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

MERIDIAN INTERNATIONAL CO.,
LTD.,

Plaintiff and Counter
Defendant,

v.

TOUGHBUILT INDUSTRIES, INC.,

Defendant and Counter
Claimant.

AND RELATED COUNTERCLAIMS.

Case No. 8:24-cv-01840 JWH (JDEx)

**MERIDIAN INTERNATIONAL CO.,
LTD.'S OPENING CLAIM
CONSTRUCTION BRIEF**

Date: July 8, 2025

Time: 9:00 a.m.

Place: Courtroom 9D

Judge: Honorable John W. Holcomb

ToughBuilt EX1026
ToughBuilt v. Meridian
IPR2025-01461

Case No. 8:24-cv-01840 JWH (JDEx)

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1 **I. INTRODUCTION**

2 Unlike other patent cases involving highly complicated technologies, technical
3 jargon, or instances where a patentee needs to create a vocabulary to describe the
4 inventions, this case involves advances in storage containers which are described (and
5 claimed) using words that those of skill in the art (and most laypersons) easily understand.
6 Courts throughout the country routinely recognize that patent terms are generally afforded
7 their plain and ordinary meaning, and the patent terms identified by the parties in this
8 action are no exception. Consistent with those guiding principles, Meridian International
9 Co., Ltd. (“Meridian”) submits that the terms in dispute are actually straightforward, need
10 no construction, and are entitled to their ordinary meanings.

11 ToughBuilt Industries, Inc. (“ToughBuilt”), on the other hand, seeks to assign new
12 meanings to these well-known terms that torture the English language, conflict with other
13 claim language, and fly in the face of established claim construction principles. For the
14 reasons set forth below, this Court should confirm that the disputed terms are entitled to
15 their plain and ordinary meaning.

16 **II. STATEMENT OF FACTS**

17 **A. Meridian’s History and Its Products**

18 Since 1992, Meridian has successfully established itself as one of the leading
19 organizations serving the tool and hardware market, becoming the headquarters for an
20 effective group of manufacturers with the proven capabilities of serving global customers.
21 (ECF No. 10-2 at ¶¶ 2-3.) With over 250 employees in six continents, Meridian
22 researches, designs, develops, produces, and sells hand tools, mechanic tools, tool sets,
23 garden tools, and organizers like modular storage systems. (*Id.* at ¶¶ 3-4.) Meridian sells
24 the products it makes under several different brand names. (*Id.*)

25 Meridian’s modular storage system components include interlocking toolboxes,
26 organizers, and carts that provide users the ability to select whichever components they
27 need for the job, and allow them to configure the components to facilitate safe storage and
28 transportation to and from the job site. (*Id.* at ¶ 4.) One such configuration is shown in

1 the figure to the right. (*Id.* at ¶ 5.)

2 The market for tools and hardware includes many
3 manufacturers. (ECF No. 10-2 at ¶ 7.) To protect its intellectual
4 property, Meridian diligently and systematically seeks protection
5 of its innovations through the patent system. (*Id.*)

6 Meridian, an established industry innovator and a leading
7 organization in the tool and hardware market, initiated this patent
8 infringement action against ToughBuilt to stop ToughBuilt – a
9 direct competitor – from continuing to infringe two of Meridian patents pertaining to
10 modular storage containers.

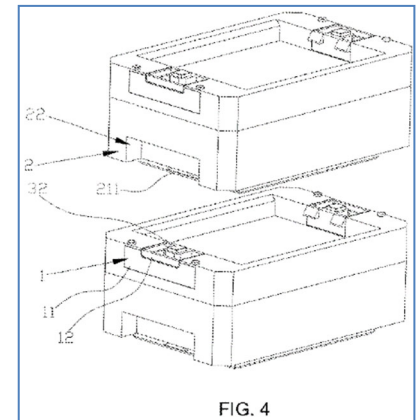


11 **B. Meridian's Patents**

12 Meridian has been an innovator for over 30 years. (ECF No. 10-2 at ¶ 8.) In the
13 United States alone, Meridian is the owner of at least 71 issued patents and four actively
14 pending patent applications. (*Id.*) Two of Meridian's patents are at issue here.

15 **1. Meridian's U.S. Patent No. 11,986,946**

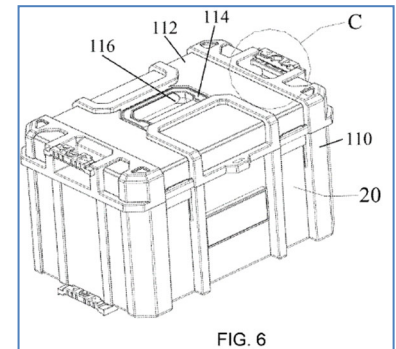
16 One of the patents protecting Meridian's innovations
17 for modular storage system technology is U.S. Patent No.
18 11,986,946 ("the '946 patent," filed at ECF No. 1-1), issued
19 May 21, 2024, and titled "Connection Structure of Module,
20 Storage Box and Storage Box Assembly." The '946 patent
21 is a continuation of an earlier patent application (U.S. Patent
22 Application Serial No. 18/176,907, "the '907 application")
23 that was filed on March 1, 2023, and became publicly
24 available on September 7, 2023. Having filed its patent applications to stake its claim to
25 the inventions disclosed therein, Meridian set about establishing the preferred design
26 configuration to bring to market. (ECF No. 10-2 at ¶ 9.) Before Meridian could bring its
27 product to market, yet after the disclosure of this patent family was available to the public,
28 ToughBuilt introduced a product directly incorporating the teachings of this patent family



1 that were embodied in the '907 application and claimed in the '946 patent. For example,
2 Figure 4 of the '946 patent (shown above to the right) provides an example of an
3 embodiment of the claimed inventions.

