

Ramsey M. Al-Salam, CA Bar No. 109506  
RAlsalam@perkinscoie.com  
Ruben Tyler Kendrick, *pro hac vice*  
RKendrick@perkinscoie.com  
PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
Seattle, Washington 98101-3099  
Telephone: +1.206.359.8000  
Facsimile: +1.206.359.9000

*Attorneys for Defendant  
ToughBuilt Industries, Inc.*

*Additional attorneys listed on  
signature page.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN (SANTA ANA) DIVISION

MERIDIAN INTERNATIONAL CO.,  
LTD.,

Plaintiff,

v.

TOUGHBUILT INDUSTRIES, INC.,  
Defendant.

Case No. 8:24-cv-01840-JWH-JDE

**DEFENDANT TOUGHBUILT  
INDUSTRIES, INC.'S OPENING  
CLAIM CONSTRUCTION BRIEF**

Hon. John W. Holcomb

ToughBuilt EX1025  
ToughBuilt v. Meridian  
IPR2025-01461

8:24-cv-01840-JWH-JDE

TOUGHBUILT INDUSTRIES' OPENING CLAIM CONSTRUCTION BRIEF

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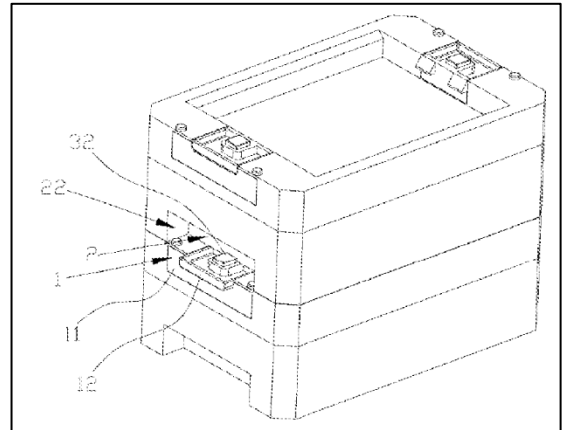
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## I. OVERVIEW OF THE PATENTS

### A. The '946 Patent

This case involves U.S. Patent Nos. 11,986,946 (“the ’946 Patent”) (Dkt. 1-1) and 11,192,689 (“the ’689 Patent”) (Dkt. 1-2), both of which relate to toolboxes or containers that can be connected together. The ’946 patent describes a latching system, shown in figure 3 below, that connects a top storage box to a bottom storage

box on which it rests. For example, in the first embodiment discussed in the ’946 patent, the bottom storage box has a “first connecting part” on its lid that includes a mounting part 11, a locking part 12, and a stop part 32. ’946 patent, 6:53-7:20. The locking part includes a locking buckle (the



protrusion 122) and is biased by a resilient member (i.e., spring), which pushes the locking part/buckle inward, and automatically keeps the locking part in a “locked state.” *Id.*, 7:21-32. When a user sets the top storage box on the bottom storage box, the locking part will automatically slide inward toward the center of the storage box and into a mating part (e.g., a slot) due to the bias of the spring. If a user wants to unlock the two storage boxes, he pulls the locking part outward away from the center of the storage box. If the user pulls the locking part enough, a stop part (e.g., a card block) will pop up due to the bias of a second spring and will make contact with the top storage box to prevent the locking part from automatically reengaging with the mating part of the top storage box to lock again.

### B. The '689 Patent

The ’689 patent describes a latching system that connects a first storage container to a second storage container on which it rests. The latching system of the ’689 patent includes at least one locking groove on one storage container, capable of

1 receiving a sliding mechanism that is on a second storage container.

## 2 **II. RELEVANT LEGAL PRINCIPLES**

### 3 **A. Claim Construction**

4 Claim terms “are generally given their ordinary and customary meaning as  
5 understood by a person of ordinary skill in the art when read in the context of the  
6 specification and prosecution history.” *Mettler-Toledo, Inc. v. B-Tek Scales, LLC*,  
7 671 F.3d 1291, 1294 (Fed. Cir. 2012). However, “[a] determination that a claim term  
8 ‘needs no construction’ or has the ‘plain and ordinary meaning’ may be inadequate  
9 when a term has more than one ‘ordinary’ meaning or when reliance on a term’s  
10 ‘ordinary’ meaning does not resolve the parties’ dispute.” *O2 Micro Int’l Ltd. v.*  
11 *Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1361, 1362 (Fed. Cir. 2008) (“When  
12 the parties present a fundamental dispute regarding the scope of a claim term, it is  
13 the court’s duty to resolve it.”). To determine the ordinary meaning of a term, courts  
14 look to public sources to show what a person of skill in the art (“POSITA”) would  
15 have understood the disputed language to mean, including the claims, specification,  
16 prosecution history, and extrinsic evidence concerning the meaning of technical  
17 terms and state of the art. *See Phillips v. AWH Corp.*, 415 F.3d 1303, 1314 (Fed. Cir.  
18 2005).

### 19 **B. Means-Plus-Function Elements**

20 Under 35 U.S.C. § 112(f), “[a]n element in a claim for a combination may be  
21 expressed as a means or step for performing a specified function without the recital  
22 of structure, material, or acts in support thereof.” When such “functional” drafting is  
23 used, the “claim shall be construed to cover the corresponding structure, material, or  
24 acts described in the specification and equivalents thereof.” *Id.* If a limitation is a  
25 means-plus-function element, “the court must determine what structure, if any,  
26 disclosed in the specification corresponds to the claimed function.” *Williamson v.*  
27 *Citrix Online, LLC*, 792 F.3d 1339, 1351 (Fed. Cir. 2015).

