SCOTT A. PENNER, CA Bar No. 253716
ScottPenner@eversheds-sutherland.com
REGIS C. WORLEY, JR., CA Bar No. 234401
RegisWorley@eversheds-sutherland.com
EVERSHEDS SUTHERLAND (US) LLP
12255 EL CAMINO REAL, SUITE 100
SAN DIEGO, CALIFORNIA 92130
TELEPHONE: 858.252.6502
FACSIMILE: 858.252.6503

Attorneys for Plaintiff and Counter Defendant
MERIDIAN INTERNATIONAL CO., LTD.

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 RESPONSIVE CLAIM CONSTRUCTION BRIEF

Date: July 8, 2025
Time: 9:00 a.m.
Place: Courtroom 9D
Judge: Honorable John W. Holcomb

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I. INTRODUCTION

The claim construction terms before this Court were drafted in plain clear language using words having their normal meaning for those of skill in the art (and most laypersons) such that they are all readily understandable. Under the governing claim-construction principles, those words are entitled to their plain and ordinary meanings unless one of two exceptions is proven: (1) the patentees acted as their own lexicographers or (2) the patentees disavowed the full scope of the word during prosecution. ToughBuilt does not assert that either of those exceptions apply. Rather, ToughBuilt seeks to rewrite the claims by, among other things, substituting terms with words having different meanings, importing limitations from the specification into the claims, and attributing meanings to terms without consideration of the teachings of the patent specifications. In doing so, ToughBuilt violates numerous claim construction procedures, including asking this Court to consider its non-infringement positions, despite controlling Federal Circuit case law prohibiting such consideration and finding reliance on such to be reversable error.

Fortunately, this Court need not get bogged down with ToughBuilt's arguments and rhetoric. Because ToughBuilt does not assert that either of the above-identified exceptions exist, the terms at issue are entitled to maintain their plain and ordinary meanings.

II. ARGUMENT

A. Each Disputed Term Is Entitled to Its Plain and Ordinary Meaning.

There is no dispute between the parties 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." *See 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)); ToughBuilt's Br. at page 2, lines 4-7 (*citing Mettler-Toledo, Inc. v. B-Tek Scales, LLC*, 671 F.3d 1291, 1294 (Fed. Cir. 2012)). Claim construction "depart[s] from the plain and ordinary meaning in only two instances." *Poly-America*, 839 F.3d at 1136 (*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). Notably, "[t]o disavow claim scope, the specification must contain expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope." *IQRIS Techs. LLC v. Point Blank Enters.*, 130 F.4th 998, 1004 (Fed. Cir. 2025) (cleaned up).

ToughBuilt does not argue that either of these exceptions apply for any of the terms identified for construction by this Court. *See* Defendant ToughBuilt Industries, Inc's Opening Claim Construction Brief (ECF No. 91, "ToughBuilt's Brief" or "ToughBuilt's Br."), *passim*. Rather, ToughBuilt spills much ink arguing that embodiments in the specification support its proposed constructions. But it is hornbook patent law that "[i]t is the claims, not the preferred embodiments, that define the metes and bounds of the patentee's invention." *IQRIS*, 130 F.4th at 1004 (*citing Phillips v. AWH Corp.*, 415 F.3d 1303, 1312, 1323 (Fed. Cir. 2005) (en banc)). Thus, "the patentee is free to choose a term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope." *Id.* Because ToughBuilt has not identified any instance in which the patentees acted as their own lexicographer or disavowed the claim scope, neither exception applies. The terms therefore remain entitled to their plain and ordinary meanings.

Finally, there should be no dispute that each party's expert recognized that one of ordinary skill in the art would be able to assign plain and ordinary meanings to each of the terms before this Court. As ToughBuilt's expert noted in his sworn declaration, for his analysis he gave "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." ECF No. 32-8 at ¶ 74; *see also* ECF No. 10-5 at ¶ 5 (declaration of Meridian's expert) ("I have analyzed claim 1 of the '946 patent and claim 1 of the '689 patent. All of the terms used in these claims are plain, ordinary, well-understood terms when used in the field of engineering related to connection mechanisms, including particularly by a POSA engaged in designing connection mechanisms for storage containers. Moreover, I did not see

anywhere in the prosecution histories where any special or exceptional meaning was assigned to any of the terms in those claims.")