4 **2. Meridian's U.S. Patent No. 11,192,689**

5 Another patent protecting Meridian's innovations for
6 modular storage system technology is U.S. Patent No.
7 11,192,689 ("the '689 patent," filed at ECF No. 1-2), issued
8 December 7, 2021, and titled "Stacked Storage Container
9 Latch." An embodiment of the claimed inventions is shown in
10 Figure 6 of the '689 patent (shown to the right), which includes



11 detail C (circled at the top right of the figure). Meridian has been manufacturing modular
12 storage system products which are sold to consumers under the third-party brand "Kobalt"
13 and promoted as having "CaseStack" modular interconnecting technology, which
14 practices the claimed inventions of the '689 patent. (ECF No. 10-2 at ¶ 10.) Following
15 the public release of Meridian's products, ToughBuilt began providing products to the
16 same third party, also to be sold under the same Kobalt brand and also incorporating the
17 same patented CaseStack technology. (*Id.*)

18 **C. Both Parties' Experts Recognize that One of Skill in the Art Would** 19 **Understand the Plain and Ordinary Meanings of the Disputed Claim** 20 **Terms.**

21 As part of Meridian's motion for a preliminary injunction, its expert, Dr. Pratt,
22 prepared a report in which he analyzed claim 1 of the '946 patent and claim 1 of the '689
23 patent. ECF No. 10-5 at 2. Dr. Pratt found that "[a]ll of the terms used in these claims
24 are plain, ordinary, well-understood terms when used in the field of engineering related to
25 connection mechanisms, including particularly by a [person of ordinary skill in the art]
26 engaged in designing connection mechanisms for storage containers." *Id.*

27 Likewise, ToughBuilt's expert, Dr. McCarthy, submitted a declaration in support
28 of ToughBuilt's opposition to the preliminary injunction. ECF No. 32-8. Dr. McCarthy

determined that one of ordinary skill in the art could understand all of the claim terms and he conducted his analysis by providing each term with its plain and ordinary meaning. *Id.* at ¶ 74 (“I have given all the claim terms their plain and ordinary meaning, as would have been understood by a person of ordinary skill in the art at the time of the alleged invention.”).

III. LEGAL STANDARD

It is fundamental tenet of patent law that “[c]laim terms are generally given their ordinary and customary meaning, which is the meaning they would have to a person of ordinary skill in the art at the time of the invention.” *Poly-America, L.P. v. API Indus., Inc.*, 839 F.3d 1131, 1136 (Fed. Cir. 2016) (citing *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312-13 (Fed. Cir. 2005) (en banc)). Claim construction “depart[s] from the plain and ordinary meaning in only two instances.” *Id.* (citing *Hill-Rom Servs. v. Stryker Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014)). “The first is when a patentee acts as his own lexicographer. The second is when the patentee disavows the full scope of the claim term in the specification or during prosecution.” *Id.* (citations omitted).

Claim constructions are often unnecessary. “A claim construction is required only ‘when the meaning or scope of technical terms and words of art is unclear . . . and requires resolution to determine’ the issue before the court.” *Hastings v. United States*, 78 Fed. Cl. 729, 733 (2007) (quoting *U. S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997)).

IV. LEVEL OF ORDINARY SKILL IN THE ART

Claim construction is performed from the perspective of one of ordinary skill in the art. *Phillips*, 415 F.3d at 1312-13; 35 U.S.C. § 112(a). As it pertains to the patents-in-suit, a person of ordinary skill in the art would have had at least the equivalent of an undergraduate degree in mechanical engineering, industrial engineering, or a closely related field, and two years of industry or academic experience with connecting technologies or similar mechanisms, or an equivalent combination of education and experience. Additional relevant industry experience may compensate for lack of formal

education or vice versa. (ECF No. 10-5 at ¶ 4; *see also* ECF No. 32-8 at ¶ 33.)

V. ARGUMENT

Each of the claim terms identified for potential construction should be afforded its plain and ordinary meaning, as the patentees did not act as their own lexicographer, they did not disavow the full scope of the claim term in the specification or during prosecution, nor is there any ambiguity in the patentee’s use of simplistic mechanical terms which have well understood meanings to those of skill in the art. For these reasons, Meridian’s proposals should be adopted.

ToughBuilt’s proposed constructions, on the other hand, are flawed for at least two reasons. First, ToughBuilt violates claim construction principles, by, for example, seeking to improperly import limitations into the terms at issue without the presence of a clear and unmistakable disclaimer in the intrinsic record. *Poly-America*, 839 F.3d at 1136 (plain and ordinary meaning applies unless patentee acts as lexicographer or patentee disavows scope of claim term). Second, ToughBuilt attempts to transform claim terms into means-plus-function limitations, even though the terms have definite structure and do not contain “means,” the touchstone of a means-plus-function limitation.

