interchangeably”).

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28 ⁹ *See* ’780 pat., claim 8; ’895 pat., claims 8, 12-13; *see also* ’654 pat., claims 6, 7.

1 During prosecution, Champion differentiated prior art by indicating “coupling”
2 requires physical proximity rather than remote control. Ex. D, ’780 pat. file history,
3 Applicant Arguments/Remarks Made in an Amendment (May 15, 2018), p. 13
4 (“control/operation of these components by a common controller [in art] is not a
5 ‘coupling’ as would be understood by one skilled in the art. Accordingly, there is
6 simply no disclosure in Pursifull that three-way valve 120 is coupled to any fuel
7 lockout apparatus – however defined by the Examiner – as called for in claims 1 and
8 19.”). This comports with the specification’s consistent interchangeable use of
9 “coupling” with “connecting” or “attaching.”

10 Extrinsic evidence supports HFT’s construction. “Coupling” means “to link
11 together; connect.” Ex. F; *see also Phillips*, 415 F.3d at 1322 (“Dictionaries ... are
12 useful to assist in understanding the commonly understood meaning of words”).

13 Champion’s alternative construction attempts to impermissibly expand the
14 term to include indirect interactions and does not require attachment or connection,
15 which conflicts with the intrinsic evidence. *See Continental Circuits*, 915 F.3d at 799-
16 800; *Advanced Fiber Techs.*, 674 F.3d at 1376.

17 **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”

21 These terms require construction because the parties dispute construction.
22 HFT’s proposal is the simplest statement consistent with the intrinsic evidence.
23 Unlike normal usage, the ’780 patent specification consistently uses “communicate”
24 specifically in fuel flow contexts. *See Phillips*, 415 F.3d at 1315-19. Champion’s
25 broader construction (“transfer of liquid, gas, or other material”) ignores the context-
26 specific meaning. HFT’s proposed construction is simpler and clearer.

27 The claims use “communicate” exclusively in the context of fuel delivery
28 between fuel sources and engines. The specification directly connects the term

“communicates” with fuel line operations: “fuel lockout apparatus 58 *communicates* first fuel source 28 to the engine *by actuating mechanical fuel valve* 54 to first position 38(a) *to open the first fuel line.*” ’780 pat., col. 5:31-51 (emphasis added).

Champion’s proposed alternative construction appears to recognize that “communication” relates to fuel flow, acknowledging it is the “transfer of material.” As used in this patent, however, Champion’s proposed construction is unnecessarily complicated. HFT’s construction makes more sense in context with the rest of the claim.

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”

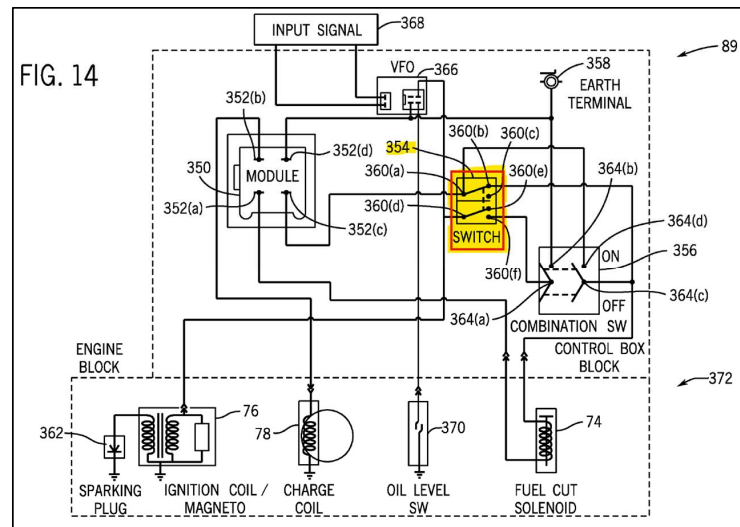
This term requires construction because the parties dispute its meaning. *See O2 Micro*, 521 F.3d at 1360-63. The common understanding shown in the specification should control. *See Phillips*, 415 F.3d at 1314. Despite purporting to request “plain and ordinary meaning,” Champion’s proposed construction *ignores* the common understanding and the specification’s use of this term.