As both experts agree that a person of ordinary skill in the art would understand the meanings of the terms identified for construction, and the patentees did not act as their own lexicographers or disavow any claim scope, each disputed term should remain entitled to its plain and ordinary meaning.

B. ToughBuilt Improperly Relies Upon Evidence of Its Infringement.

ToughBuilt's Brief invites the Court to commit reversible error by considering ToughBuilt's accused products during the claim construction process. *See* ToughBuilt's Br. at §§ III(A), III(B), III(C), and III(E). Yet, "[i]t is well settled that claims may not be construed by reference to the accused device." *Neomagic Corp. v. Trident Microsystems, Inc.*, 287 F.3d 1062, 1074 (Fed. Cir. 2002)

"A claim is construed in the light of the claim language, the other claims, the prior art, the prosecution history, and the specification, *not* in light of the accused device. … It is only *after* the claims have been *construed without reference to the accused device* that the claims, as so construed, are applied to the accused device to determine infringement." *SRI Int'l v. Matsushita Elec. Corp.*, 775 F.2d 1107, 1118 (Fed. Cir. 1985) (en banc) (emphasis in original); *see also Ferguson Beauregard/Logic Controls, Div. of Dover Res., Inc. v. Mega Sys., LLC*, 350 F.3d 1327, 1340 (Fed. Cir. 2003) (district court erred when its claim construction "was influenced by the structure and function of the alleged infringing device"); *Med. Innovations Corp. v Ray*, 930 F.2d 38, 1991 WL 35130 at *2 (Fed. Cir. Mar. 19, 1991) ("Characterization of parts of [the accused infringer's] device is not evidence of the meaning of the claim.").

This Court should refuse to consider any of the evidence or discussion raised in ToughBuilt's Brief relating to the accused products, how they infringe, or any basis for why construing the term in a particular way would result in either infringement or non-infringement. Instead, this Court should focus on "the claim language, the other claims, the prior art, the prosecution history, and the specification." *See SRI*, 775 F.2d at 1118.

Specifically, this Court should strike or refuse to consider the following portions of ToughBuilt's Brief: (1) page 4, line 19 to page 5, line 13, (2) page 5 at footnote 3, (3) page 8, lines 17 to 25, (4) page 12, lines 6-17, (5) page 16, lines 18-22, and (6) page 17, lines 9-17. Additionally, the Court should strike and ignore any portion of ToughBuilt's responsive brief that addresses the accused products or the infringement of those products.

C. The Disputed '946 Patent Terms Have Their Plain and Ordinary Meanings.

1. "Configured to Slide Inward" (Claims 1 and 11)

Meridian	ToughBuilt
No construction necessary. Plain and ordinary meaning should apply.	"designed to slide towards the center of the container"

ToughBuilt does not assert that the patentees acted as their own lexicographer or that the patentees disavowed the scope of this term. Accordingly, neither exception exists to override the plain and ordinary meaning of the term "configured to slide inward." *See Poly-America*, 839 F.3d at 1136 (claim construction "depart[s] from the plain and ordinary meaning in only two instances"); *IQRIS*, 130 F.4th at 1004 ("the patentee is free to choose a term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope"). Thus, the claim term means what it says: "the locking buckle is configured to slide inward ***with respect to the mounting part***." '946 patent, cl. 1 (emphasis added showing that the claims expressly set forth the direction of movement of the locking buckle).