A. The ’946 Patent

1. “Configured to Slide Inward” (Claims 1 and 11)

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	“designed to slide towards the center of the container” ¹

The only relevant difference between the parties’ proposals is the direction of the movement. When the claimed phrase is examined in the context of the surrounding claim language of claims 1 or 11, the nature of the dispute becomes clear. *See Source Vagabond*

¹ ToughBuilt’s proposals are provided in accordance with Defendant ToughBuilt Industries, Inc. Preliminary Claim Constructions and Extrinsic Evidence, attached as Declaration of Scott A. Penner in Support of Claim Construction (“Penner Decl.”), Exhibit A.

1 *Sys. v. Hydrapak, Inc.*, 753 F.3d 1291, 1299 (Fed. Cir. 2014) (“a claim construction
2 analysis must begin and remain centered on the claim language itself, for that is the
3 language the patentee has chosen to particularly point[] out and distinctly claim[] the
4 subject matter which the patentee regards as his invention.”) (*quoting Innova/Pure Water,*
5 *Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1116 (Fed. Cir. 2004)). Here, the
6 direction of sliding movement is set forth in the claims as follows:

7 wherein the locking buckle is *configured to slide inward with respect to the*
8 *mounting part* so that the locking buckle is automatically lockable with the
9 mating part of the other storage box by action of said first resilient member
10 when the locking buckle is aligned with the mating part of the other storage
11 box

12 *See* '946 patent at cl. 1 and 11. The claims expressly identify the direction of slide
13 movement for the locking buckle. Specifically, “the locking buckle is configured to slide
14 inward *with respect to the mounting part.*” *Id.* (emphasis added). ToughBuilt’s proposal
15 seeks to rewrite the express language of the claims such that the locking buckle is
16 configured to slide “towards the center of the container” rather than being configured to
17 slide “inward with respect to the mounting part.” In doing so, ToughBuilt violates the
18 fundamental steps of claim construction by failing to “begin and remain centered on the
19 claim language itself.” *See Source Vagabond*, 753 F.3d at 1299. Moreover, using simple
20 word substitution demonstrates the unfeasibility of ToughBuilt’s construction.
21 Substituting in ToughBuilt’s construction (shown in brackets) for the original claim
22 language results in the claim reading: “wherein the locking buckle is [designed to slide
23 towards the center of the container] with respect to the mounting part.” The substitution
24 now renders the claim incomprehensible. How can the locking buckle be designed to slide
25 toward the center of the container with respect to the mounting part? What does it even
26 mean to slide toward the center but with respect to something else? The two concepts are
27 mutually exclusive: either the buckle slides towards the center or it slides in a direction
28 with respect to some other object, but not both.

1 ToughBuilt's proposal also reads out a preferred embodiment from the claims. A
2 claim construction that excludes a preferred embodiment "is rarely, if ever, correct and
3 would require highly persuasive evidentiary support." *Vitronics Corp. v. Conceptronic*,
4 90 F.3d 1576, 1583 (Fed. Cir. 1996). Here, ToughBuilt's proposed claim construction
5 requiring the locking buckle "to slide towards the center of the container" would exclude
6 preferred embodiments set forth in the '946 patent, as indicated in the marked-up version
7 of Figure 2, below:

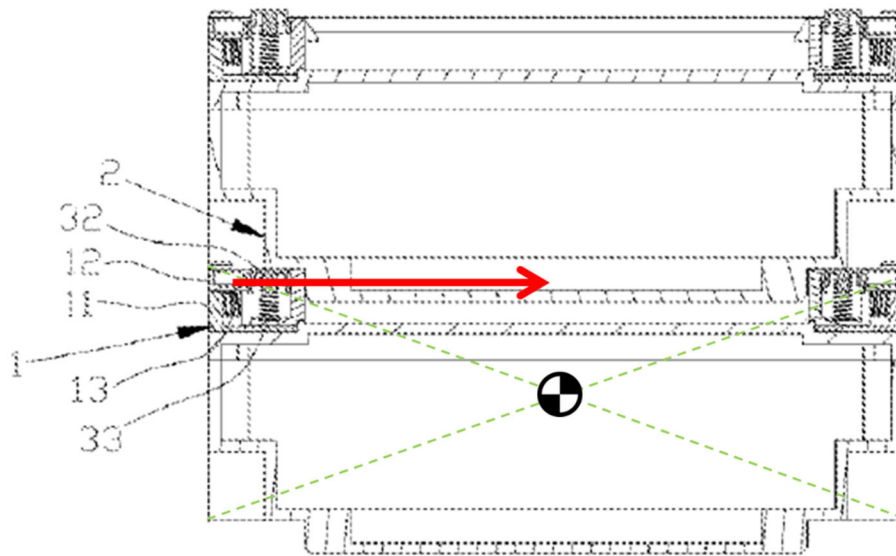


FIG. 2

19 Figure 2 (with graphics added). In this marked-up figure, an upper storage container is
20 atop a lower storage container, the center of which is indicated by green hashed lines and
21 a target. The direction of movement of a locking buckle on the lower container is indicated
22 by the red arrow. As indicated, the movement of locking buckle 122 is in a horizontal
23 direction near the upper surface of the lower storage container, but that direction of
24 movement is not "towards the center of the container" of the lower storage container and
25 therefore would not be encompassed by the claims under ToughBuilt's proposal.
26 Accordingly, ToughBuilt's proposed construction excludes a preferred embodiment of the
27 '946 patent, and is presumptively incorrect.