A limitation can be a means-plus-function element even if it does not use the word “means.” Although failure to use the word “means” creates a rebuttable presumption that § 112 (f) does not apply, the Federal Circuit has made clear that this presumption is not a strong one and may be overcome without heightened evidentiary showing. *Williamson*, 792 F.3d at 1349. The standard is whether the words of the claim are understood by persons of ordinary skill in the art to have a sufficiently definite meaning as the name for structure. *Id.* (§ 112(f) will apply if the claim term recites “function without reciting sufficient structure for performing that function”); *id.* at 1348, 1351 (holding that a “distributed learning control module for receiving communications” was a means-plus-function element because the words did not describe a sufficiently definite structure).

### III. THE DISPUTED CLAIM TERMS

#### A. “configured to slide inward”

This term appears in claims 1 and 11 of the ’946 patent.

| ToughBuilt’s Construction                               | Meridian’s Construction    |
|---------------------------------------------------------|----------------------------|
| “designed to slide towards the center of the container” | Plain and ordinary meaning |

Claim 1 of the ’946 patent recites “wherein the locking buckle is configured to slide inward with respect to the mounting part<sup>1</sup> so that the locking buckle is automatically lockable with the mating part of the other storage box by action of said first resilient member when the locking buckle is aligned with the mating part of the other storage box.” The term “configured to slide inward” should be construed as “designed to slide towards the center of the container.” The patent describes “inward” or “outward” in connection with the box itself, and Meridian’s “plain and ordinary meaning” proposed construction does not resolve the parties’ dispute.

<sup>1</sup> The parties agree that “mounting part” here should refer to “mounting body.”

1 ToughBuilt’s construction is supported by the intrinsic evidence. The  
2 specification confirms that movement of the locking part relative to the mounting  
3 body is inward toward the center of the box. Specifically, in each embodiment  
4 discussed in the specification, the mounting body is on the outer edge of the lower  
5 box facing inward and the locking part (which includes the locking buckle) is  
6 configured to move further inward from the mounting body toward the center of the  
7 box to lock. ’946 patent, 8:19-26 (first embodiment), 10:16-36 (second  
8 embodiment), 13:27-60 (third embodiment), 14:40-44 (fourth embodiment). In other  
9 words, if the mounting body is used as the reference, the locking buckle is configured  
10 to slide inward from the mounting body toward the center of the box when moving  
11 in the “locking direction.” The consistency in the specification’s description of  
12 movement of the locking part relative to the mounting body supports ToughBuilt’s  
13 construction. *E.g., Masimo Corp. v. Sotera Wireless, Inc.*, 2023 WL 6990542, at \*4  
14 (Fed. Cir. Oct. 24, 2023) (holding that “uniformity of description” in the specification  
15 supports a construction that parameter-specific alarm delay or suspension period of  
16 time means post-alarm delay or suspension); *see also Trs. Of Columbia Univ. v.*  
17 *Symantec Corp.*, 811 F.3d 1359, 1368 (Fed. Cir. 2016) (finding specification’s  
18 consistent disclosures supported construction of claim term).

19 The meaning of “inward” is important because the accused StackTech® boxes  
20 work in the opposite way from that disclosed in the ’946 patent. They have locking  
21 cleats (what Meridian calls “locking buckles”) in the upper box (not the bottom box)  
22 that are held in a retracted state by a cleat locking cam and detent when not stacked.  
23 McCarthy Decl. (Dkt. 32-8) ¶ 80<sup>2</sup>. The cleats extend outward in the locking  
24 direction—away from the center of the box—when a protrusion on the lower box  
25 trips the detent on the upper box. *Id.*; Pratt Dep. (Dkt. 32-2) at 65:8-21. Apparently

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27 <sup>2</sup> Drs. McCarthy and Pratt addressed claim construction, at least in part, in  
28 their declarations submitted in connection with the preliminary injunction motion.

1 recognizing that the cleats move outward in normal use, Meridian’s expert for the  
2 preliminary injunction motion, Dr. Pratt, did not opine on whether there is  
3 infringement when the StackTech® boxes are used in this way—their intended use.  
4 *Id.* at 64:25-65:25. Instead, so as to create some inward movement, Dr. Pratt forced  
5 the cleats outward before stacking any box, so that the cleats moved “inward” for a  
6 period during stacking before springing back outward away from the center of the  
7 box to lock. *Id.* at 58:2-8. He admitted that this is not “normal use” of the  
8 StackTech® boxes and is inconsistent with the “vast majority” of uses. *Id.* at 50:14-  
9 25, 56:21-58:8, 62:1-17. In fact, Dr. Pratt admitted that he has never seen the accused  
10 StackTech® products used in the manner he relied on for his infringement analysis.  
11 *Id.*, 57:3-7. Dr. Pratt clearly viewed “configured to slide inward” as meaning sliding  
12 towards the center of the box. If he had not, he would not needed to have forced the  
13 cleats out to begin with.