ToughBuilt argues at length that the specification should be relied upon to limit the claims. *See* ToughBuilt's Br. at 3 ("[t]he patent describes 'inward' or 'outward' in connection with the box itself"), 4 ("the specification's description of movement of the locking part relative to the mounting body supports ToughBuilt's construction"), 5 ("the specification only uses 'outward' with respect to the box itself"), and 6 ("[t]he specification … teaches a POSITA that 'outward' means away from the center of the storage box"). Yet any effort to limit the claims to a specific embodiment must reckon

with the express teaching in the specification that orientation words should not limit the claim scope:

> The orientation words such as top, bottom, left, right, front, back, top, bottom, etc. (if present) covered in the specification and claims of the present invention are defined in terms of the position of the structures in the attached drawings located in the drawings and the position of the structures in relation to each other, only for the clarity and convenience of expressing the technical solution. ***It should be understood that the use of the orientation words should not limit the scope of protection claimed in this application.***

'946 patent at 5:64-6:5 (emphasis added). Given this express teaching, ToughBuilt's effort to limit the term "inward" to the disclosed embodiments in the '946 patent must fail. The patentees clearly contemplated that the orientation words in the specification were merely meant to be descriptive of specific shown embodiments and not meant to be scope limiting because the patentees contemplated other orientations as well. Thus, this term should be understood within the specific orientation frame the patentees described in the claims themselves: "the locking buckle is configured to slide inward ***with respect to the mounting part***." '946 patent, cl. 1 (emphasis added). Because the claims already set forth how one should understand the term "configured to slide inward" no further construction is necessary; the plain and ordinary meaning controls.

Moreover, as discussed in Meridian's Opening Claim Construction brief, ToughBuilt's construction would exclude a preferred embodiment. ECF No. 92 at 11. A claim construction that excludes a preferred embodiment "is rarely, if ever, correct and would require highly persuasive evidentiary support." *Vitronics Corp. v. Conceptronic*, 90 F.3d 1576, 1583 (Fed. Cir. 1996).

In addition, as discussed above, ToughBuilt spends a significant portion of its argument on this term improperly relying on the accused product, Meridian's infringement contentions, and Dr. Pratt's infringement analysis to argue its preferred construction. ToughBuilt Br. at 4:19-5:13. This Court should strike and ignore that section of

ToughBuilt's Brief as it is antithetical to a proper claim construction analysis. *See SRI*, 775 F.2d at 1118; *Med. Innovations*, 1991 WL 35130 at *2; *Ferguson Beauregard*, 350 F.3d at 1340.

In short, ToughBuilt failed to identify any exception to the general rule that claim terms are entitled to their plain and ordinary meaning. Moreover, ToughBuilt's proposal would exclude preferred embodiments and require this Court to ignore the express teaching in the '946 patent that orientation words should not limit the claims. ToughBuilt's proposed construction is both unnecessary and incorrect.

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)

The parties have reached agreement that this term should be construed as "a locking part including a locking buckle."

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

Meridian	ToughBuilt
No construction necessary. Plain and ordinary meaning should apply.	"moved by a user touching and applying force"

ToughBuilt does not argue that the patentees acted as their own lexicographer to redefine "manual movement" or that the patentees disavowed the scope of that term. As neither exception exists, "manual movement" is entitled to its plain and ordinary meaning. *See Poly-America*, 839 F.3d at 1136; *IQRIS*, 130 F.4th at 1004.

Instead, ToughBuilt supports its proposed construction of "moved by a user touching and applying force," through extrinsic evidence, such as the etymology of word "manual," and selected embodiments from the patent. ToughBuilt does not, however, address that "manual movement," as used in the claims, is meant to contrast with the claimed limitations related to "automatic movement," to which it is juxtaposed.