28 Because the claims themselves recite the direction of the locking buckle's

movement in clear and unambiguous terms (e.g., “inward with respect to the mounting part”), no further construction is necessary. ToughBuilt’s proposed construction rewrites the claims to make the term inconsistent, changes the direction of movement set forth by the patentee, adds ambiguity, ignores the express language of the claims, and reads out a preferred embodiment. ToughBuilt’s construction should be rejected.

This phrase is entitled to its plain and ordinary meaning, and no further construction is required.

2. **“A Locking Part Cooperating with the Locking Buckle” / “a Locking Part Configured ... to Cooperate with the Locking Buckle...” (Claims 1, 11, and 15)**

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	“the locking part containing a locking buckle”

A “locking part cooperating with the locking buckle” means exactly what it says: no construction is necessary. ToughBuilt, however, seeks rewrite the claims by replacing the words “cooperating with” with the word “containing.” But this is not what the claims require. ToughBuilt’s proposal conflicts with the intrinsic evidence and improperly seeks to import limitations from the specification into the claims.

The ’946 patent uses “cooperating with” in its normal, well-understood meaning. For example, the specification teaches that by “using the stopping part 3 to *cooperate with* the second connection part 2, the first connection part 1 and the second connection part 2 can be kept in the unlocked state.” ’946 patent at 9:8-11 (emphasis added). Figures 1-7 show stopping part 3 located on the bottom container and separate from (i.e., does not “contain”) second connection part 2, which is on the top container. For convenience, Figure 4 (showing first connection part 1 on the bottom container and second connection part 2 on the top container) and Figure 7 (showing that stopping part 3 on the bottom

container) are reproduced here:

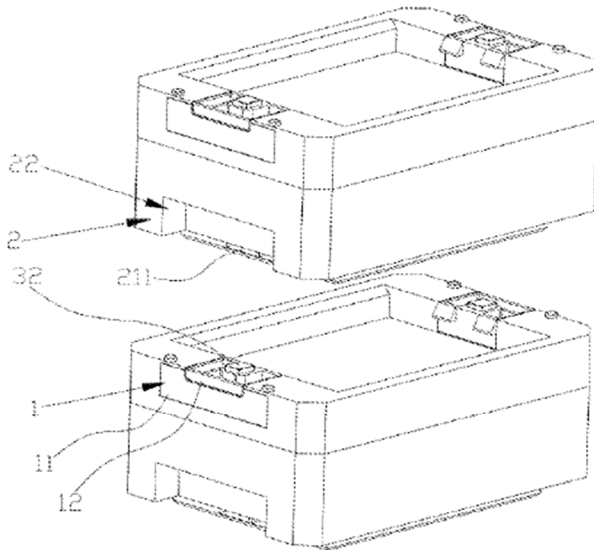


FIG. 4

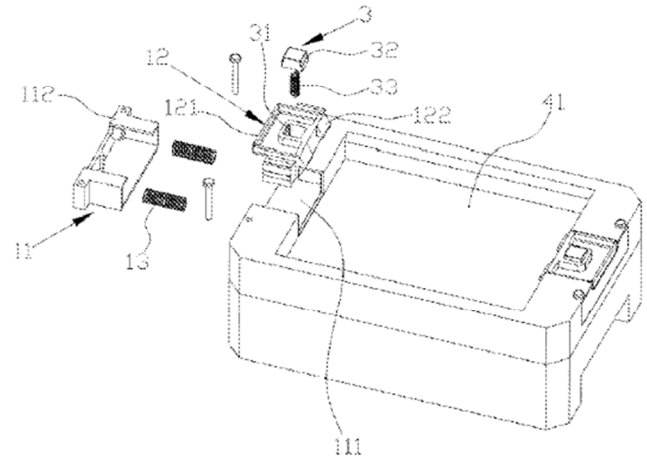


FIG. 7

Thus, the patentee used the term “cooperating with” in the specification and its use there was the ordinary and customary meaning of the term. As such, the patentee’s use of the same term in the claims should be treated in the same manner.

Thus, because the intrinsic evidence shows that “cooperating with” is used to convey its ordinary meaning, that plain ordinary meaning should apply here.

3. “Manual Movement” (Claims 1, 11, and 15)

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	“moved by a user touching and applying force”

“Manual movement” in claims 1, 11, and 15 appear in the larger phrase “manual movement of the locking part.” The ’946 patent distinguishes between automatic movement and manual movement for the locking part, the former caused by springs and the like, and the latter caused by actions of a user. “Manual movement” is readily understood in this context. ToughBuilt’s proposal is unduly limiting and would require a user to physically touch the item to be moved. But the ’946 patent contains no such limitations, and instead expressly teaches movement from a user’s *indirect* actions.