The ’398 patent’s Claim 1 requires “a switch to change operation of the engine between gaseous fuel and liquid fuel.” Unlike the coined term “selector switch” in the ’101 patent, which refers to a mechanical barrier, this term should receive the commonly understood electrical meaning of “switch” because the specifications describe a traditional electric switch:

Fuel switch 354 changes operation of the engine between LPG and gasoline, and combination switch 356 can operate to kill the engine. A ground terminal 358 connects to module 350 via a fourth connection

352(d) in order to ground fuel cut solenoid 74 via fuel switch 354 or combination switch 356.

'398 pat., col. 19:25-37 (emphasis added) (describing Fig. 14, shown below).



See also '034 pat., col. 7:24-37 (“switch 54 couples power source 102 to LPG cutoff solenoid 98 and one or more of the gasoline cutoff solenoid 96 and carburetor cutoff solenoid 94 **to change operation of the engine from liquid fuel to gaseous fuel and from gasoline fuel to liquid fuel** while the engine is running.”) (emphasis added); *id.*, col. 10:21-35 (“tri-fuel switch 120 can actuate any combination of the carburetor cutoff solenoid 94, LPG cutoff solenoid 98, NG cutoff solenoid 124 and gasoline cutoff solenoid 96 **to change operation of the engine among the liquid fuel, the first gaseous fuel, and the second gaseous fuel.**”) (emphasis added).

“Switch” is defined in technical dictionaries consistent with the intrinsic evidence as “[a] mechanical device for opening and closing an electric circuit.” Ex. G. Dr. Shaver confirms this. See Ex. B, Shaver Decl. ¶¶ 71-80.

Champion’s suggestion that this term does not require construction is betrayed by its proposed alternative construction, which conflicts with the intrinsic evidence. It would require only a “physical structure” that allows a selection, rather than “changing the operation,” as required by the claim.

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”

This term requires construction because the parties dispute its meaning. *See O2 Micro*, 521 F.3d at 1360-63.

Claim 14 of the ’145 patent requires “the manually actuated fuel shutoff comprises a *rotating* mechanical valve.” The specification describes such a valve:

“Manual fuel shutoff 110 may have a rotating shaft 112 that extends through an opening 178 in carburetor 62. A blocking member or valve tip 180 couples to shaft 112 in carburetor 62 to create a valve-shaft assembly 179. *Valve tip 180 rotates parallel to inlet 174 of fuel passage 164 between a blocking position and non-blocking position to selectively block fuel flow into fuel passage 164.*”

’145 pat., col. 13:34-45 (emphasis added). Importantly, the specification specifically defines rotating mechanical valves as “free from linear motion” and distinguishes them from sliding valves:

“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.”

Id., col. 14:6-23 (emphasis added); *see also id.*, col. 14:57-15:2.

Champion’s proposed alternative construction fails because it allows for linear motion by requiring only a rotating “component.” This is inconsistent with the intrinsic evidence because it ignores the specification’s statement that the valve being “free from linear motion” is a technical advantage of the alleged invention.

1 9. “pressure regulator”

2 HFT’s Proposed Construction	Champion’s Proposed Construction
3 “a device that reduces and controls the 4 pressure of gaseous fuel”	Plain and ordinary meaning or “a device that controls pressure”

5 This term requires construction because the parties’ proposed constructions are
6 in conflict. *See O2 Micro*, 521 F.3d at 1360-63.

7 The claims consistently use “pressure regulator” in connection with controlling
8 and **reducing** pressure of gaseous fuel being supplied to the engine in a generator.
9 For example, Claim 11 of the ’034 patent requires “a fuel regulator system
10 comprising: a primary pressure regulator coupled to a service valve of the pressurized
11 fuel source to regulate fuel supplied from the pressurized fuel source to a **reduced**
12 **pressure.**” As another example, Claim 1 of the ’985 patent recites “ ... the fuel
13 regulator system configured to: regulate the gaseous fuel supplied from the
14 pressurized fuel source in the first stage, the gaseous fuel regulated down to a **reduced**
15 **pressure in the first stage**; and regulate the reduced pressure gaseous fuel in the
16 second stage, the reduced pressure gaseous fuel from the first stage **regulated down**
17 **to a desired pressure in the second stage** for delivery ...”