Specifically, the claims recite that the position of the locking buckle can be determined automatically or due to manual movement. *See*, *e.g.*, '946 patent cl. 1 (claiming "a locking buckle movable with respect to said mounting body … said first resilient member keeping said locking buckle automatically in a locked state … wherein manual movement of the locking part causes the locking buckle to move to an unlocked state"). The claims make clear that the automatic motion is caused by one or more resilient members. *Id*. at cl. 1 ("the locking buckle is automatically lockable with the mating part of the other storage box by action of said first resilient member"), 15 ("a first resilient member located between the mounting body and the locking buckle to bias the locking buckle automatically outward in a locked state"). The specification likewise teaches that automatic motion is caused by resilient members. *Id*. at 8:64-9:2 ("the first resilient member 13 can drive the locking part 12 to automatically remain in the locked state"). ToughBuilt, however, fails to address this disclosure, and instead asserts through pure attorney argument that "[a]ll movement of any part originates with a user doing something (e.g., there is no electricity)." ToughBuilt Br. at 11. ToughBuilt's proposed construction fails to take into account that the plain language of the claims uses "manual" as a way to distinguish from the automatic motion caused by resilient members. ToughBuilt does not identify any intrinsic evidence to show the patentees used the term "manual" to require that a user directly touch or apply force to any component. Rather, ToughBuilt merely identifies instances where the specification uses the words "pull" and "pulled." ToughBuilt Br. at 10-11 (citing the '946 patent at 8:37-51, 10:37-57, and 13:61-14:14). But these portions of the specification do not contain the words "manual" or "manually" or any variation thereof. *See* '946 patent at 8:37-51, 10:37-57, and 13:61-14:14. As such, ToughBuilt ignores the claim language (and the teachings of the specification discussed in Meridian's Opening Brief at 14) comparing manually induced motion to automatically induced motion in favor of its own attorney argument and dictionary definitions. *Phillips*, 415 F.3d at 1317 ("while extrinsic evidence can shed useful light on the relevant art, we have explained that it is less significant than the intrinsic record in determining the legally

operative meaning of claim language") (cleaned up).

As explained in Meridian's opening brief (ECF No. 92 at 14), the '946 patent teaches that a user can manually move the locking part indirectly through movement of other components. As one example, the specification teaches that by pressing down on the upper storage box, the user causes the locking part on the lower storage box to move. *Id*. citing '946 patent at 8:19-26. Thus, the patent teaches that manual movement can occur indirectly through the user's actions, as would be its plain and ordinary meaning, and such teaching should be dispositive. *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). This also comports with the plain and ordinary meaning distinguishing "automatic" from "manual." For example, for a manual transmission, a driver manually shifts a car into gear by moving a clutch and gear shift, even though the driver does not physically touch the actual gears, whereas for an automatic transmission, shifting of gears occurs automatically without additional driver intervention.

Even if each embodiment in the specification described components being moved due to direct contact by a user (rather than the indirect motion disclosed at the '946 patent at 8:19-26 and discussed above), it would be improper to read such a requirement into the claims. As set forth in *IQRIS*:

> Even when all embodiments in the written description depict a pull cord that is directly pulled, our precedent counsels against reading this requirement into the claims when the claims do not expressly require as much. There is a fine line between reading the claims in light of the specification and importing limitations from the specification into the claims, and here, where there is no evidence suggesting that the ordinary meaning of pull cord is limited to a cord that is *directly* pulled, we are not inclined to import limitations from the preferred embodiments into the claimed invention. *Playtex Prods., Inc. v.*

> *Procter & Gamble Co.*, 400 F.3d 901, 907-08 (Fed. Cir. 2005) (collecting cases). It is the claims, not the preferred embodiments, that define the metes and bounds of the patentee's invention. *See Phillips v. AWH Corp.*, 415 F.3d 1303, 1312, 1323 (Fed. Cir. 2005) (en banc). As is the case here, the patentee is free to choose a term and expect to obtain the full scope of its plain and ordinary meaning unless the patentee explicitly redefines the term or disavows its full scope. Given the claim language and absence of lexicography or disavowal, we do not adopt the district court's interpretation requiring a pull cord to be directly pulled by a user.

IQRIS, 130 F.4th at 1003-1004. In short, ToughBuilt's proposed construction overreaches and is not supported by the intrinsic record or claim construction principles.