14 Meridian may argue that “inward” is relative to the mounting body, not the  
15 box, as proposed by ToughBuilt.<sup>3</sup> But “inward” is meaningless with respect the  
16 “mounting body”—that part has no “inward” or “outward” other than in connection  
17 the overall box. At the least, the patent describes the direction in connection with the  
18 box. In the patent, the mounting body is fixed to the outer edge of the box and is  
19 oriented toward the center of the box, so movement in the locking direction is  
20 necessarily inward toward the center of the box and outward from the mounting body  
21 itself. Further, the specification only uses “outward” with respect to the box itself  
22 when describing movement of the locking part. For example, the specification states  
23 that when the upper storage box is pressed down onto the lower storage box, the

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24 <sup>3</sup> Meridian’s infringement contentions currently contain two alternative  
25 theories. Meridian’s first theory is consistent with its position in its preliminary  
26 injunction (Dkt. 10). For example, in Meridian’s first infringement theory, the cleat  
27 of the StackTech® products is the locking part. In Meridian’s second (new) theory,  
28 the cleat is the locking buckle. Both of Meridian’s infringement theories, however,  
require the cleats to start in a locked position even though that is undisputably not the  
normal or intended operation of the StackTech® products.

locking part moves toward the “direction of unlocking (i.e., away from the center of the storage box).” ’946 patent, 8:19-26; 10:16-22; 13:37-46. The specification then clarifies that the unlocking direction, which is away from the center of the storage box, is outward. *Id.*, 8:37-44 (stating that the locking part is pulled “outward so that it moves toward the unlocking direction”); 10:37-43 (same); 13:61-14:2 (same). The specification, therefore, teaches a POSITA that “outward” means away from the center of the storage box. It follows that a POSITA would understand that the locking direction, conversely, is inward toward the center of the box when using the mounting body as a reference point.

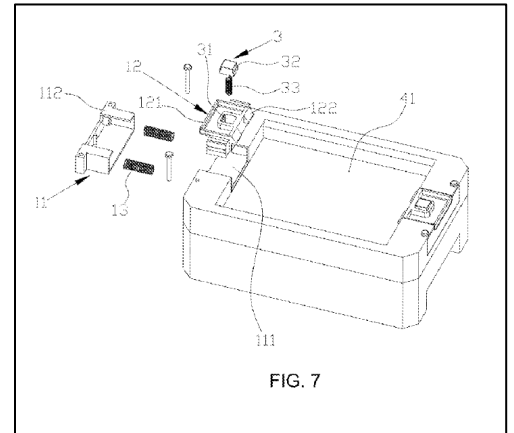
**B. “a locking part cooperating with the locking buckle” / “a locking part configured . . . to cooperate with the locking buckle”**

This term appears in claims 1, 11, and 15 of the ’946 patent.

| <b>ToughBuilt’s Construction</b>               | <b>Meridian’s Construction</b> |
|------------------------------------------------|--------------------------------|
| “the locking part containing a locking buckle” | Plain and ordinary meaning     |

Claim 1 of the ’946 Patent recites “a locking part cooperating with the locking buckle, wherein manual movement of the locking part causes the locking buckle to move to an unlocked state.” There is no evidence that there is an ordinary meaning as to what it means for a “locking part” to “cooperate” with the “locking buckle.” Indeed, the specification never uses the term “cooperate/cooperating” in describing these elements.

1 A POSITA would thus look to the specification to determine the meaning. The  
2 specification discloses, without exception, that the locking buckle is part of the  
3 locking part. Figure 7 the '946 patent, for  
4 example, shows that the locking buckle forms a  
5 portion of the locking part—the beveled leading  
6 edge. Here, the locking part 12 includes a locking  
7 body 121 that can be accommodated in the  
8 mounting body 112 and a locking buckle 122 that  
9 can be located on the side of the locking body 121  
10 near the center of the storage box. '946 patent,



11 6:40-43, 7:3-7. The locking part 12 is a reference to the element generally with  
12 element 122 making up the locking buckle. The other embodiments discussed in the  
13 specification also show that, the locking buckle is a portion of the locking part. *Id.*,  
14 9:37-38, 11:48-51, Figs. 12, 19. The specification, therefore, only discloses that the  
15 locking part and locking buckle are an integrated piece that move together along a  
16 “locking path.”

17 There are at least two other reasons why “cooperating” should not be construed  
18 to encompass more than what is disclosed in the patent. First, a “locking part for  
19 cooperating ...” should be considered a means-plus-function term under 35 U.S.C.  
20 §112(f). Although it is not recited as a “locking means,” “locking part” conveys no  
21 more structure than “locking means.” While there is a presumption that it is not a  
22 means-plus-function terms, that presumption is rebutted because “locking part” “fails  
23 to recite sufficiently definite structure or else recites function without reciting  
24 sufficient structure for performing that function.” *Williamson*, 792 F.3d at 1348  
25 (internal quotation marks omitted).

26 Like “module” in *Williamson*, “part” is a generic term for an individual piece  
27 in a mechanical system or machine that performs a specified function and does not  
28

1 provide any indication of a corresponding structure for such a function. *Williamson*,  
2 792 F.3d at 1350. This is consistent with use of the term “part” throughout the  
3 specification as a generic label for anything that performs a particular function such  
4 as mounting *part*, mating *part*, and stop *part*. Each part is distinguished, not by what  
5 it *is*, but rather, by what it *does*—mounting, mating, locking, or stopping. This is  
6 precisely what the Federal Circuit had in mind when it said that “module” and similar  
7 nonce terms are often tantamount to using “means.” *Id.*

8 Because “locking part [for] cooperating ...” should be construed as a means-  
9 plus-function term, it is limited to the specific structure disclosed for performing the  
10 function. As discussed above, the patent only discloses one structure for  
11 “cooperating” with the locking buckle—a structure that is integrally connected with  
12 the locking buckle. Therefore, the locking part must include the locking buckle or  
13 its equivalent.