Regarding automatic movement of the locking part, the '946 patent explains, for example, that “the locking part 12 can be automatically kept in the locked state under the action of the first resilient member 13,” which in Figure 7 is shown to be a spring. '946 patent at 6:41-43.

In contrast, the '946 patent teaches that a user can manually move the locking part indirectly through movement of other components. For example, the patent explains that by pressing down on the upper storage box, the user causes the locking part on the lower storage box to move:

When it is necessary to lock two storage boxes up and down, press down the upper storage box to make it contact with the locking buckle 122 on the lower storage box, the locking buckle 122 on the lower storage box is squeezed to drive the locking part 12 to move towards the unlocking direction (i.e. away from the center of the storage box), at this time the first resilient member 13 compresses and accumulates force.

'946 patent at 8:19-26. By teaching that movement may be indirectly caused by the user the specification is dispositive on this issue. *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1325 (Fed. Cir. 2002) (“the specification is always highly relevant to the claim construction analysis. Usually, it is dispositive; it is the single best guide to the meaning of a disputed term.”) (*quoting Vitronics*, 90 F.3d at 1582).

“Manual movement” as used in the claims of the '946 patent has no meaning unique to the patent, and that term can be readily understood with no construction required – nor would it be proper to add the overly restrictive limitations sought by ToughBuilt.

4. “Stop Part” (Claims 1-6, 10-13, and 15)

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	Function: extending from retracted state with respect to locking path of locking part to prevent locking part from being automatically lockable and compressed

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by other storage box when the first
connection part is in a locked state with
the second connection part
Structure: 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
OR, if not MPF
A part which prevents passing of the
locking movement of the locking buckle
by contact with the mating portion along
the locking path.

21 A “stop part” is readily understood by those of skill in the art and needs no
22 construction. *See* ECF No. 10-5 at 2 (Dr. Pratt found that the “stop part” and all of the
23 other terms used in claim 1 of the ’946 patent are “are plain, ordinary, well-understood
24 terms when used in the field of engineering related to connection mechanisms, including
25 particularly by a [person of ordinary skill in the art] engaged in designing connection
26 mechanisms for storage containers.”).

27 As with the other claim terms addressed in this brief, the patentee neither acted as
28 his own lexicographer nor disavowed the full scope of the claim term in the specification

1 or during prosecution. Therefore “stop part” is entitled to its ordinary and customary
2 meaning as understood by a person of ordinary skill in the art. *Poly-America*, 839 F.3d at
3 1136.

4 Despite the absence of the key term “means,” ToughBuilt attempts to transform this
5 structural component into a means-plus-function limitation. According to 35 U.S.C.
6 § 112(f), claim elements “may be expressed as a means or step for performing a specified
7 function.” When an element is claimed using means-plus-function language, the element
8 “shall be construed to cover the corresponding structure, material, or acts described in the
9 specification and equivalents thereof.” *Id.* Given the statutory breadth afforded to means-
10 plus-function claiming, the Federal Circuit set forth guidelines for identifying when a
11 claim element should be treated as invoking § 112(f). If “the claim language includes the
12 term ‘means,’” the claim is presumed to include a means-plus-function limitation, whereas
13 “[t]he inverse is also true—[the Federal Circuit] presume[s] that a claim limitation is not
14 drafted in means-plus-function format in the absence of the term ‘means.’” *Dyfan, LLC*
15 *v. Target Corp.*, 28 F.4th 1360, 1365 (Fed. Cir. 2022). As claim 1 does not contain the
16 word “means,” the “stop part” term is presumptively not a means-plus-function term.

17 The presumption that a claim limitation is not drafted in means-plus-function
18 format in the absence of the word “means” may be “overcome if a challenger demonstrates
19 that the claim term fails to recite sufficiently definite structure.” *Id.* (cleaned up) (and
20 noting “the essential inquiry is not merely the presence or absence of the word ‘means,’
21 but whether the words of the claim are understood by persons of ordinary skill in the art
22 to have a sufficiently definite meaning as the name for structure.”). “Intrinsic evidence
23 ... can be informative in determining whether the disputed claim language recites
24 sufficiently definite structure.” *Id.* at 1365-1366. Here, not only did Dr. Pratt find that
25 “stop part” is well-understood by those of skill in the art, but the intrinsic evidence also
26 provides sufficiently definite structure. For example, the patent provides figures and
27 descriptions of stop part 3 setting forth definitive structures, such as in connection with
28

Figures 7 and 10:

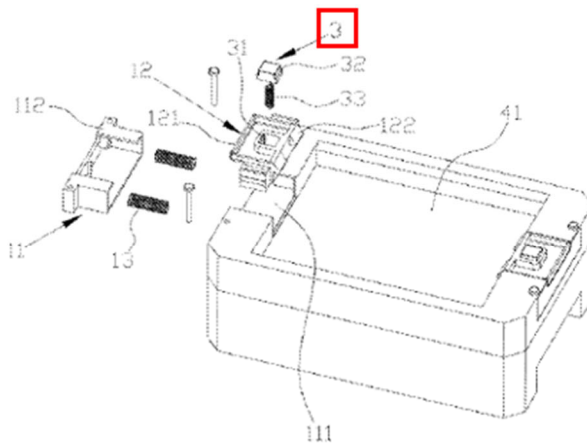


FIG. 7

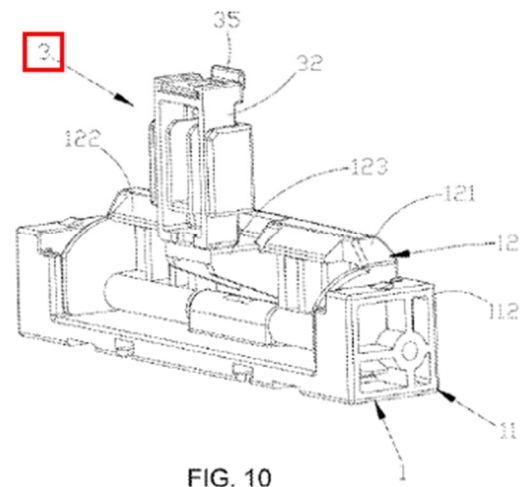


FIG. 10

'946 patent at Figs. 7, 10 (red graphics added) *see also id.* at 7:33-8:8, 9:37-10:14.

Moreover, during prosecution of the '946 patent, the Examiner treated the “stop part” as any other non-means-plus-function claim term. *See* Penner Decl., Ex. B at 17-18 (Office action that did not treat “stop part” as a means-plus-function claim term). Notably, the Examiner did not state that “stop part” was a means-plus-function term. *Id.* In this regard, the Manual of Patent Examination Procedures instructs Examiners to inform applicants if a claim term is being interpreted as a means-plus-function term. *See* MPEP (9th ed. Rev 01.2024) § 2181 (“A determination that a claim is being interpreted according to 35 U.S.C. 112(f) should be expressly stated in the examiner’s Office action.”); *see also* *Arthrex, Inc. v. Parcus Med., LLC*, No. 2:22-cv-19-JLB-NPM, 2023 U.S. Dist. LEXIS 113885, at *10 (M.D. Fla. June 30, 2023) (“While the USPTO’s failure to find that Section 112(f) applies is not binding on the Court, it is certainly instructive given the thoroughness and specialized knowledge with which the USPTO undertakes patent examinations.”). ToughBuilt’s proposal that “stop part” should be interpreted as a means-plus-function claim term simply lacks support.

Compounding its errors, ToughBuilt’s asserted function of “stop part” in its flawed means-plus-function proposal is incorrect and overly complicated. In this regard, if “stop part” was to be found to be governed by 35 U.S.C. § 112(f) (and it should not be), then its

1 function would simply be “to prevent motion.” But by requiring the “stop part” to extend
2 and retract in certain configurations, ToughBuilt’s proposal improperly conflates function
3 with structure. *See JVW Enters. v. Interact Accessories, Inc.*, 424 F.3d 1324, 1330 (Fed.
4 Cir. 2005) (“Determining a claimed function and identifying structure corresponding to
5 that function involve distinct, albeit related, steps that must occur in a particular order. In
6 short, function must be determined before corresponding structure can be identified.”).
7 Additionally, by requiring the function of the stop part includes being “compressed by
8 other storage box” when in a locked state (a limitation that is not otherwise recited in the
9 claims), ToughBuilt’s proposal also improperly violates claim construction principles by
10 requiring a function “not recited explicitly in the claim but rather relat[ing] to a working
11 embodiment disclosed in the [‘946] patent's written description.” *Id.* at 1331 (identifying
12 “two tenets governing the determination of function in a means-plus-function limitation”
13 as “a court may not construe a means-plus-function limitation by adopting a function
14 different from that explicitly recited in the claim” and “a court errs by importing the
15 functions of a working device into the specific claims, rather than reading the claims for
16 their meaning independent of any working embodiment”) (cleaned up). In short,
17 ToughBuilt’s proposed means-plus-function construction cannot be correct for at least the
18 reason that its proposed function is incorrect and violates claim construction principles.

19 ToughBuilt’s fallback position fares no better. ToughBuilt’s alternative position,
20 which seeks to construe “stop part” as a “part which prevents passing of the locking
21 movement of the locking buckle by contact with the mating portion along the locking
22 path,” improperly imports limitations from the specification into the claims. *See Teleflex*,
23 299 F.3d at 1326 (“the claims must be read in view of the specification ..., but limitations
24 from the specification are not to be read into the claims”); *Specialty Composites v. Cabot*
25 *Corp.*, 845 F.2d 981, 987 (Fed. Cir. 1988) (“Where a specification does not *require* a
26 limitation, that limitation should not be read from the specification into the claims.”). As
27 one example, ToughBuilt’s proposal requires the stop part to contact the mating portion,
28 but this extra limitation imports limitations from one embodiment to exclude other

embodiments, such as those in which the stop part is not in direct contact with the mating part, as described in the specification:

when the first connection part 1 and the second connection part 2 are in the keep unlocked state, the locking buckle 122 does not interfere with the mating part 21, and ***the stopping part 3 snaps with the recessed part 22. In other embodiments***, when the first connection part 1 and the second connection part 2 are in the unlocked state, ***the stopping part 3 can be directly held with the mating part 21.***

'946 patent at 7:48-54 (emphasis added); *see also* Fig. 5 (depicting recessed part 22 and mating part 21). Further, ToughBuilt's proposal interjects the term "the mating portion" into claim 1 with no antecedent basis, as the term "a mating portion" is not introduced in the claims until claim 4. *See* '946 patent cl. 1, 4.

