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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
RESPONSIVE CLAIM
CONSTRUCTION BRIEF**

Hon. John W. Holcomb

ToughBuilt EX1027
ToughBuilt v. Meridian
IPR2025-01461

8:24-cv-01840-JWH-JDE

TOUGHBUILT'S RESPONSIVE CLAIM CONSTRUCTION BRIEF

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I. INTRODUCTION—OVERVIEW OF THE '946 PATENT

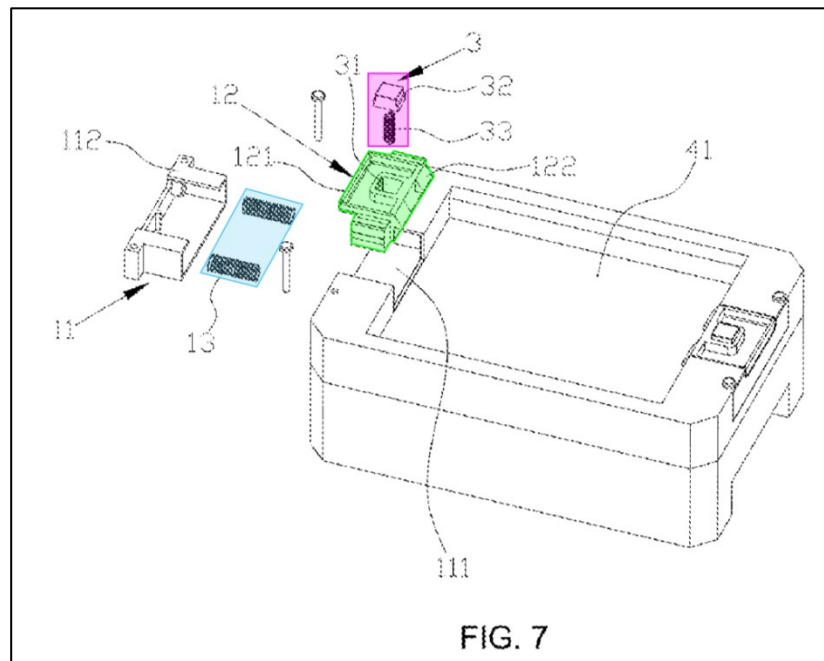
The parties have narrowed their dispute to four terms in the '946 Patent. The dispute on these terms is better understood in the context of the '946 Patent disclosure generally. The patent is directed to a mechanism for connecting two storage containers (e.g., toolboxes), where they are vertically stacked on each other. Although the patent discloses three to four “embodiments,” the relevant latching mechanism and the method of attaching the boxes is the same. In particular, the latching mechanism is similar to how a door latch works. For a door, there is typically a spring-loaded bolt with a beveled end. When a user closes the door, the strike plate on the door frame strikes the beveled end of the bolt, pushing the bolt back into the door frame (the spring is compressed) until the bolt is aligned with the opening in the strike plate. At that point, the bolt springs out to enter the strike plate opening and latch the door closed. When a user wants to open the door, they turn the knob to retract the bolt (compress the spring) until the bolt clears the strike plate.

The '946 Patent mechanism works much the same way. As described in the claims and the specification, and as reflected in the figures, the lower box has a spring-loaded “locking part” that includes a beveled end, called the “locking buckle.” The locking part is mounted in a “mounting body” or “mounting part” that sits on the edge or perimeter of the lower box facing inward. As reflected in Figure 7 below, the locking part is configured to slide on a horizontal plane and is “biased” (by the springs) to slide inward, towards the center of the box. The locking part also includes one component different from an ordinary door bolt. It has a spring-loaded “stop part,” which is configured to move vertically, and is biased by a spring to extend outward, like a “jack-in-the-box.”

The bottom of the top box has a “mating part interlockable with the locking buckle.” When a user presses the top box onto the lower box to lock them together, two relevant things happen. First, the spring of the stop part is compressed and the

stop part retracts into its slot. Second, as with a door, the locking part (with the beveled locking buckle on its end) is initially forced outward by the bottom of the top box, but then springs back inward when it is aligned with the mating (female) part on the top box. This locks the boxes together, similar to how the spring-loaded bolt on a door locks the door closed.

To disconnect the boxes, the user manually pulls the locking part outward, so that the locking part disengages from the mating part. When sufficiently pulled out, the top box is no longer compressing the stop part into its slot. At that point, the stop springs outward (like a jack-in-the-box). This action then prevents the locking part, which is being biased inward by the springs, from re-engaging with the mating part (because the stop part contacts the side of the upper box as the locking part attempts to move inward). All of this is illustrated in Figure 7 below, where 12 is the locking part (with springs 13 pushing it inward), 122 is the locking buckle (the beveled end of the locking part), 3 is the stop part (with spring 33 pushing it upward), and 112 is the mounting body.