14 Finally, there must be limits on what “cooperating” means in the context of the  
15 patent disclosure to satisfy the written description requirements of 35 U.S.C. §112.  
16 The patent only discloses a “locking part” and “locking buckle” as a single integrated  
17 piece that move together along a “locking path.” But Meridian now tries to map these  
18 elements onto ToughBuilt’s StackTech® boxes. To do so, Meridian maps “locking  
19 part” and “locking buckle” onto separate parts that move orthogonally along different  
20 planes. In particular, Meridian claims the “locking part” in the accused boxes is an  
21 internal sliding bar that runs along a path perpendicular (or orthogonal) to the path of  
22 the cleats, which Meridian claims are the locking buckles. To make this argument,  
23 Meridian must argue that “cooperating” encompasses the indirect connection  
24 between the two parts. But under this construction, the claims are rendered so broad  
25 as to be invalid as lacking a written description in the patent. A specification has an  
26 adequate written description when it “reasonably conveys to those skilled in the art  
27 that the inventor has possession of the claimed subject matter as of the filing date” of  
28

1 the patent. *Ariad Pharm., Inc. v. Eli Lilly & Co.*, 598 F.3d 1336, 1351 (Fed. Cir.  
2 2010) (en banc). “[T]he test requires an objective inquiry into the four corners of the  
3 specification from the perspective of a person of ordinary skill in the art.... [to] show  
4 that the inventor actually invented the invention claimed.” *Id.*

5 In the instant case, a POSITA, reading the patent disclosure, would not believe  
6 that the Meridian inventors ever possessed a structure where the “locking part” and  
7 “locking buckle” were separate parts moving in different directions. In *Riviera v.*  
8 *International Trade Commission*, 857 F.3d 1315 (Fed. Cir. 2017), for example, the  
9 Federal Circuit affirmed the International Trade Commission’s holding that all  
10 asserted claims were invalid for lack of written description. More specifically, the  
11 patent related to a coffee-brewing machine, where every embodiment “shows a cup-  
12 shaped ‘receptacle,’ adapted in various ways to receive a discrete water-permeable  
13 coffee-containing ‘pod.’” *Id.* at 1317. The Commission held that the claims were  
14 invalid because the “because the specification was entirely focused on a ‘pod adaptor  
15 assembly’ or ‘brewing chamber,’ and did not disclose a container that was itself a  
16 pod or that contained an integrated filter.” *Id.* at 1319. The Federal Circuit affirmed,  
17 holding that there was “no hint or discussion of a cartridge or pod adapter assembly  
18 or receptacle [in the patent] that also serves as the ‘pod.’” *Id.* at 1320.

19 The same reasoning applies in the instant case. If the locking part  
20 “cooperating” with the locking buckle encompasses two separate parts, then the  
21 claims are invalid for a lack of written description.

22 Claims must have some connection to the patent disclosure and should be  
23 construed to maintain their validity, if possible. *ACS Hospital Sys., Inc. v. Montefiore*  
24 *Hospital*, 732 F.2d 1572, 1577 (Fed. Cir. 1984) (“[C]laims should be so construed,  
25 if possible, as to sustain their validity.”) (holding that court interpreted claims too  
26 broadly in finding them invalid). In the instant case, the claims would be invalid for  
27 lack of written description if “cooperating” can encompass any relationship or  
28

connection between two pieces. This is yet another reason why “a locking part cooperating with the locking buckle” and “a locking part configured . . . to cooperate with the locking buckle” should be limited to a locking part containing a locking buckle as disclosed in the patent.

### C. “manual movement”

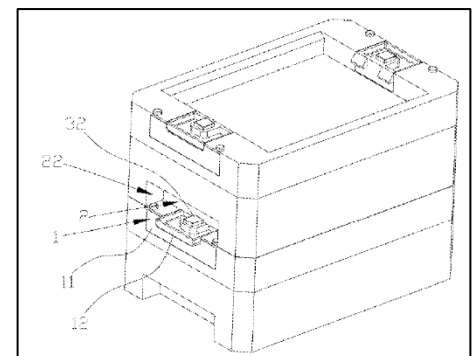
This term appears in claims 1, 11, and 15 of the ’946 Patent.

| ToughBuilt’s Construction                     | Meridian’s Construction    |
|-----------------------------------------------|----------------------------|
| “moved by a user touching and applying force” | Plain and ordinary meaning |

Claim 1 of the ’946 patent recites “wherein manual movement of the locking part causes the locking buckle to move to an unlocked state.” The term “manual movement” should be defined as “moved by a user touching and applying force.” This is consistent with the plain meaning of the term and the specification and any other construction would render “manual” superfluous.

The term “manual” comes from the Latin word for “hand,” consistent with its ordinary meaning. *Webster’s Ninth New Collegiate Dictionary* defines “manual” as “of, relating to, or *involving the hands*.” TBLT000047 (emphasis added). In essence, the term manual means “by hand.” Nevertheless, Meridian argues that the term does not require that the user directly touch and move the locking part. But Meridian’s position is not supported by the principles of claim construction.