Moreover, ToughBuilt attempts to rely on its accused products and Meridian's infringement contentions as a basis for claim construction. *See* ToughBuilt's Br. at page 12, lines 6-17. This Court should strike and ignore that portion of ToughBuilt's Brief. *See SRI*, 775 F.2d at 1118; *Med. Innovations*, 1991 WL 35130 at *2; *Ferguson Beauregard*, 350 F.3d at 1340.

It would be improper to add the overly restrictive limitations sought by ToughBuilt. The patentees did not redefine "manual movement" or disavow the scope of that term, which is entitled to its plain and ordinary meaning.

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

Meridian	ToughBuilt
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 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.

ToughBuilt's expert, Dr. Pratt, found that a "stop part" is readily understood by those of skill in the art and needs no construction. *See* ECF No. 10-5 at 2. ToughBuilt's expert also stated that he performed his analysis by "giv[ing] 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". ECF No. 32-8 at ¶ 74. The patentees did not act as their own lexicographer, nor did they disavow any scope of that term during prosecution. The plain and ordinary meaning of "stop part" should apply.

Both parties agree that because the "stop part" claim limitation does not recite the word "means," it is presumed that the term is not a means-plus-function term, as set forth in Section 112(f). *See* ToughBuilt's Br. at 13:10-11. ToughBuilt fails to meet its burden of showing an exception to this presumption applies.

Relying heavily on attorney argument, ToughBuilt argues that "stop part" should nevertheless be construed as a means-plus-function term on the theory that the word "part" is a nonce term "tantamount to using 'means.'" ToughBuilt Br. at 13. To begin, ToughBuilt asserts that "part" as used in "stop part," "mounting part," "mating part," and locking part" does not convey any structure. *Id*. But that argument is undercut by ToughBuilt's own proposed claim construction of "mounting part," which ToughBuilt admitted was entitled to its "Plain and Ordinary meaning." ECF No. 92-2 at 8-9; *see also* ECF No. 92 at 24 (parties' agreement as to the construction of that term). ToughBuilt also agreed that "a locking part cooperating with the locking buckle" should be construed as "a locking part including a locking buckle." By keeping the term "locking part" in the agreed upon construction and not raising any further Section 112(f) argument for construction of "locking part," ToughBuilt acknowledges that the word "part" is not a mere nonce term. Yet, ToughBuilt claims that when "part" is used with "stop" it should have a different meaning than when used with "locking" or "mounting." This would be inconsistent with claim construction principles indicating that the same term should be given the same meaning throughout the claims. *See Phillips*, 415 F.3d at 1314 ("claim terms are normally used consistently throughout the patent").

ToughBuilt's reliance on *Williamson* to support its theory is misplaced. *See* ToughBuilt Br. at 13. In *Williamson*, the claim limitation at issue was "***distributed learning control module for receiving*** communications transmitted between the presenter and the audience member computer systems ***and for relaying*** the communications to an intended receiving computer system ***and for coordinating*** the operation of the streaming data module." *Williamson v. Citrix Online*, LLC, 792 F.3d 1339, 1350 (Fed. Cir. 2015) (emphasis added). The *Williams* Court found that the disputed term was written "in a format consistent with traditional means-plus-function claim limitations. It replaces the term 'means' with the term 'module' ***and recites three functions performed*** by the 'distributed learning control module.'" *Id*. (emphasis added). Importantly, the expression being construed in *Williams* used the word "for" as a mechanism for denoting the function

of the specific "module." *See id.* Here, no such language exists with respect to the description of the "stop part." Rather, the claim recite the position of the stop part under different conditions:

> a stop part, wherein when the stop part projects outward with respect to a locking path of the locking part, said locking part is not automatically lockable and said first connection part is in a state of remaining unlocked from said second connection part, wherein the stop part is retractable, said stop part being extended when said first connection part is in a holding unlocked state with said second connection part of the other storage box, and said stop part being compressed when said first connection part is in a locked state with said second connection part.