Because a "stop part" is readily understood by those of skill in the art as demonstrated by Dr. Pratt's expert report (ECF No. 10-5 at 2) from earlier in the case, and the patentee neither acted as his own lexicographer nor disavowed the full scope of the claim term in the specification or during prosecution, "stop part" needs no construction.

5. **"Compressed" / "Compressed State" (Claims 1 and 3-5)**

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	"Shortened from its normal length along an axis by application of force along that axis"

The terms "compressed" and "compressed state" are used with different subjects in different claims. In all cases, the terms are readily understandable and need no further construction. Read in context with the claims, ToughBuilt's proposal is demonstrably incorrect.

First, the terms at issue must be considered in the context of the surrounding words of the claims. *See Teleflex*, 299 F.3d at 1324 ("We begin our claim construction analysis, as always, with the words of the claim.") "Compressed" and "compressed state" are used

1 in context with a stop part, a second resilient member, a torsion spring. '946 patent at
2 claims 1 (“the stop part is retractable, said stop part being extended when ... and said stop
3 part being compressed when ...”), 3 (“said stop part is accommodated in said holding slot
4 in a compressed state”), 4 (“said second resilient member is compressed; when said stop
5 part is biased outward”), and 5 (“said stop part extends out of said holding slot and when
6 said torsion spring is compressed”). The plain language of the claims is clear – an object
7 is “compressed” or in a “compressed state” when exposed to compression pressure. No
8 construction is required to reach this result.

9 The specification further supports this conclusion. For example, the specification
10 teaches that the “stop part is retractable, said stop part extending when said first connection
11 part and said second connection part are in a hold unlocked state, and said stop part
12 compressing when said first connection part and said second connection part are in a
13 locked state.” '946 patent at 2:10-14. As another example, in connection with Figure 19,
14 the specification teaches that stopper 3000 includes card block 1036 having first end 1036a
15 and second end 1036b. '946 patent at 13:1-13. The specification further teaches that “the
16 first end 1036a has a force surface” and that “[t]he force surface is used to receive
17 **compression from the mating part 1021 or for manual pressure by the user.**” '946 at
18 13:10-19 (emphasis added). Thus, the claims and specification are consistent with using
19 “compression” in its normal manner: i.e. application of a compressive force.

20 ToughBuilt’s proposed construction imports unnecessary limitations into the
21 claims, as no shortening is required. For example, the patent provides an example of
22 operation in which two storage boxes are being stacked and downward pressure is applied
23 to the upper storage box. '946 patent at 10:15-36. As part of that description, the patent
24 explains: “It should be noted that during this process, the upper storage box is pressed
25 down, the **card block 32 is squeezed and compressed** by the stopper 123, the **second**
26 **resilient member 33 compresses** and accumulates force, and the stopper 123 and the card
27 block 32 are always held against the upper and lower.” *Id.* at 10:31-36 (emphasis added).
28 While second resilient member 33 is described as a spring, and therefore may shorten

when receiving a compressive force, card block 32 is not a spring and is not described as shortening when compressed. Figures 13 and 14 depict these components, which are part of stopping block 3:

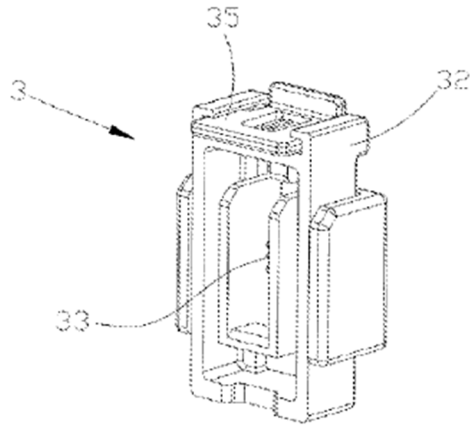


FIG. 13

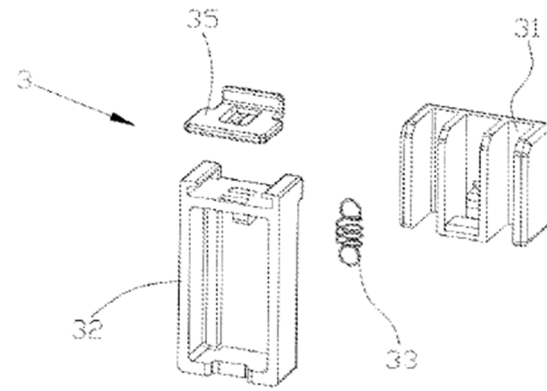


FIG. 14

Thus, by seeking to construe “compression” to require shortening, ToughBuilt is again improperly attempting to read limitations from the specification into the claims. *See Teleflex*, 299 F.3d at 1326; *Specialty Composites*, 845 F.2d at 987.

Because “compressed” and “compressed state” are used with their ordinary meanings in the claims of the ’946 patent, no construction is necessary.

B. The ’689 Patent

1. “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...” (Claim 1)

Meridian	ToughBuilt
No construction necessary. Plain and ordinary meaning should apply.	“The ‘wherein’ clause beginning ‘wherein upon user actuation’ renders the claim indefinite for improperly combining method steps with an apparatus claim.”