Consistent with ToughBuilt’s construction, in each embodiment disclosed in the patent, a user must directly move the locking part to unlock one storage box from another. For example, when discussing the first embodiment, the specification teaches that the user should “pull the locking part” of the lower box to move it in the unlocking direction and can “continue to pull” the



1 locking part to release the stop part. '946 patent, 8:37-51. The same is true for every  
2 other embodiment. *See id.*, 10:37-57 (second embodiment requires the user to “pull  
3 the locking part” to unlock), 13:61-14:14 (third embodiment requires the locking part  
4 to be “pulled outward” by the user). And in each embodiment, including the first  
5 embodiment shown in figure 3, the locking part 12 is accessible to the user so that  
6 they can touch the locking part and apply force to pull it outward away from the  
7 center of the box.

8 Meridian appears to argue that “manual movement” does not require direct  
9 touching by a user and can instead encompass indirect causation (such that manually  
10 moving a different part causes the locking part to move). Meridian’s interpretation,  
11 however, would read the term “manual” out of the claims. Under its construction,  
12 all movement in the patented and accused boxes is “manual” movement, because  
13 every movement is initiated by a user touching something (e.g., putting the top box  
14 on the bottom box causes the locking). All movement of any part originates with a  
15 user doing something (e.g., there is no electricity) so “manual” movement must be  
16 narrower than “movement” alone. In the context of the patent, “manual movement”  
17 clearly means the user directly touching and moving the locking part.

18 Indeed, the claims distinguish between direct and indirect movement of a part.  
19 Specifically, claims 1, 11, and 15 recite that “manual movement of the locking part  
20 **causes** the locking buckle to move to an unlocked state.” *E.g.* '946 patent, 15:25-26  
21 (claim 1) (emphasis added). In other words, manual movement of the locking part  
22 causes, indirectly, the locking buckle to move. If “manual movement” encompassed  
23 indirect movement, the word “manual” would be unnecessary in the claim—it could  
24 have said “movement of the locking part causes the locking buckle to move.” For  
25 “manual” to have meaning, it must be direct (by touching) movement.

26 There is a presumption that all words in a claim are limiting. *Exxon Chemical*  
27 *Patents, Inc. v. Lubrizol Corp.*, 64 F.3d 1533, 1557 (Fed. Cir. 1995) (a court “must  
28

give meaning to all the words in [the] claims”); *Merck & Co. v. Teva Pharms. USA, Inc.*, 395 F.3d 1364, 1372 (Fed. Cir. 2005) (“A claim construction that gives meaning to all the terms of the claim is preferred over one that does not do so.”). For each word in the claim to have meaning, “manual movement” must mean moved by a user touching and applying force.

Construction of this term is potentially dispositive because what Meridian identifies as the locking part in the accused StackTech® boxes is not accessible by a user when two StackTech® boxes are locked together (and therefore need to be unlocked). Specifically, Meridian identifies either the cleat or an internal sliding bar as the locking part of the StackTech® boxes. But the sliding bar is internal to the StackTech® box and is not touched by the user. Similarly, when two StackTech® boxes are locked, the cleat of the upper box is nested within the slot of the lower box and cannot be touched by the user. Instead, the parties agree that a user moves a sliding switch (which Meridian does not allege is part of the locking part) to unlock a StackTech® box. McCarthy Decl. (Dkt. 32-8)¶¶ 92-93. Meridian does not allege that the purported locking part of the StackTech® boxes is touched or moved by a user. But this is clearly what “manual” movement means in the claims.

#### **D. “stop part”**

This term appears in claims 1-6, 10-13, and 15 of the ’946 Patent.

| <b>ToughBuilt’s Construction</b>                                                                                                                                                                                                                                                                                                                                                                  | <b>Meridian’s Construction</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Governed by 35 U.S.C. § 112(f)                                                                                                                                                                                                                                                                                                                                                                    | Plain and ordinary meaning     |
| <b>Function:</b> extending from retracted state with respect to locking path of locking part to prevent locking part from being automatically lockable and compressed by other storage box when the first connection part is in a locked state with the second connection part;<br><b>Structure:</b> Figs. 6/7, 7:66-8:5 (stopping part 3, including holding slot 31, card block 32 and resilient |                                |

member 33); Figs. 9/13, 9:65-10:8 (stopping part 3, including fixing slot 34 and fixing block, second resilient member 33); Figs. 16/20, 12:26-34 (stopper 3000, including card block 1036 and second resilient member 1033); Figs. 25/26, 14:40-58 (stopper 3000 including card block 1036, second resilient member 1033) and equivalents

Alternatively, if not a means-plus-function term, then a part that prevents the locking buckle from automatically locking with the mating part.”

### 1. “Stop Part” Is Governed By Section 112(f)

The asserted claims do not recite “means,” so, as with “locking part” above, “stop part” is presumed not to be subject to Section 112(f). That presumption is again rebutted, however, because “stop part” “fails to recite sufficiently definite structure or else recites function without reciting sufficient structure for performing that function,” *Williamson*, 792 F.3d at 1348 (internal quotation marks omitted).