18 The specifications discuss pressure regulators exclusively in gaseous fuel
19 contexts, demonstrating consistent technical usage. The ’034 patent specification
20 describes the pressure reduction function:

21 Fuel regulator system 56 includes one or more pressure regulators that
22 **reduce and control the pressure** of the fuel from pressurized fuel
23 container 50 and delivers fuel at a desired pressure for operation of the
 engine.”

24 ’034 pat., col. 4:9-32 (emphasis added); *see also* ’780 pat., col. 4:20-60. Every
25 reference in both specifications confirms these regulators “reduce and control the
26 pressure of the fuel from pressurized fuel container” for gaseous fuel delivery.

27 Champion’s alternative construction recognizes that the pressure regulators
28 control pressure but fails to acknowledge that they must also reduce pressure.

1 Champion’s attempt to claim more than its disclosure conflicts with the intrinsic
2 evidence.

3 **10. “integral components of”**

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

6 This term requires construction to clarify the relationship between pressure
7 regulator components based on the specification’s technical usage, as opposed to
8 leaving it up to the jury to interpret the term per ordinary meaning. *Phillips*, 415 F.3d
9 at 1330.

10 Claim 17 of the ’985 patent requires that “the primary and secondary pressure
11 regulator are integral components of a dual stage pressure regulator.” The
12 specification is clear regarding the embodiment of claim 17: “In some embodiments
13 of the invention, a dual stage pressure regulator 162 *functions as both* a primary
14 pressure regulator and a secondary pressure regulator *in a single integral*
15 *component*.” ’985 pat., col. 10:28-32 (emphasis added). The claim language requires
16 that the primary and secondary regulators be “integral components of a dual stage
17 pressure regulator,” and the specification explains what this means: the regulators
18 function together as parts of “a single integral component.” In other words, separate
19 regulators are parts of one unified dual stage regulator, not merely essential or
20 important to its operation.

21 The word “integral” has a broader meaning in normal usage. *See* Ex. H
22 (defining “integral” as “essential to completeness; made up of components that
23 together make a whole”); *see also* Ex. I (providing multiple meanings and usages for
24 “integral”). The specification, however, is clear that the patent’s use of integral is
25 narrower. It is not enough that the components are “essential” or “fundamental”; they
26 must be part of a single regulator.

27 Champion’s “plain and ordinary meaning” approach fails because it leaves to
28 the jury to decide whether it is sufficient for the pressure regulator components merely

1 to be important to function rather than part of a single regulator. Allowing a jury to
2 construe or apply a broader meaning that is inconsistent with the intrinsic evidence
3 runs afoul of *Phillips*. Moreover, construction is required given the apparent dispute
4 between the parties. See *Nature Simulation Sys. Inc. v. Autodesk, Inc.*, 50 F.4th 1358,
5 1363 (Fed. Cir. 2022) (“When the meaning or scope of a patent claim is disputed by
6 litigants, the judicial role is to construe the claim as a matter of law, on review of
7 appropriate sources of relevant information.”).

8 **B. Indefinite Terms**

9 A patent’s claims are indefinite if the “claims, read in light of the specification
10 delineating the patent, and the prosecution history, fail to inform, with reasonable
11 certainty, those skilled in the art about the scope of the invention.” *Nautilus, Inc. v.*
12 *Biosig Instruments, Inc.*, 572 U.S. 898, 901 (2014). Definiteness is evaluated from
13 the perspective of someone skilled in the relevant art when the patent was filed. *Id.*
14 at 908.

15 Patents must be precise enough to afford clear notice of what is claimed,
16 thereby “‘appris[ing] the public of what is still open to them.’” *Id.* at 909 (citation
17 omitted). “Otherwise there would be ‘[a] zone of uncertainty which enterprise and
18 experimentation may enter only at the risk of infringement claims.’” *Id.* at 909-10
19 (citation omitted). The standard “mandates clarity, while recognizing that absolute
20 precision is unattainable” and accords with the principle that “‘the certainty which the
21 law requires in patents is not greater than is reasonable, having regard to their subject-
22 matter.’” *Id.* at 910 (citation omitted).

23 **1. “gaseous cutoff”**

24 The term “gaseous cutoff” should be held indefinite because Champion’s
25 prosecution amendments created uncertainty as to this term that cannot be resolved
26 from the ’034 patent specification. See *TVnGO Ltd. (BVI) v. LG Elecs. Inc.*, 861 F.
27 App’x 453, 458-59 (Fed. Cir. 2021) (affirming district court’s holding that two claim
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1 terms were indefinite because the terms were added during prosecution but never
2 appeared in the specification, providing a skilled artisan no intrinsic guidance).