II. CLAIM CONSTRUCTIONS ON WHICH THE PARTIES AGREE

Claim Term	Construction
“other storage box” (’946 Patent)	Plain and ordinary meaning, and is used interchangeably with “another storage box”
“mounting part” (’946 Patent)	Plain and ordinary meaning, and is used interchangeably with “mounting body”
“slot” (’946 Patent)	Plain and ordinary meaning, not indefinite
“a locking part cooperating with the locking buckle” / “a locking part configured ... to cooperate with the locking buckle” (’946 Patent)	“a locking part including a locking buckle”
“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” (’689 Patent)	Plain and ordinary meaning, not indefinite
“wherein the portion of the sliding mechanism is coplanar” (’689 Patent)	Plain and ordinary meaning

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

The parties dispute the meaning of “configured to slide inward” in claims 1 and 11 of the ’946 Patent. The claims recite that the “locking buckle is configured to slide inward with respect to the mounting part so that the locking buckle is automatically lockable with the mating part of the other storage box” In its opening brief, ToughBuilt pointed out that, based on both the claim language and the specification, “inward” must mean toward the center of the box (on a two-dimensional plane). This is the only construction that makes sense; otherwise, the term reads out every disclosed embodiment. Further, clarifying the meaning of “inward” is important because in the accused boxes, the alleged locking buckles (*i.e.*, the cleats (or a portion of them)) move away from the center of the box to effect locking.

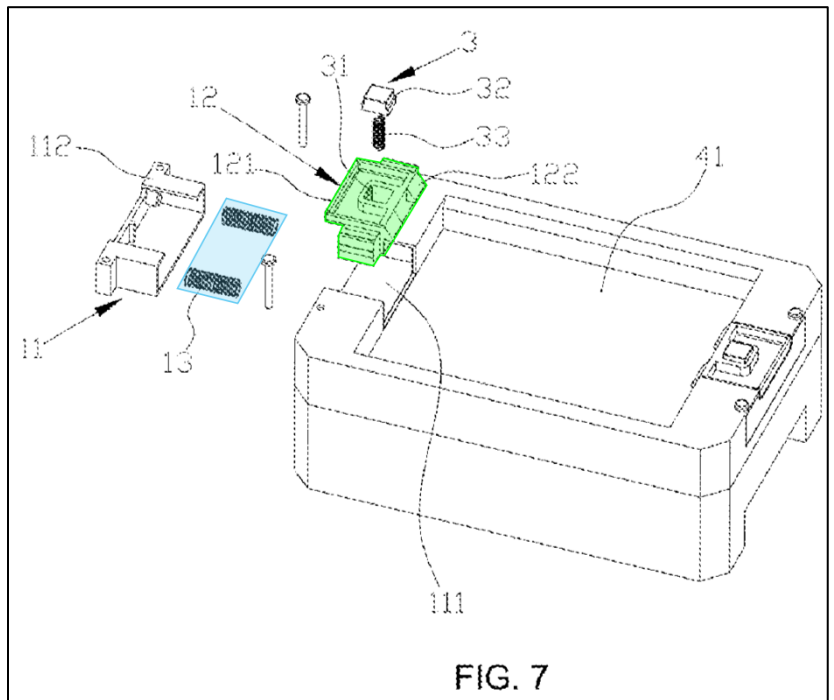
There should be no dispute that “inward” means toward the center of the box. The ’946 Patent expressly refers to the “unlocking direction” as “away from the center of the storage box” (*e.g.*, ’946 Patent (ECF No. 1-1) at 8:24), meaning the locking direction must be “towards the center of the box.” *See also id.* at 8:37-38 (explaining that to unlock, the user must “pull the locking part . . . outward”). Indeed, Meridian’s expert for the preliminary injunction motion—Dr. Pratt—applied this construction in his infringement analysis. More specifically, recognizing that the cleats on the accused ToughBuilt boxes move **outward** for locking, he conceded that he could only find infringement if he forced the cleats outward before stacking the boxes. When the cleats are forced out beforehand, they initially move inward (*i.e.*,

1 toward the center of the box) as the boxes are stacked, before springing back outward
2 to lock. Pratt Dep. (ECF No. 32-2) at 50:14-65:25 (admitting this is not the normal
3 or intended use).

4 Nevertheless, Meridian now argues that no construction is necessary, and that
5 the meaning of the claim is clear (though it does not explain what the term means).
6 Meridian argues that “ToughBuilt’s proposal also reads out a preferred embodiment
7 from the claims.” ECF No. 92 at 11:1-27.

8 Meridian’s arguments are wrong. To the extent “configured to slide inward”
9 means anything *other* than sliding toward the center of the box, that construction
10 would read out *all embodiments* in the ’946 Patent. More specifically, the ’946 Patent
11 uniformly discloses the locking part moving *away* from the mounting body but

12 towards the center of the
13 box to perform locking.
14 This is reflected, for
15 example, in Figure 7 where
16 springs 13 (blue) are in the
17 mounting body 112 and
18 bias/push locking part 12
19 (green) away from the
20 mounting body towards the
21 center of the box to effect
22 locking. This is explained
23 in the specification:



24 Further, as shown in FIG. 7, in this embodiment, the first
25 resilient member 13 is located between the locking body
26 121 and the mounting body 112, so that the locking part 12
is automatically kept in the locked state by the action of the
first resilient member 13.