“Stop part” is not a term of art; it is not the name of a structure or class of structures known in the art. McCarthy Decl. (Dkt. 32-8) ¶ 96. Instead, “stop part” simply means a “part” for performing a function—stopping the locking part from locking. As discussed above, “part” is a generic term for something that performs a specified function. “Part” does not provide any indication of a structure. This is consistent with use of the term “part” throughout the specification as a generic label for anything that performs a particular function such as mounting *part*, mating *part*, and locking *part*. Each part is distinguished, not by what it *is*, but rather, by what it *does*—mounting, mating, locking, or stopping. This is precisely what the Federal Circuit had in mind when it said that “module” and similar nonce terms are often tantamount to using “means.” *Id.*

Because “part” is a nonce term, one must look to the claims to determine if they recite sufficient structure for “stop part” to avoid application of Section 112(f).

1 Claim 1 recites that the stop part “projects outward,” is “retractable” and can be both  
2 “extended” and “compressed.” But claim 1 does not identify any components that  
3 make up the recited stop part and, therefore, does not provide sufficient structure for  
4 a POSITA to understand the structures of the stop part. Claims 11 and 15 similarly  
5 do not recite sufficient structure (or any structure) for “stop part.” And the dependent  
6 claims do not recite any structure for the “stop part,” but instead continue to just  
7 identify various functions of the stop part (e.g., claim 6) or that the stop part is  
8 “provided on” the locking part (claim 2).

9 **2. The Specification Identifies a Structure for “Stop Part”**

10 The function of a means-plus-function term is stated in the claims. *Asyst*  
11 *Techs., Inc. v. Empak, Inc.*, 268 F.3d 1364, 1369–70 (Fed. Cir. 2001) (“[I]n  
12 construing a means-plus-function limitation [one must] identify the function  
13 explicitly recited in the claim.”). Here, claims 1, 11, and 15 provide that the stop part  
14 does two things: (1) it extends by projecting outward from the locking path of the  
15 locking part when the first connection part is in a holding unlocked state and (2) is  
16 compressed (by the other storage box) when the first connection part is locked with  
17 the second. ToughBuilt’s proposed construction, therefore, is recited in the asserted  
18 claims.

19 Unlike the claims of the ’946 patent, the specification describes a structure of  
20 the “stop part.” For the first embodiment, the stop part 3 is described as including  
21 holding slot 31, card block 32, and resilient member 33. ’946 patent, 7:66-8:5. In  
22 the second embodiment, the stop part 3 is described as including fixing slot 34, a  
23 fixing block, and second resilient member 33. *Id.*, 9:65-10:8. And in the third and  
24 fourth embodiments, the stop part (or stopper 3000) is described as including card  
25 block 1036 and resilient member 1033. *Id.*, 12:26-34, 14:40-58. The structure of the  
26 recited “stop part,” should therefore be limited to the structures described in each  
27 embodiment and equivalents.

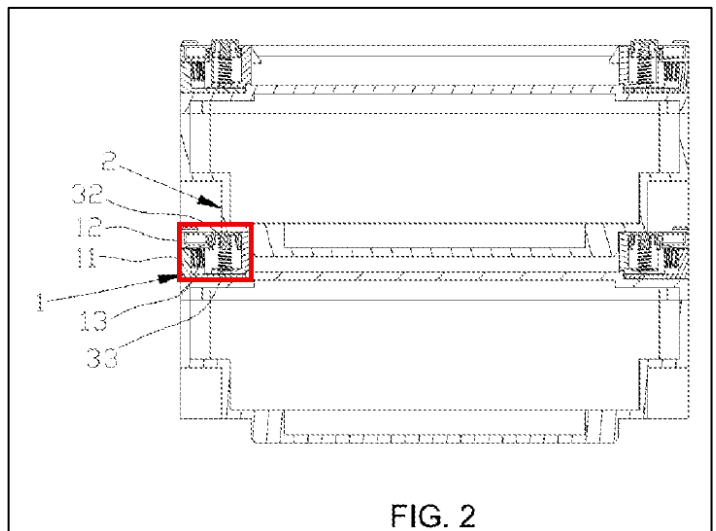
**E. “compressed”/ “compressed state”**

This term appears in claims 1 and 3–5 of the ’946 Patent.

| Toughbuilt’s Construction                                                              | Plaintiffs’ Construction   |
|----------------------------------------------------------------------------------------|----------------------------|
| Shortened from its normal length along an axis by application of force along that axis | Plain and ordinary meaning |

Claim 1 of the ’946 patent recites “said stop part being compressed when said first connection part is in a locked state with said second connection part.” ToughBuilt agrees that “compressed” has a plain and ordinary meaning, which corresponds to the specific meaning it has proposed. *See* TBLT000034 (the American Heritage Dictionary (2<sup>nd</sup> College Ed.) (“[t]o shorten or condense as if by pressing or squeezing”); *see also id.* (defining compressed as “pressed together or into less space”). Meridian appears, however, to be stretching the meaning of “compressed” beyond its ordinary meaning, apparently to encompass “retracted.” But those words mean different things and Meridian’s proposed construction of “plain and ordinary meaning” does not resolve the dispute.