3 Claim 1 recites “a gaseous cutoff coupled to open and close a gaseous fuel
4 source to the engine.” In Champion’s original patent application, claim 1 recited a
5 “gaseous cutoff solenoid”¹⁰ until it chose to delete the word “solenoid” from the
6 claims with the last amendment before the patent was issued. *See* Ex. J, ’034 pat. File
7 History, Amendment / Response to Office Action Mailed January 25, 2019 (April 25,
8 2019), p. 2.

9 The specification never uses the term “gaseous cutoff.” Instead, the
10 specification uses the term “gaseous cutoff solenoid,” but only in two locations where
11 it appears the claim language from prior to the last amendment is just parroted with
12 no discussion of the embodiments. *Fintiv, Inc. v. PayPal Holdings, Inc.*, 134 F.4th
13 1377, 1383-84 (Fed. Cir. 2025) (specification did not “provide sufficiently definite
14 structure” for claim term where “the sole textual support in the specification ... merely
15 parrot[ed] the claim language”). Champion’s deletion of “solenoid” from Claim 1 of
16 the ’034 patent during prosecution creates irreconcilable uncertainty about the scope
17 and meaning of “gaseous cutoff,” failing the *Nautilus* standard for reasonable
18 certainty.

19 The term “gaseous cutoff” has no commonly accepted meaning to a POSITA.
20 *See* Ex. B, Shaver Decl. ¶¶ 84-90. This situation parallels *Mantissa Corp. v. First*
21 *Financial Corp.*, where the Federal Circuit found a term indefinite when it had “no
22 commonly accepted definition,” was not used in the specification or priority
23 applications, and was first introduced via amendment years after the original filing.
24 No. 2022-1963, 2024 WL 607717, *3–*4 (Fed. Cir. Feb. 14, 2024). The *Mantissa*
25 court held the term indefinite because “the specification and claims fail to provide
26 adequate guidance as to the identity of the [disputed term]” and a POSITA could “not
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28 ¹⁰ A solenoid is an electromagnet that can be used to open and close a valve.

1 identify with reasonable certainty the identity of what the term refers to.” *Id* at *4.
2 Here, like in *Mantissa*, Champion’s “gaseous cutoff” has no commonly accepted
3 definition, does not appear in the specification, and was introduced through
4 prosecution amendments that created, rather than resolved, structural uncertainty.
5 The only way to determine the meaning is to re-write the term.

6 Champion’s alternative construction—“a device that allows control of gaseous
7 fuel flow, e.g., to open and close a gaseous fuel source to the engine”—cannot cure
8 the indefiniteness because it effectively renders the term purely functional. Its
9 alternative would still require construction to inform the jury as to the scope because
10 it provides no structural guidance whatsoever. *See Medicines Company v. Mylan,*
11 *Inc.*, 853 F.3d 1296, 1308 (Fed. Cir. 2017) (holding functional limitations
12 objectionable where the claim would have “a potential scope of protection beyond
13 that which is justified by the specification disclosure”).

14 2. “coupled to [verb]”

15 The claims that use the term “coupled to” followed by a verb but not by any
16 other structure should be held indefinite because they *fail to identify a structure to*
17 *which the recited structure is coupled*. This does not provide sufficient guidance to
18 “inform those skilled in the art about the scope of the invention with reasonable
19 certainty.” *Nautilus*, 572 U.S. at 910.

20 The ’034 patent’s claim 1 recites “a gaseous cutoff coupled to open and close
21 a gaseous fuel source to the engine.” There is no structure recited to which the
22 “gaseous cutoff” is coupled. This stands in contrast to other limitations in the same
23 claim: “a liquid cutoff solenoid ***coupled to the carburetor*** to open and close a liquid
24 fuel path to the engine downstream from the float bowl”; and “a switch selectively
25 ***coupling a power source to the liquid cutoff solenoid*** to open and close the liquid
26 fuel path.” ’034 pat, claim 1 (emphasis added). These other limitations clearly set
27 forth the structures that are being coupled.