Claim 1 of the ’689 patent recites, in simple and readily understandable language,

1 a stackable system with a first storage container having a locking groove and a second
2 storage container having a sliding mechanism. '689 patent at cl. 1. Claim 1 further recites
3 the position of the sliding mechanism in two different configurations:

4 wherein a portion of the sliding mechanism extends laterally away from a side
5 surface of the second container when the sliding mechanism is disengaged
6 from the locking groove and wherein the portion of the sliding mechanism is
7 coplanar with the side surface of the second container when the sliding
8 mechanism is engaged with the locking groove.

9 *Id.* Nothing in this recitation is unclear or requires further construction. Moreover,
10 ToughBuilt's assertion that the claim recites "wherein upon user actuation." (Penner Decl.
11 Ex. A at 8) is not supported by the claim language.

12 Claim 1 describes physical components, not the performance of steps, and therefore
13 claim 1 is a system claim and not a method claim. *Jazz Pharms., Inc. v. Avadel CNS*
14 *Pharms., LLC*, 60 F.4th 1373, 1379 (Fed. Cir. 2023) ("method claims require the
15 performance of steps; claims that describe physical components of a whole are system, or
16 apparatus, claims"). For example, claim 1 describes the position of the sliding mechanism
17 in two configurations: "when the sliding mechanism is disengaged from the locking
18 groove" and "when the sliding mechanism is engaged with the locking groove." '689
19 patent at cl. 1. Claim 1 does not recite the performance of steps, such as "disengaging the
20 sliding mechanism from the locking groove" or "engaging the sliding mechanism with the
21 locking grove." Thus, there is no merit to ToughBuilt's suggestion that the claim is
22 indefinite for combining method steps with an apparatus claim. *See INVT SPE LLC v.*
23 *Int'l Trade Comm'n*, 46 F.4th 1361, 1371 (Fed. Cir. 2022) (explaining the difference
24 between the infringement of non-method claims reciting capabilities and the non-
25 infringement of method claims requiring the performance of those capabilities).

26 This claim term needs no construction and is recited in support of a system claim.
27
28

2. **“Sliding Mechanism Is Coplanar” (Claim 1)**

<u>Meridian</u>	<u>ToughBuilt</u>
No construction necessary. Plain and ordinary meaning should apply.	“at least one surface of the slider is on the same plane as at least a portion of the side of the second container”

This term appears in the same portion of claim 1 as the prior term. Specifically, the term appears in the phrase “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.” ’689 patent at cl. 1. As noted above, no term in this phrase requires construction to be understood (by a juror or by one of ordinary skill in the art). ToughBuilt, however, seeks to improperly rewrite this claim by substituting one structural element for a different structural element.

The claim means what it says: when the sliding mechanism is engaged with the locking groove, a portion of the sliding mechanism is coplanar with the side surface of the second container. The Examiner relied this recitation in her statement for reasons of allowance, noting among other things that the “[prior art] does not teach ... 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.” Penner Decl., Ex. C at 27.

ToughBuilt seeks to rewrite the claims by replacing “the sliding mechanism” (which has reference number 100 in the patent) with “the slider” (which has reference number 30 in the patent) in claim 1. But the “slider” is not recited in the claims until claim 2 (*see* ’689 patent, claim 2), so there is no antecedent basis for the “slider” in claim 1 to support ToughBuilt’s proposal. *See NTP, Inc. v. Research In Motion, Ltd.*, 418 F.3d 1282, 1306 (Fed. Cir. 2005) (construing claim term employing definite article “the” as requiring an antecedent basis); *Sci. Applications Int’l Corp. v. United States*, 169 Fed. Cl. 643, 700 (2024) (explaining that the indefinite article “a” before a claim term provides antecedent basis for a later use of the definite article “the” with the claim term). Moreover, claim 3

1 recites in part that in a certain configuration “the side surface of the slider is coplanar with
2 the side surface of the second container.” ’689 patent at cl. 3. The patentee certainly knew
3 how to draft claim 1 in a manner to convey the narrow construction offered by ToughBuilt,
4 but chose to pursue a broader claim (which the Examiner allowed). There is no reasonable
5 rationale to accept ToughBuilt’s proposal and unnecessarily narrow the claims.

6 The claim terms are clear and mean what they say. No further construction is
7 needed.

8 **C. Claim Constructions to Which the Parties Agree**

- 9 • “other storage box” appearing in the claims of the ’946 patent is entitled to its
10 plain and ordinary meaning, and is used interchangeably with “another storage
11 box” appearing in claims 1 and 11.
- 12 • “mounting part” appearing in the claims of the ’946 patent is entitled to its plain
13 and ordinary meaning, and that one of ordinary skill in the art would understand
14 that “mounting part” is used interchangeably with “mounting body” appearing
15 in claims 1 and 11 of that patent.

16 **VI. CONCLUSION**

17 Each of the claim terms before the Court are written in language that is well-
18 understood by those of skill in the art (if not jurors) and need no further construction.
19 These terms should be accorded their plain and ordinary meanings.

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the Electronic Service List for this case.

Executed on June 9, 2025.

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