ToughBuilt’s construction of “compressed” is supported by the specification, which describes the item being compressed as shortened from its normal length by application of force. For example, in the first embodiment, stop part 3 includes a holding slot 31, card block 32 and a second resilient member 33 (i.e., a spring). *See* ’946 patent, 7:66–8:5. When the first connection part



of the lower box and second connection part of the upper box are in a “holding unlocked state,” the second resilient member (i.e., spring) extends, which causes the

1 card block to extend. *Id.*, 8:9-17. Conversely, when the first connection part and  
2 second connection part are in a locked state, the spring is compressed, which  
3 compresses the card block 32 into holding slot 31, such as shown in annotated figure  
4 2 above. *Id.*

5 Similarly, in the second embodiment, the stop part, which includes fixing slot  
6 34, fixing block 35, and second resilient member 33, can be compressed and extended  
7 when the boxes are locked and unlocked respectively. *Id.*, 9:65-10:8. When the  
8 boxes are in a locked configuration, the specification teaches that card block is  
9 “squeezed and compressed” by stopper 123 because the second resilient member 33  
10 “compresses and accumulates force.” *Id.*, 10:31-36. The specification teaches that  
11 the stop part discussed in the first and second embodiments, therefore, is compressed,  
12 when spring 33 is shortened by accumulated force from the upper box as card block  
13 32 moves into holding slot 31. The specification uses the term “compressed” in  
14 similar instances when referring to other resilient members/springs. *E.g., id.*, 8:19-  
15 26 (describing how first resilient member 13 “compresses and accumulates force”);  
16 *id.*, 10:16-22 (referring to the “compressed storage force” exerted on first resilient  
17 member 13).

18 A construction is necessary because Meridian’s infringement theories do not  
19 apply this meaning of “compressed.” In its first infringement theory, Meridian  
20 identifies a horizontal bar which is biased by an extension spring in the StackTech®  
21 products as the purported “stop part.” Meridian argues that this horizontal bar is  
22 “compressed” because it purportedly moves from an extended to a retracted position.  
23 In doing so, Meridian appears to equate compressed and retracted—both of which  
24 are used in claims 1, 11, and 15 to describe the function of the stop part. There is a  
25 presumption that when different terms are used in a claim, they have different  
26 meanings. *Board of Regents of the University of Texas System v. BENQ Am. Corp.*,  
27 533 F.3d 1362, 1371 (Fed. Cir. 2008) (“Different claim terms are presumed to have  
28

different meanings.”); *CAE Screenplates Inc. v. Heinrich Fiedler GmbH & Co.*, 224 F.3d 1308, 1317 (Fed. Cir. 2000) (“In the absence of any evidence to the contrary, we must presume that the use of these different terms in the claims connotes different meanings.”). Plus, “compressed” and “retracted” mean different things. Retracted simply means to “pull back”; it does not require “compression.” To the extent Meridian argues that “retracted” is within the plain and ordinary meaning of “compressed,” its infringement theory would violate the plain meaning of compressed and the presumption that different words mean different things in claim language. Alternatively, Meridian appears to allege that movement of the extension spring connected to the horizontal bar (purported stop part) allows the stop part to be extended or compressed. The extension springs in the accused boxes extend and then return to their relaxed position—they are never compressed. McCarthy Decl. (Dkt. 32-8) ¶ 110.

In its second infringement theory, Meridian identifies a detent, which is moved by a torsion spring in the StackTech® products as the purported “stop part.” Meridian again appears to argue that this detent is “compressed” because it purportedly moves from an extended to a retracted position. Again, “compressed” and “retracted” mean different things. ToughBuilt’s definition of “compressed” is consistent with the ordinary meaning and the specification and should be adopted. Meridian’s proposal of “plain and ordinary meaning” does not resolve the parties’ dispute.

**F. “wherein a portion of the sliding mechanism extends laterally away from a side surface of the second container when the sliding mechanism is disengaged from the locking groove”**

This term appears in claim 1 of the ’689 patent.

| ToughBuilt’s Construction                                                                | Meridian’s Construction    |
|------------------------------------------------------------------------------------------|----------------------------|
| The “wherein” clause beginning “wherein a portion of the sliding mechanisms” renders the | Plain and ordinary meaning |

claim indefinite for improperly combining  
method steps with an apparatus claim.

Claim 1 of the '689 patent is directed to a “stackable storage system” with certain elements, but then ends with a wherein clause that refers to engaging and disengaging the sliding mechanism. The “wherein” clause renders the claim indefinite under Federal Circuit precedent because it incorporates a method limitation in a system claim. *IPXL Holdings, LLC v. Amazon.com*, 430 F.3d 1377, 1384 (Fed. Cir. 2005).

A claim should “particularly point[ ] out and distinctly claim[ ] the subject matter which the applicant regards as his invention,” and it becomes indefinite if it does not reasonably apprise a POSITA of the claim scope. 35 U.S.C. § 112(b). In *IPXL Holdings*, the Federal Circuit held that when a claim recites both a system and the method for using that system, it is indefinite under Section 112(b). *Id.*; *see also IPXL Holdings*, 430 F.3d at 1383-84. The court reasoned that a claimed combination of two separate “statutory classes of invention” would not apprise a manufacturer or seller of the claimed apparatus whether it is liable for infringement, including contributory infringement, since the buyer or user of the apparatus must also perform the claimed method of using the apparatus. *Id.* at 1384. Thus, a claim covering both a system and method “is not sufficiently precise to provide competitors with an accurate determination of the ‘metes and bounds’ of protection involved’ and is ‘ambiguous and [should be] properly rejected’ under § 112(b). *Id.*

Claim 1 of the '689 Patent is a system claim, but the wherein clause beginning “wherein a portion of the sliding mechanisms” introduces a method limitation for when the sliding mechanism is engaged and disengaged. A member of the public reading claim 1, therefore, would be unsure whether claim 1 is reciting a stackable storage system, or a method for engaging and disengaging the boxes. Meridian’s proposed plain and ordinary meaning interpretation does not resolve the ambiguity

caused by including a method limitation in a system claim. Including both a system and method limitation within the claim will make it unclear as to whether a POSITA should recognize a system for stackable storage or a method engaging multiple storage boxes into a stackable configuration. Therefore, the claim is rendered indefinite under Section 112(b).