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1 As noted above, “coupled” requires either attachment between two structures
2 (e.g. “fuel lockout apparatus coupled to a mechanical fuel valve”) under HFT’s
3 construction or “two or more components directly or indirectly interacting with each
4 other” as argued by Champion. Under either construction, a POSITA would not
5 understand the scope of claims using this term, given the failure to identify a second
6 component to which a recited component is coupled. *See* Ex. B, Shaver Decl. ¶¶ 91-
7 99.

8 The claim language creates structural uncertainty that prevents definite claim
9 construction under the *Nautilus* standard. *See Mantissa*, 2024 WL 607717, at *2-*4
10 (holding the claim term “transaction partner” indefinite because it did not appear in
11 the specification and could refer to any of the examples of users in the specification;
12 without intrinsic guidance, POSITAs could not identify a “transaction partner” with
13 reasonable certainty); *TVnGO Ltd.*, 861 F. App’x at 458-59 (holding claim terms were
14 indefinite because they were added during prosecution but never appeared in the
15 specification). First, the term “gaseous cutoff coupled to open and close a gaseous
16 fuel source to the engine” does not appear anywhere in the specification. Second, the
17 specification does not disclose the structure to which the “gaseous cutoff” is coupled,
18 leaving POSITAs without guidance about the coupling relationship. The prosecution
19 history also does not shed light on this term. Without clear boundaries established in
20 the intrinsic evidence, skilled artisans would be unable to determine the scope of
21 “coupling to,” violating the reasonable certainty standard established in *Nautilus*.

22 Champion’s alternative—“arranged in a way to perform a desired action, e.g.,
23 to ‘open and close a gaseous fuel source to the engine’”—fails because it uses a third
24 construction for “coupling” that is inconsistent with that discussed above and cannot
25 cure the fundamental uncertainty about the scope of the claims that use this phrasing
26 of “coupling to.” None of the evidence provided by Champion suffices to inform a
27 POSITA what its alternative construction means. Hence, even under Champion’s
28 alternative, the claim remains indefinite. *See Horizon Pharma, Inc. v. Dr. Reddy’s*

1 *Lab'ys Inc.*, 839 F. App'x 500, 505 (Fed. Cir. 2021) (affirming district court's finding
2 of indefiniteness where the relevant clause, when properly construed, was
3 "incomprehensible"). The specification's complete failure to address the claim
4 language creates indefiniteness that cannot be remedied through claim construction.

5 **V. CONCLUSION**

6 For the foregoing reasons, HFT respectfully requests that the Court adopt
7 HFT's proposed constructions.

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1 DATED: September 9, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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3
4 By /s/ David M. Grable

5 QUINN EMANUEL URQUHART &
6 SULLIVAN, LLP

David M. Grable (SBN 237765)

7 davegrable@quinnemanuel.com

8 Lauren Lindsay (SBN 280516)

laurenlindsay@quinnemanuel.com

9 865 South Figueroa Street, 10th Floor

10 Los Angeles, CA 90017-2543

11 Telephone: (213) 443-3000

Facsimile: (213) 443-3100

12 QUINN EMANUEL URQUHART &
13 SULLIVAN, LLP

Eric Huang (*pro hac vice*)

14 erichuang@quinnemanuel.com

15 Jason Williams (*pro hac vice*)

16 jasonwilliams@quinnemanuel.com

295 5th Avenue

17 New York, NY 10016-7103

18 Telephone: (212) 849-7000

19 Facsimile: (212) 849-7100

20 *Attorneys for Plaintiff*

21 *Harbor Freight Tools USA, Inc.*

The undersigned, counsel of record for Harbor Freight Tools USA, Inc., certifies that this brief contains 7145 words, which complies with the word limit set by the parties' joint stipulation filed on September 5, 2025.

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By /s/ David M. Grable
David M. Grable
Attorneys for Plaintiff Harbor Freight
Tools USA, Inc.

CERTIFICATE OF SERVICE

I, David M. Grable, hereby certify that on this September 9, 2025, a copy of foregoing **Plaintiff Harbor Freight Tools USA, Inc.'s Opening Claim Construction Brief** was served via email on all attorneys of record.

/s/ David M. Grable
David M. Grable
Attorneys for Plaintiff Harbor Freight
Tools USA, Inc.