27 ’946 Patent at 7:21-25.

1 Accordingly, if the mounting body/part and locking buckle are considered in
2 isolation, then locking is accomplished only when the locking buckle moves *away*—
3 outward—from the mounting body (like the bolt on a door move out from the door
4 to lock with the door frame). But the claim says that the locking buckle slides
5 “inward” to effect locking. If “inward” means the locking buckle retracts into the
6 mounting body, then the claim language reads out all disclosed embodiments—there
7 is no embodiment in which the locking buckle slides inward/into the mounting body
8 to effect locking. Just as significantly, it renders the claimed invention non-enabled
9 and nonsensical—there is no disclosure of how the locking buckle can accomplish
10 locking if its move into the mounting body.

11 “Sliding inward” to effect locking only makes sense and is only enabled if
12 “inward” means towards the center of the box. And this is consistent with all
13 embodiments because, in all embodiments, the mounting body is on the perimeter of
14 the container facing inward (*i.e.*, towards the middle of the box), and the locking
15 buckle moves further inward (and away from the mounting body) to lock. *See* ’946
16 Patent at 8:19-26 (first embodiment) (referring to the unlocking direction as being
17 “away from the center of the storage box”), 10:16-36 (second embodiment) (same),
18 13:37-46 (third embodiment) (same). In other words, if the mounting body is used as
19 the reference—as the claim requires—the locking buckle is configured to slide
20 inward (and away from the mounting body) toward the center of the box when
21 moving in the “locking direction” (and vice-versa). There is no disclosure of the
22 locking buckle ever moving away from the center of the box to accomplish locking.

23 In this context, it is clear that Meridian’s arguments have no merit. First,
24 Meridian argues that the claim language is clear, because it recites that the “locking
25 buckle is “configured to slide inward *with respect to the mounting part.*” ECF No.
26 92 at 10:12-28. While true, the ambiguity remains—what does “inward” mean in the
27 context of the patent disclosure? As discussed above, “inward” only makes sense if
28

1 it is toward the center of the box.

2 Second, Meridian argues that replacing the claim term with “designed to slide
3 inwards toward the center of the container” renders the claim incomprehensible. In
4 particular, Meridian argues that “the locking buckle is designed to slide toward the
5 center of the container with respect to the mounting part” is incomprehensible. *Id.*
6 But that language makes perfect sense if, as disclosed, the mounting part is on the
7 perimeter of the container facing inwards. Indeed, the language is incomprehensible
8 without such clarification, because in all embodiments the locking buckle moves
9 away (*i.e.*, outward) from the mounting part to effect locking. Third, Meridian argues
10 that ToughBuilt reads out a preferred embodiment from the claims. *Id.* at 11:1-27.
11 But as discussed above, this is simply wrong. In all embodiments, the locking buckle
12 moves toward the center of the containers *on a two-dimensional plane* to effect
13 locking.

14 Meridian’s argument on this last point is silly. In essence, it argues that
15 ToughBuilt’s construction reads out embodiments because the locking buckles are
16 not moving towards the “center” of the box in a *three-dimensional* sense. Under
17 Meridian’s reasoning, because the mounting buckle is at the top of the bottom
18 container, it is moving toward the “center” of the container only if it moves
19 diagonally downwards. This is being overly-literal—the locking buckle moves
20 toward the center of the container on the plane on which it moves. Meridian’s
21 argument is analogous to arguing a person on the 40th floor of a 40-story building is
22 not moving toward the center of the building if they move to the center of the floor.
23 According to Meridian, such a person can move towards the center of the building
24 only if they move diagonally downwards towards the center of the 20th floor. This is
25 contrary to common parlance and, at least as importantly, is inconsistent with the
26 ’946 Patent, which describes the unlocking direction as “away from the center of the
27 storage box.” ’946 Patent at 8:24. For the reasons above, ToughBuilt’s proposed
28

construction, which is necessary to make sense of the claim, should be adopted.

B. “stop part”

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

ToughBuilt’s Construction	Meridian’s Construction
Governed by 35 U.S.C. § 112(f) Function: 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; 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 Alternatively, if not a means-plus-function term, then a “part that prevents the locking buckle from automatically locking with the mating part.”	Plain and ordinary meaning

The parties dispute whether “stop part” should be construed as a means-plus-function element under 35 U.S.C. § 112(f) and, if it construed under § 112(f), the relevant function.

1. The Issue is Whether the Claim Language Itself Conveys a Definite Structure.

Under 35 U.S.C. § 112(f), “[a]n element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof.” When such “functional” claiming is used, the “claim shall be construed to cover the corresponding structure, material,

1 or acts described in the specification and equivalents thereof.” *Id.*

2 A limitation can be a means-plus-function element under § 112(f) even if it
3 does not use the word “means.” Although failure to use the word “means” creates a
4 presumption that § 112(f) does not apply, the Federal Circuit has made clear that this
5 presumption is not a strong one and may be overcome without a heightened
6 evidentiary showing. *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1349 (Fed.
7 Cir. 2015).