'946 patent, cl. 1. Notably, this limitation is devoid of any language indicating that the stop part is used "*for*" some purpose that would be akin to setting forth the function of any supposed "means." In *Williams* the module was used "for receiving," "for relaying," and "for coordinating". That was sufficient for the *Williamson* Court to override the presumption against a means-plus-function construction. *See Williamson*, 792 F.3d at 1350. Here, the claim limitation is not drafted "in a format consistent with traditional means-plus-function claim limitations," and therefore *Williamson* is inapplicable. *See id*.

The Patent Office also did not understand that the "stop part" term to be a means-plus-function term. As set forth in Meridian's Opening Brief, the Manual of Patent Examination Procedures directs 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."). But in the Examiner's Office action issued during the prosecution of the '946 patent, the Examiner did not identify "stop part" (or any other term) as being interpreted as a means-plus-function term. *See* ECF No. 92-3 at 17-18, 20. "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." *Arthrex, Inc. v. Parcus Med., LLC*, No. 2:22-cv-19-JLB-NPM, 2023 WL 4305235, at *4 (M.D. Fla. June 30, 2023). The Patent Office's findings also weigh against ToughBuilt's strained construction.

ToughBuilt's argument that "stop part" lacks structure is belied by the claim limitations themselves. ToughBuilt cites to its expert's report to support its argument that "stop part" should be governed by Section 112(f). ToughBuilt's Br. at 13 (citing ECF No. 32-8 at ¶ 96). But the cited portion of the expert report states "the claim term 'stop part' does not, ***by itself***, convey a definite structure to a person of ordinary skill in the art."[1] ECF No. 32-8 at ¶ 96 (emphasis added). The relevant inquiry is not whether the term in isolation coneys definite structure, but whether the claims as a whole, when read in the light of the specification, prosecution history, and relevant extrinsic evidence would convey sufficient structure. *See Williams*, 792 F.3d at 1351 (examining the disputed phrase in light of the specification and the prosecution history); *see also Apple Inc. v. Motorola, Inc.*, 757 F.3d 1286, 1298 (Fed. Cir. 2014) ("The correct inquiry, when 'means' is absent from a limitation, is whether the limitation, read in light of the remaining claim language, specification, prosecution history, and relevant extrinsic evidence, has sufficiently definite structure to a person of ordinary skill in the art.") And the clear implication from ToughBuilt's expert report is that while ToughBuilt's expert did not believe the term ***by itself*** conveyed sufficient structure, he was still able to provide non-infringement and invalidity opinions with respect to the term when given its plain and ordinary meaning. *See*, *e.g.*, ECF No. 32-8 at ¶¶ 11 (non-infringement), 18-19 (invalidity). Thus, when read in the proper context, "stop part" conveys sufficient structure to one of skill in the art.

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[1] ToughBuilt relied on this paragraph to support its assertion that "'[s]top part' is not a term of art; it is not the name of a structure or class of structures known in the art." ToughBuilt Br. at 13. Meridian does not read that paragraph as providing the support for ToughBuilt's assertion. *Compare* ECF No. 32-8 at ¶ 96 *with* ToughBuilt Br. at 13.

For at least these reasons, ToughBuilt cannot meet its burden to overcome the presumption against a means-plus-function construction when the claims do not recite the word "means."

With respect to ToughBuilt's fallback construction of "stop part" in the event the Court does not find the term is governed by Section 112(f), ToughBuilt offers absolutely no analysis or argument in its brief to support the construction. *See* ToughBuilt Br. at 12-14. Accordingly, the Court should deem that fallback position abandoned.

The "stop part" limitation does not recite the word "means," the claim is not written in a form that invokes functional language, and ToughBuilt has not met its burden to overcome the presumption that the term should not be subject to Section 112(f). Moreover, the patentees neither acted as their own lexicographer nor disavowed the full scope of the claim term in the specification or during prosecution. The Court, like the Patent Office, should recognize that the term is not means-plus-function and is entitled to its plain and ordinary meaning.