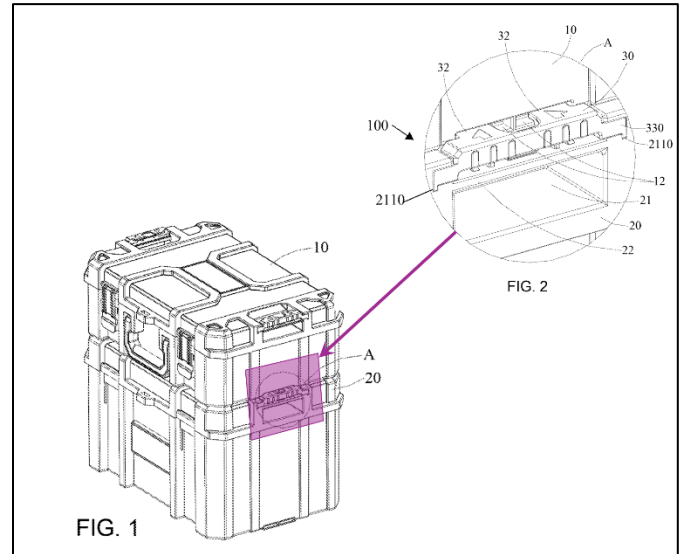
**G. “wherein the portion of the sliding mechanism is coplanar”**

This term appears in claim 1 of the ’689 Patent.

| <b>ToughBuilt’s Construction</b>                                                                                  | <b>Meridian’s Construction</b> |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------|
| at least one surface of the slider is on the same plane as at least a portion of the side of the second container | Plain and ordinary meaning     |

Claim 1 of the ’689 patent recites “wherein the portion of the sliding mechanism is coplanar with the side surface of the second container when the sliding mechanism is engaged with the locking groove.” In other words, claim 1 requires that some portion of the sliding mechanism of the first storage container be coplanar with the side surface of the second container when the sliding mechanism is engaged with the locking groove. Claim 1, however, does not specify what “portion” of the sliding mechanism is coplanar or how much of the sliding mechanism must be coplanar to satisfy this claim element. ToughBuilt’s proposed construction clarifies that at least one surface of the slider must be on the same plane as at least a portion of the side of the second container, which is supported by the specification. Meridian’s plain and ordinary meaning interpretation, however, would maintain the ambiguity in this claim term without clarity on how a person of skill would understand whether it is met by a product or not.

The specification of the '689 patent supports ToughBuilt's construction that only a surface of the sliding mechanism must be on the same plane as one side of the second container. Specifically, the specification discusses that the sliding mechanism 100 has a front surface of the support arm 22 that is coplanar with the side surface of the second



storage container 20 with the upper surface of the support arm 22 having two spaced T-shaped guiding ribs 221, a reinforcing rib 222 that is perpendicular to the guiding ribs 221. '689 Patent, 3:49-50. The sliding mechanism 100 is not coplanar with the entirety of the side surface of the container, as the claim language would lead a POSITA to believe. *The American Heritage Dictionary* defines coplanar as “[l]ying or occurring in the same plane.” TBLT000035. Therefore, the proper construction should clarify that at least one surface of the sliding mechanism is on the same plan as at least a side portion of the second container.

#### IV. CONCLUSION

For the reasons set forth above, ToughBuilt respectfully requests the Court to adopt its proposed constructions for the disputed terms.

1 Dated: June 9, 2025

**PERKINS COIE LLP**

2  
3 By: /s/ Ramsey M. Al-Salam  
4 Ramsey M. Al-Salam, CA Bar No.  
5 109506  
6 RAlsalam@perkinscoie.com  
7 R. Tyler Kendrick, pro hac vice  
8 RKendrick@perkinscoie.com  
9 PERKINS COIE LLP  
10 1201 Third Avenue, Suite 4900  
11 Seattle, Washington 98101-3099  
12 Telephone: +1.206.359.8000  
13 Facsimile: +1.206.359.9000

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28 Attorneys for Defendant  
ToughBuilt Industries, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on June 9, 2025, a true and correct copy of the foregoing document: **DEFENDANT TOUGHBUILT INDUSTRIES, INC.'S OPENING CLAIM CONSTRUCTION BRIEF** was served on the parties or their counsel shown below, by transmitting it electronically to the addresses as follows:

***VIA THE COURT'S ECF FILING SYSTEM:***

Scott A. Penner, CA Bar No. 253716  
ScottPenner@eversheds-sutherland.com

Regis C. Worley, Jr., CA Bar No. 234401  
RegisWorley@eversheds-sutherland.com

Evershed Sutherland (US) LLP  
12255 El Camino real, suite 100  
San Diego, California 92130

*Attorneys for Plaintiff  
Meridian International Co.,  
Ltd.*

Executed on June 9, 2025, at Seattle, Washington.

/s/ Ramsey M. Al-Salam  
Ramsey M. Al-Salam