8 Meridian does not dispute that whether § 112(f) applies to “stop part” turns on
9 whether the claim language, on its own, conveys a “definite structure” to a person of
10 ordinary skill in the art (a “POSITA”)—the “essential inquiry is not merely the
11 presence or absence of the word “means,” but ***whether the words of the claim are***
12 ***understood by persons of ordinary skill in the art to have a sufficiently definite***
13 ***meaning as the name for structure.*”** ECF No. 92 at 16:9-15 (quoting *Dyfan, LLC*
14 *v. Target Corp.*, 28 F.4th 1360, 1365 (Fed. Cir. 2022) (emphasis added). In
15 *Williamson*, for example, the court held that a claim element for a “distributed
16 learning control module for receiving communications” was a means-plus-function
17 element because the words did not define a sufficiently definite structure.
18 *Williamson*, 792 F.3d at 1351. This same reasoning has been applied in numerous
19 cases where “means” was not used but the claim language did not convey a definite
20 structure. *E.g.*, *Kyocera Senco Indus. Tools, Inc. v. Int’l Trade Comm’n*, 22 F. 4th
21 1369, 1380 (Fed. Cir. 2022) (holding that “lifter member” was a means-plus-function
22 term because it did not “have ‘a sufficiently definite meaning as the name for a
23 structure’”); *Team Worldwide Corp. v. Intex Recreation Corp.*, No. 2020-1975, 2021
24 WL 4130634, *4-7 (Fed. Cir. Sept. 9, 2021) (holding “pressure control assembly” to
25 be a means-plus-function element); *Mas-Hamilton Grp. v. LaGard, Inc.*, 156 F.3d
26 1206, 1214-15 (Fed. Cir. 1998) (holding that in a lock patent, a “lever moving
27 element for moving the lever from its disengaged position,” and a “movable link
28

1 member for holding the lever out of engagement with the cam surface before entry
2 of a combination and for releasing the lever after entry of the combination” were
3 means-plus-function elements because there was no evidence that they had a “well-
4 understood structural meaning in the art”).

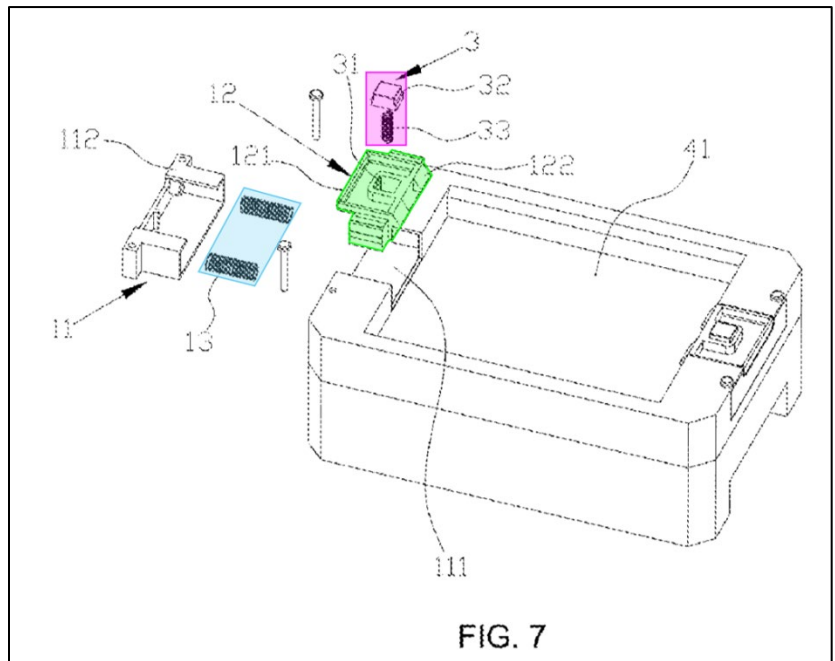
5 **2. “Stop Part” Does Not Have a Sufficiently Definite**
6 **Meaning as the Name of a Structure.**

7 This same reasoning applied in the cases above also applies to “stop part.”
8 There is no evidence that a “POSITA” would understand “stop part” to convey a
9 definite structure. Indeed, there is evidence to the contrary. *See, e.g.,* McCarthy
10 Decl. (Dkt. 32-8) ¶ 96 (opining that the term has no structural meaning). “Part” is a
11 generic nonce word that has no structural significance. Similarly, “stop” in this
12 context does not convey structure. At most, it describes a function of the stop part—
13 to stop or prevent the locking part from engaging with the mating part. Further,
14 nothing in the surrounding claim language conveys a definite structure for the stop
15 part. Instead, the claim simply conveys the functions that the stop part performs. In
16 particular, the stop part “projects outward with respect to a locking path of the locking
17 part . . .,” is “extended when said first connection part is in a holding unlocked state,”
18 and is “compressed when said first connection part is in a locked state . . .” In simpler
19 language, the stop part extends to prevent locking and is compressed to allow locking.
20 None of the claim language conveys a “definite structure” to a POSITA. *Cf. Regents*
21 *of Univ. of Minn. v. AGA Med. Corp.*, 717 F.3d 929, 940-41 (Fed. Cir. 2013) (district
22 court held, and parties did not dispute on appeal, that “a self-expanding structure
23 exhibiting a spring-like behavioural component for moving the member between a
24 compressed orientation . . . and an expanded orientation” was a mean-plus-function
25 element with the function being “moving the member from a compressed orientation
26 to an expanded orientation”).
27
28

