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

17 HARBOR FREIGHT TOOLS USA, INC.,
18 Plaintiff,
19 v.
20 CHAMPION POWER EQUIPMENT,
21 INC.
22 Defendant.

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

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

Date: September 30, 2025

Time: 9:30AM

Judge: Hon. Stephen V. Wilson

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I. INTRODUCTION

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

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

II. CHAMPION INNOVATIONS

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

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

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

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

16 **A. POSITA Definition**

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

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

8 **III. LEGAL STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **IV. ARGUMENT**

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

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

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

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

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

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

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

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

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

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

1		'390: 3, 5-8		separate from the
2		'896: 30-32, 34-36		selector switch

3
4 Again, Champion asserts the term “valve assembly” should be given its plain
5 and ordinary meaning whereas HFT blatantly incorporates other limitations into the
6 construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1			the second fuel
2			line while the
3			mechanical fuel
4			valve is in the first
5			position;” and
6			“permit the second
7			fuel source to
8			couple to the
9			second fuel line
10			while the
11			mechanical fuel
12			valve is in the
13			second position.”
14			The corresponding
15			structure is Items
16			58, 61 in Figs. 2,
17			3, 4A, 4B, as
18			described at ’780
19			patent, col. 5:37-
20			64; 6:10-31; 6:42-
21			7:17; 7:54-67;
22			8:49-64, and
23			equivalents
24			thereof.

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

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

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

35 U.S.C. § 112(f).

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

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

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

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

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

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

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

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

27 Decl., ¶ 73.
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

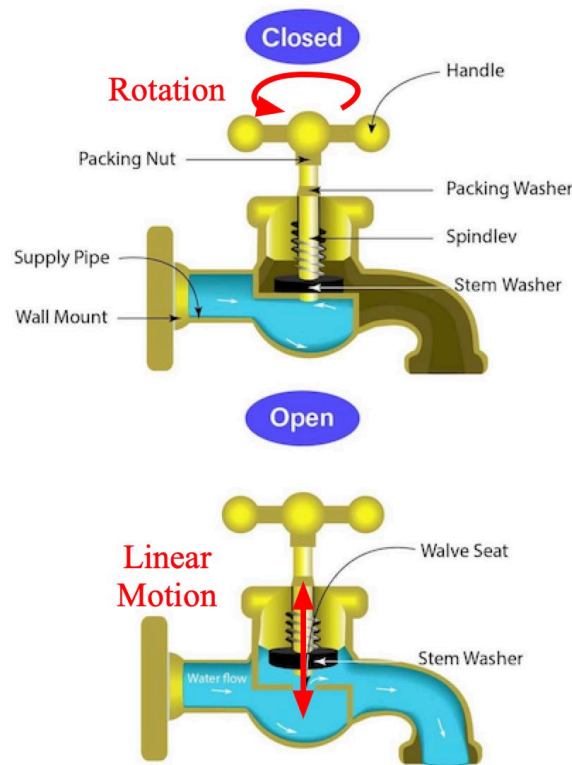
7 **H. “rotating mechanical valve” (’145)**

8 Disputed claim	Claims where	Champion’s	HFT’s Proposed
9 term	term appears	Proposed	Construction
10		Construction	
11 “rotating 12 mechanical valve”	’145: 14	Plain and ordinary 13 meaning	a valve that actuates in a rotative motion free from linear motion

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

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

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



Decl., ¶ 99.

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

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

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

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

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

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

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

J. “integral components of” (’985)

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

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

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

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

K. “gaseous cutoff” (’034)

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

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

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

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

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

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

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

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

1 **L. “coupled to [verb]” (’034)**

2 Disputed claim	3 Claims where	4 Champion’s	5 HFT’s Proposed
6 term	7 term appears	8 Proposed	9 Construction
10 “coupled to	11 ’034: 1-3, 5-9,	12 Plain and ordinary	13 indefinite
14 [verb]”	15 18-20, 22	16 meaning	

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

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

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

25 **V. CONCLUSION**

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

1 Dated: September 9, 2025

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

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

Dated: September 9, 2025

/s/ Jennifer E. Hoekel
Jennifer E. Hoekel

CERTIFICATE OF SERVICE

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

/s/ Jennifer E. Hoekel