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

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

"Compressed" and "compressed state" are used in the claims in their ordinary manner. The patentees neither acted as their own lexicographer nor disavowed the scope of this term in the specification or during prosecution. This term is therefore entitled to its plain and ordinary meaning, which is simply an object that is undergoing pressure.

ToughBuilt's argument may be summarized as follows: "compressed" should not be construed as "retracted," and therefore it should be construed as "shortened." ToughBuilt's Br. at 15-17. But ToughBuilt's argument is factually and legally flawed. To begin, Meridian does not assert that "compressed" should be construed to mean "retracted," as set forth above.

ToughBuilt is also factually incorrect in its descriptions of the claims. ToughBuilt asserts that "Meridian appears to equate ***compressed and retracted—both of which are used in claims 1, 11, and 15*** to describe the function of the stop part." ToughBuilt Br. at 16 (emphasis added).[2] Not true. First, it should be noted that neither "compressed" nor "retracted" are meant to describe the "function" of the stop part. Second, Meridian agrees that "compressed" and "retracted" are presumed to mean different things if both are used in the claims. *See* ToughBuilt Br. at 17. An object that is "compressed" may, but need not be, moved or "retracted." The claims use these different words (or variants thereof) to recognize the differences in their meanings. Thus, Meridian agrees that "compressed" should not be narrowly construed to only mean "retracted."

It is therefore all the more perplexing why ToughBuilt argues that "compressed" requires "shortening." The Federal Circuit has "repeatedly held that courts should not read limitations from the specification into the claims." *Sorrell Holdings, LLC v. Infinity Headwear & Apparel, LLC*, 2024 WL 413432, at *2 (Fed. Cir. Feb. 5, 2024); *see also Teleflex*, 299 F.3d at 1326 ("That claims are interpreted in light of the specification does not mean that everything expressed in the specification must be read into all the claims.") (citation omitted). And yet, ToughBuilt's construction attempts to do just that: improperly import limitations from preferred embodiments into the claims. For example, ToughBuilt cites to the patent at 8:9-17 to support its "shortening" construction, as that portion of the specification describes resilient member 33 (depicted graphically as a spring in the Figures) being impliedly shortened when compressed. ToughBuilt Br. at 15-16; *see also* '946 patent at 8:9-17, Fig. 7. But that same passage uses "compressed" to explain how card block 32 is moved in response to pressure from the second connection part 2, without

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[2] ToughBuilt comes closest to being correct in regard to claim 1, which includes the words "compressed" and "retractable." '946 patent, cl. 1. But neither "compressed" nor "retracted" (nor any variants those words) appears in claim 11. *Id*., cl. 11. And while "retracted" appears in claim 15, neither "compressed" nor any variant thereof is recited in that claim. *Id*., cl. 15.

any suggestion of shortening of either component, stating in part: "when the first connection part 1 and the second connection part 2 are in a locked state, the second resilient member 33 compresses and ***the card block 32 is compressed in the holding slot 31 by the compression of the second connection part 2***." '946 patent at 8:9-17 (emphasis added). Further clarity of these stop part components is provided in Figure 7:

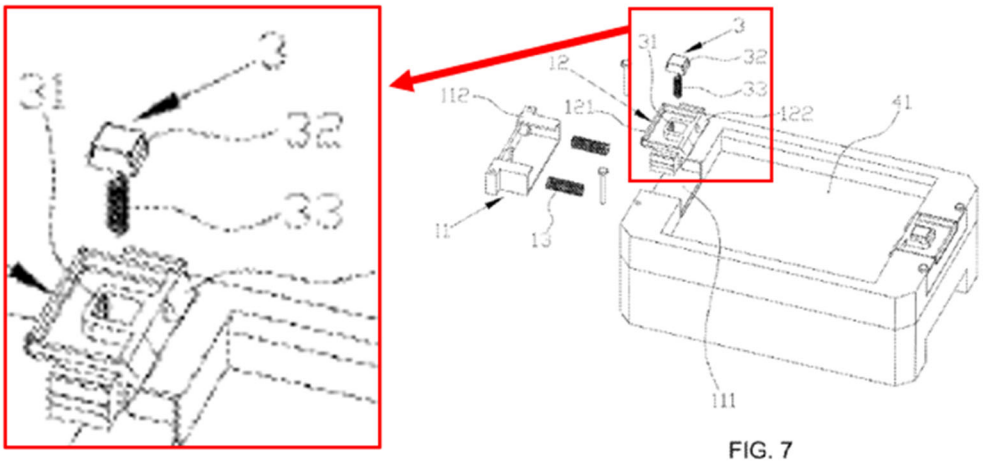

FIG. 7

The very portion of the specification ToughBuilt relies on demonstrates that ToughBuilt's proposed construction is inconsistent with the intrinsic record, and is therefore presumptively incorrect. *See Vitronics*, 90 F.3d at 1583 (a claim construction that excludes a preferred embodiment "is rarely, if ever, correct and would require highly persuasive evidentiary support").

Finally, ToughBuilt once again attempts to rely on its accused products and Meridian's infringement contentions to bolster its claim construction arguments. *See* ToughBuilt's Br. at 16:18-22 and 17:9-17. Meridian respectfully requests that the Court strike and ignore those portions of ToughBuilt's Brief. *See SRI*, 775 F.2d at 1118; *Med. Innovations*, 1991 WL 35130 at *2; *Ferguson Beauregard*, 350 F.3d at 1340.

In sum, a component that is "compressed" may, but need not, be shortened from its original size. Or it may, but need not, be forced to move into a retracted position. While both possibilities are described in the '946 patent, neither one is required. In all cases described in the '946 patent, when a component is being compressed, it is being exposed to some type of compressive pressure, which would be the plain and ordinary meaning of

the term. None of the examples provided in ToughBuilt's Brief are an exception. Accordingly, requiring that an object be "retracted" or "shortened" when subjected to pressure would read in additional limitations from the specification in violation of established claim construction principles. *Sorrell Holdings*, 2024 WL 413432 at *2; *Teleflex*, 299 F.3d at 1326. Thus, "compressed" and "compressed state" need no further narrowing limitations and are entitled to their plain and ordinary meaning.

D. The '689 Patent Terms Have Their Plain and Ordinary Meanings.

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)

The parties have reached agreement that this term does not require construction and that it is not indefinite.

2. "Sliding Mechanism Is Coplanar" (Claim 1)

The parties have reached agreement that this term does not require construction and is entitled to its plain and ordinary meaning.

III. CONCLUSION

The patentees did not act as their own lexicographers and did not disavow any scope of the claim terms. Each term is entitled to its plain and ordinary meaning. ToughBuilt's arguments to the contrary are improper and violate established claim construction principles.

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Respectfully submitted,

EVERSHEDS SUTHERLAND (US) LLP

/s/ Scott A. Penner

SCOTT A. PENNER, CA Bar No. 253716
ScottPenner@eversheds-sutherland.com
REGIS C. WORLEY, JR., CA Bar No. 234401
RegisWorley@eversheds-sutherland.com
12255 EL CAMINO REAL, SUITE 100
SAN DIEGO, CALIFORNIA 92130
TELEPHONE: 858.252.6502
FACSIMILE: 858.252.6503

Attorneys for Plaintiff and Counter Defendant
MERIDIAN INTERNATIONAL CO., LTD.

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 23, 2025.

EVERSHEDS SUTHERLAND (US) LLP

/s/ Scott A. Penner
SCOTT A. PENNER, CA Bar No. 253716
ScottPenner@eversheds-sutherland.com

Attorneys for Plaintiff and Counter Defendant MERIDIAN INTERNATIONAL CO., LTD.