3. Meridian's Arguments are Inapposite.

Meridian's arguments against mean-plus-function treatment miss the point. First, Meridian argues that stop part "is entitled to its ordinary and customary meaning as understood by a person of ordinary skill in the art." Dkt. No. 92 at 15:27-16:3. In that regard, it notes that Dr. Pratt concluded that all terms in claim 1 are "plain, ordinary, well-understood terms" *Id.* at 15:21-26. Neither Meridian nor Dr. Pratt however, explain, or even try to explain, the meaning of "stop part" in terms of **structure**. There is no question that the **function** of the stop part is clear from the claim language. Simply because the function of the stop part is clear does not mean, however, that the claim language conveys a "definite structure" to a POSITA. It does not.

Indeed, Dr. Pratt's analysis proves the point. In opining that the claim language reads on the accused boxes, Dr. Pratt focused entirely on the **function** described for the stop part. *See* Pratt Decl. (Dkt No. 10-8) at Exh. 3, pp. 17-25 (purportedly mapping stop part



language on to ToughBuilt's boxes). At no point did he opine that the term conveys structure in itself. Further, any contention that "stop part" conveys a "definite structure" is contradicted by the fact that Dr. Pratt maps "stop part" onto a fundamentally different structure in the accused boxes from that disclosed in the patent. In the patent, the "stop part" is disclosed as a spring-loaded button that, when

1 the locking part assembly is pulled outward, springs upward (like a “jack-in-the-
2 box”) to prevent the locking part mechanism from sliding back inward. In Figure 7
3 above, for example, the stop part is part 3 (pink) and the locking part is part 12
4 (green).

5 Consistent with the claim language, when the stop part is extended, and is
6 outside the perimeter of the upper box, locking part 12 cannot push inwards to lock
7 because it is blocked by the stop part 3 (which is extended). In contrast, when the
8 upper box is stacked on the lower box, the stop part is compressed (more accurately
9 the spring 33) and locking part 12 of the lower box is released/pushed by the springs
10 13 (blue, above) into the mating part on the upper box.

11 This disclosed “jack-in-the-box”-type structure for the stop part in the ’946
12 Patent is fundamentally different from what Meridian claims to be the “stop part” on
13 the accused ToughBuilt boxes. According to Dr. Pratt and Meridian in one
14 infringement read, in the ToughBuilt box, the “stop part” is “comprised of a
15 horizontal bar, with guide grooves, attached to the slide switch,” as pictured below.
16 Pratt Decl. (Dkt No. 10-8) at Exh. 3, pp. 19, 22.



As can be seen, these structures are not plausibly similar to what is disclosed in the patent. Dr. Pratt’s infringement contentions are thus convincing evidence that “stop part” does not convey a “definite structure” to a POSITA.

Meridian also points out that the specification “provides figures and descriptions of stop part 3 setting forth definitive structures, such as in connection with Figures 7 and 10.” ECF No. 92 at 16:24-17:11. This misses the point. There is no dispute that the specification discloses structures for the claimed stop part (indeed those are part of ToughBuilt’s construction). But, as discussed above, the issue is whether the *claim language* conveys a definite structure, not whether the

1 specification discloses such a structure. *See MTD Prods. Inc. v. Iancu*, 933 F.3d 1336,
2 1338 (Fed. Cir. 2019) (“We conclude that the Board erred by conflating
3 corresponding structure in the specification with a structural definition for the term .
4 . .”—holding that “mechanical control assembly” was a means-plus-function term
5 regardless of whether term was associated with structure in the specification). The
6 analysis has two parts. The first question is whether the ***claim language*** conveys a
7 definite structure to a POSITA. If not, then the claim term should be considered a §
8 112(f) element. At that point, the court must look to the specification to identify the
9 structures disclosed in the specification for performing the recited functions, since
10 the claim element, by statute, is limited to those structures and their equivalents. If
11 disclosing a structure in the specification for a functional claim term meant that claim
12 term was not a means-plus-function term, then the only means-plus-function terms
13 would be those which were indefinite because there was no corresponding structure.
14 This circular reasoning is not the law.

15 Meridian also notes in its brief that the examiner did not consider “stop part”
16 to be a means-plus-function term during examination. ECF No. 92 at 17:12-25. But
17 claim construction is an issue of law, and an examiner’s construction is entitled to no
18 weight. *E.g., Team Worldwide Corp.*, 2021 WL 4130634 at *6, n.8 (“We also reject
19 TWW’s argument that the examiner’s silence during prosecution with respect to
20 applicability of § 112(f) to ‘pressure control assembly’ is entitled to weight in our
21 analysis.” and affirming Board decision that “pressure control assembly” should be
22 construed under § 112(f) because it does not convey a definite structure).

23 **4. The Relevant Function is Recited in the Claims.**

24 Finally, Meridian argues that, even if “stop part” is construed under § 112(f),
25 the function should simply be “to prevent motion.” ECF No. 92 at 17:26-18:18. The
26 parties agree, however, that the function should be based on the claim language.
27 Although awkwardly written, claims 1 and 11 of the ’946 Patent recite two functions
28

1 for the stop part: (1) “project[ing] outward with respect to a locking path of the
2 locking part [so that] said locking part is not automatically lockable, [and] . . . is in a
3 state of remaining unlocked”; and (2) “being compressed when said first connection
4 part is in a locked state with said second connection part.” In simpler terms, the stop
5 part functions are to extend to prevent the locking part from being automatically
6 lockable, and to be compressed when said first connection part is in a “locked” state.
7 Meridian argues that ToughBuilt’s proposal “improperly conflates function with
8 structure.” *Id.* But extending to prevent locking, and compressing to allow locking,
9 do not connote structure—they describe functions. The *Interact Accessories* decision
10 cited by Meridian does not support its position. In that case, the patent claim recited
11 only the function of “lockably receiving a video game controller in fixed position.”
12 *JVW Enters., Inc. v. Interact Accessories, Inc.*, 424 F.3d 1324, 1327 (Fed. Cir. 2005).
13 The Federal Circuit held that the district court’s interpretation of the function as
14 including the “interlacing of fitting parts into each other” improperly imported
15 structure (*i.e.*, the “interlacing of parts into each other”) from the specification into
16 the description of the function. *Id.* at 1330. In contrast, extending to prevent
17 automatic locking, and retracting to allow such locking, are not descriptions of
18 structure—they describe the function of the “stop part.” At the very least, the
19 function should be “preventing the locking buckle from automatically locking with
20 the mating part,” which is consistent with ToughBuilt’s alternative (non-§ 112(f))
21 proposal. In either case, the corresponding structure is the same.

22 For at least the reasons above, “stop part” should be construed as a means-
23 plus-function element under 35 U.S.C. § 112(f), with the recited functions and
24 corresponding structure (which is not disputed) being what ToughBuilt has proposed
25 above.

26 **C. “manual movement”**

27 This term appears in claims 1, 11, and 15 of the ’946 Patent.
28

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

Independent claims 1, 11, and 15 of the ’946 Patent recite that “manual movement” of the locking part “causes the locking buckle to move to an unlocked state.” The parties dispute whether “manual movement” requires physical touching of the locking part by the user or, alternatively, encompasses indirect movement from a user’s actions. As discussed in ToughBuilt’s opening brief and below, “manual movement” necessarily means something other than “movement” alone. And consistent with the specification, the only plausible difference is that “manual movement” requires direct touching. ToughBuilt’s construction should be adopted.

Claim construction begins with the words of the claim. *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1324 (Fed. Cir. 2002) (“We begin our claim construction analysis, as always, with the words of the claim.”). Here, the claims contemplate the movement of multiple components at different times. For example, the claim recites that the locking buckle is “moveable” with respect to the “mounting body,” that it is “configured to slide inward,” and that the stop part can be “extended” and “compressed.” There is only one instance in the claims, however, where “manual movement” is recited—they recite that “manual movement of the locking part causes the locking buckle to move.” ’946 Patent at 15:24-26 (claim 1); *see also id.* at 16:28-30 (same limitation for claim 11), 17:3-7 (similar limitation for claim 15). Two types of movement are described in this limitation: (1) **manual** movement of the locking part (i.e., direct movement of the locking part) and (2) and **movement** (without use of the qualifier, manual) of the locking buckle that is **caused** by manual movement of the locking part (i.e., indirect movement of the locking buckle). The drafters specifically chose to separately claim direct movement of the locking part and indirect movement of the locking buckle “**caused**” by manual movement of the

1 locking part (i.e., indirect movement). A POSITA would thus understand that the
2 claim language itself distinguishes “manual movement” from other types of
3 movement. And the only difference that makes sense in the context of the claimed
4 invention (where all movement is initiated by the user’s actions) is that “manual”
5 requires direct touching.

6 Meridian’s construction effectively reads “manual” out of the claims, contrary
7 to the principles of claim construction. *Exxon Chem. Pats., Inc. v. Lubrizol Corp.*,
8 64 F.3d 1553, 1557 (Fed. Cir. 1995) (a court “must give meaning to all the words in
9 [the] claims”); *Merck & Co. v. Teva Pharms. USA, Inc.*, 395 F.3d 1364, 1372 (Fed.
10 Cir. 2005) (“A claim construction that gives meaning to all the terms of the claim is
11 preferred over one that does not do so.”).

12 More specifically, under Meridian’s construction, the claims should simply
13 read “movement of the locking part causes the locking buckle to move to an unlocked
14 state”—“manual” is superfluous.¹ The claim language distinguishes between
15 “movement” and “manual movement,” and the only plausible distinction in the
16 context of the patent is direct touching.

17 The specification provides further support for ToughBuilt’s construction that
18 “manual” means direct touching by the user. There is no disclosure in the
19 specification of the locking part being moved to an unlocked state other than by direct
20 (“manual”) touching by the user. In describing the act of unlocking, the ’946 Patent
21 explains that the user must “***pull*** the locking part 12 . . . outward.” ’946 Patent at
22 8:37-38 (emphasis added). The specification provides no support for the locking part
23 being moved to unlock by any means other than direct user contact.

24 In its brief, Meridian points out that the specification in other places discloses
25 “movement from a user’s ***indirect*** actions.” ECF No. 92 at 13:27-28 (emphasis in

26
27 ¹ Other claim language that recites indirect movement of a component, such as
28 “wherein said first resilient member keeping said locking buckle automatically in a
locked state,” would also be superfluous under Meridian’s construction.

original); *id.* at 14:1-19 (citing '946 Patent at 8:19-26). But Meridian's reliance on this portion of the specification supports ToughBuilt's position. The limitation-at-issue recites manual movement of the locking part to put the boxes in an ***unlocked*** state. The portion of the specification that Meridian relies on discusses movement of the locking part "[w]hen it is necessary to ***lock*** two storage boxes up and down" '946 Patent at 8:19-26 (emphasis added). In other words, the specification consistently teaches that that, for locking, the movement is indirect—caused by the user pressing the top box on the bottom box—while for unlocking, the action is direct—the user pulls the locking part out. This distinction supports ToughBuilt's construction, not Meridian's—the locking buckle locks through an indirect user action (pressing the top box on the bottom box) while the locking part unlocks through direct/manual user action (pulling the locking part outward). The claim language and the specification support ToughBuilt's construction that "manual" means direct touching.

D. "compressed" / "compressed state"

This term appears in claims 1 and 3-5 of the '946 Patent.

ToughBuilt's Construction	Meridian's Construction
Shortened from its normal length along an axis by application of force along that axis	Plain and ordinary meaning

Claim 1 requires that the "stop part being compressed when said first connection part is in a locked state." Dependent claims 3 through 5 also refer to either the stop part, resilient member or spring being compressed. The parties appear to agree that being compressed is the result of "compression pressure" (*see* ECF No. 92 at 20:6-8) or an application of force (*see* ToughBuilt's construction). What the parties dispute is whether such pressure or force—in view of the ordinary meaning and specification—also means that the compressed stop part or spring is shortened. This is relevant, in part, because Meridian tries to map "compressed" onto an

1 extension spring in the accused boxes—a spring that extends from its normal length
2 but is never shortened.

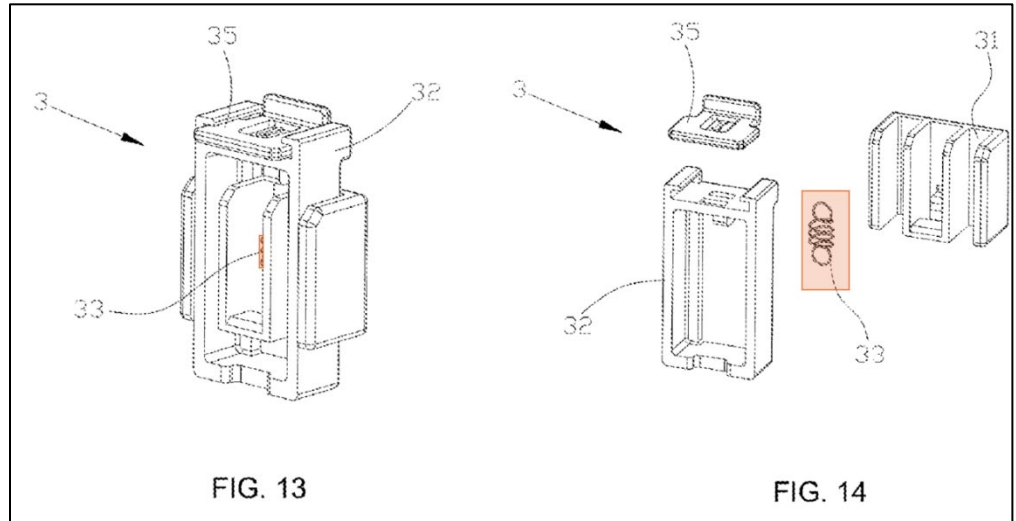
3 As ToughBuilt pointed out in its opening brief, the ordinary meaning of the
4 term “compressed” includes shortening. ECF No. 91 at 15:8-12. And while Meridian
5 proposes that the term’s ordinary meaning applies, it does not explain why the
6 ordinary meaning does not include shortening. Instead, Meridian relies on **one**
7 **sentence** in the specification that refers to the card block 32 being “squeezed and
8 compressed,” and argues that, because the card block is not disclosed as shortening,
9 then “compressed” as used in the claims must not require shortening. ECF No. 92 at
10 20:20-21:12.

11 Meridian’s argument that this sentence narrows the meaning of “compressed”
12 fails for multiple reasons. First, none of the claim language recites compressing the
13 “card block”; all the relevant claims recite compressing the “stop part,” with
14 dependent claims referring to compressing the resilient member or spring. The
15 specification uniformly discloses the stop part as being shortened when compressed,
16 because of the compression of the relevant spring. As an initial matter, the patent
17 describes the stop part as having a “jack-in-the-box” type structure, which includes a
18 spring. *E.g.*, ’946 Patent at 7:66-8:2 (“The stopping part 3 includes . . . a second
19 resilient member”) Claim 1 separately recites that the stop part is “retractable”
20 and compressible (“being compressed”). In all embodiments, the stop part is
21 **shortened** (because the spring is shortened) during compression.

22 Second, Meridian’s reliance on one sentence referencing the card block being
23 “squeezed and compressed” in the second embodiment described in the ’946 Patent
24 does not justify modifying the meaning of compressed to not require shortening.
25 Meridian ignores that a POSITA would understand the reference to the card block
26 being compressed as referring to the spring supporting the card block being
27 compressed. The specification describes the card block 32 (Figs. 13, 14, below) as
28

squeezed and compressed by stopper 123. '946 Patent at 10:31-36. But the specification describes the card block as compressed based solely on movement of the resilient

member 33 (orange) (i.e., a spring) that biases the card block 32. For example, when describing



card block 32

in the second embodiment of the '946 Patent, the specification teaches that compression of the resilient member causes the card block and the stopper to be held down. Specifically, the specification describes that “[w]hen the second resilient member 33 is compressed . . . the card block and the stopper are held up and down in the vertical direction.” *Id.* at 9:49-58. Conversely, “when the second resilient member 33 is extended, the card block 32 extends into the holding slot 31 and is held in the locked path with the stopper 123. . . .” *Id.* The specification makes clear that movement of card block 32 (including when it is “squeezed and compressed”) is based solely on movement of the spring 33 that biases the card block. *Id.* at 10:31-36 (describing the card block as “squeezed and compressed” when “the second resilient member 33 compresses and accumulates force”).

The specification similarly ties compression of the card block directly to movement of the spring biasing the card block in every other embodiment. *Id.* at 8:9-17 (tying compression of the card block 32 to compression of resilient member 33 for the first embodiment); *id.* at 12:51-63 (same card block 1036 and resilient member 1033 for the third embodiment); *id.* at 14:40-44 (tying movement of card block 1036

1 to movement of second resilient member 1033, a telescoping spring). And all other
2 references to compression/compressed/compresses in the specification refer to either
3 (1) a component (*e.g.*, a card block or stop part) biased by a spring; or (2) the spring
4 itself. In fact, Meridian’s opening brief does not identify a single instance where the
5 specification uses “compressed” to refer to a component that is not biased by a spring.
6 Based on the teachings of the specification, a POSITA would understand that
7 “compressed” refers to the result when the spring receives an application of force—
8 *i.e.*, the spring is shortened from its normal length or compressed. The specification’s
9 use of “compressed,” therefore, is directly tied to the movement of a resilient member
10 or spring (whether a compression spring or torsion spring) and supports ToughBuilt’s
11 construction.

12 Moreover, Meridian’s construction, which broadens “compression” to only
13 require being subject to a force, would render “compression” redundant with the
14 claim requirement of being retracted or retractable. For example, the specification
15 explains that “when the second resilient member 1033 is compressed, the card block
16 1036 is retracted into the said holding slot 1123.” ’946 Patent at 12:51-57; *see also*
17 *id.* at 13:46-50 (describing how elastic member 1013 compresses and,
18 simultaneously, stopper 3000 retracts into holding slot 1123). A POSITA would
19 understand that the specification is differentiating between something being retracted
20 (or pulled back) and something being compressed (or shortened as a result of an
21 application of force). In other words, retraction does not require compression, so
22 saying that the stop part is retracted and compressed must mean something other than
23 it just being forced back into the slot. Claim 1 similarly differentiates between the
24 concepts of a component (here the stop part) being retractable and compressed when
25 it uses both terms to describe the function of the stop part. *See Board of Regents of*
26 *the Univ. of Tex. Sys. v. BENQ Am. Corp.*, 533 F.3d 1362, 1371 (Fed. Cir. 2008)
27 (“Different claim terms are presumed to have different meanings.”). Because
28

Meridan’s ambiguous plain and ordinary meaning of “compressed” conflicts with the teachings of the specification and claims, it should be rejected. Instead, ToughBuilt’s construction captures the ordinary meaning of “compressed”—where a component is shortened from its normal length after it receives an application of force—and is consistent with all embodiments disclosed within the specification.

IV. CONCLUSION

For the reasons set forth above and in its opening brief, ToughBuilt respectfully requests that the Corut adopt its proposed constructions for the disputed terms.

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CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2025, a true and correct copy of the foregoing document: **DEFENDANT TOUGHBUILT INDUSTRIES, INC.'S RESPONSIVE CLAIM CONSTRUCTION BRIEF** was served on the parties or their counsel shown below, by transmitting it electronically to the addresses as follows:

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