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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'S SUPPLEMENTAL
CLAIM CONSTRUCTION BRIEFING**

ToughBuilt EX1030
ToughBuilt v. Meridian
IPR2025-01461

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

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1 **I. INTRODUCTION**

2 Four claim terms from U.S. Patent No. 11,986,946 (the “’946 patent”) are pending
3 before the Court for claim construction. The parties submitted opening and responsive
4 briefs and participated in a hearing on July 8, 2025. During the hearing, the Court
5 requested supplemental briefing on two discrete issues: the effect of language in the
6 specification expressly stating that certain terms should not be read into limitations in the
7 claim construction process (*see* ’946 patent at 5:64-6:5) and the construction of “stop part”
8 in the event the Court concludes the term is not a means-plus-function limitation. The
9 Court also permitted the parties to address any other claim construction issues within the
10 supplemental briefing.

11 As set forth previously and in greater detail below, the patentees did not act as their
12 own lexicographer, nor did they disavow any claim scope. Therefore, the claim terms are
13 entitled to the plain and ordinary meanings.

14 Indeed, the words of the claims define the scope of the invention. Thus, any
15 discussion in the specification regarding orientation words cannot be used to “read out”
16 those same words from the claims. Instead, the specification’s discussion that orientation
17 words are not meant to be limiting merely reinforces the principle that limitations from
18 the specification should not be imported into the claims.

19 To the extent that “stop part” requires clarification, it should be understood to mean
20 “a spring-biased mechanical interference device.” Likewise, to the extent that “manual
21 movement” requires clarification, it should be understood to mean “movement that
22 requires user involvement,” with no restriction on how direct the user involvement must
23 be.

24 **II. ARGUMENT**

25 **A. The Specification’s Discussion of “Orientation Words”**

26 The specification mentions that orientation words are “only for the clarity and
27 convenience of expressing the technical solution” and “should not limit the scope of
28 protection claimed in the application.” ’946 patent at 5:64-6:5. In other words, while the

1 patentees described the preferred embodiments of the specification with respect to a
2 particular orientation, the patentees were well aware that other orientations may similarly
3 be used to effectuate the ultimate purpose of the invention. Therefore, the patentees made
4 clear in the specification that none of the preferred embodiments should be used to limit
5 the claims themselves.

6 Indeed, it is hornbook law that the words of the claims themselves define the scope
7 of the invention. *Source Vagabond Sys. v. Hydrapak, Inc.*, 753 F.3d 1291, 1299 (Fed. Cir.
8 2014) (“a claim construction analysis must begin and remain centered on the claim
9 language itself, for that is the language the patentee has chosen to particularly point[] out
10 and distinctly claim[] the subject matter which the patentee regards as his invention.”)
11 (quoting *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111,
12 1116 (Fed. Cir. 2004)). And as ToughBuilt acknowledges, “[t]here is a presumption that
13 all words in a claim are limiting.” ECF No. 91 at 11-12 (citing *Exxon Chemical Patents,*
14 *Inc. v. Lubrizol Corp.*, 64 F.3d 1533, 1557 (Fed. Cir. 1995), *Merck & Co. v. Teva Pharms.*
15 *USA, Inc.*, 395 F.3d 1364, 1372 (Fed. Cir. 2005)). Thus, disregarding orientation words
16 in the claims¹, or limiting them to the preferred embodiments where the patentees
17 expressly stated no such disclaimer was meant, would be in error. It would be improper
18 to disregard an orientation word in the claim in favor of how the orientation words are
19 used with respect to a preferred embodiment, especially where the specification clearly
20 states that the preferred embodiments “should not limit the scope of the protection.”

21 The effect of the “should not limit the scope of protection” provision is to
22 demonstrate that the patentees were aware that alternative configurations to the preferred
23 embodiments could be used. Therefore, if the claims identified a different orientation,
24 those would be within the scope contemplated by the inventors. This is nothing more than
25 underscoring the general claim construction rule that limitations from a specification’s
26

27 ¹ For example, claim 1 recites limitations using words such as “between,” and “inward,”
28 “outward.” ’946 patent at 15:12, 15:18, 15:27.

1 description of the preferred embodiments should not be imported into the claims. *See*
2 *Teleflex, Inc. v. Ficosa N. Am. Corp.*, 299 F.3d 1313, 1326 (Fed. Cir. 2002) (“the claims
3 must be read in view of the specification ..., but limitations from the specification are not
4 to be read into the claims”); *Specialty Composites v. Cabot Corp.*, 845 F.2d 981, 987 (Fed.
5 Cir. 1988) (“Where a specification does not *require* a limitation, that limitation should not
6 be read from the specification into the claims.”). To put it another way, “statements from
7 the description of the preferred embodiment, moreover, are just that--descriptions of a
8 preferred embodiment.” *Northrop Grumman Corp. v. Intel Corp.*, 325 F.3d 1346, 1355
9 (Fed. Cir. 2003) (“Absent a clear disclaimer of particular subject matter, the fact that the
10 inventor may have anticipated that the invention would be used in a particular way does
11 not mean that the scope of the patent is limited to that context.”).

12 In sum, other than underscoring well-known patent claim construction principles,
13 the specification’s discussion of the orientation language has no impact on the
14 construction of the claims.

15 **B. “Stop Part”**

16 “Stop part” is readily understood by those of skill in the art and needs no further
17 construction. *See* ECF No. 10-5 at 2 (Meridian’s expert Dr. Pratt found that the “stop
18 part” and all of the other terms used in claim 1 of the ’946 patent are “are plain, ordinary,
19 well-understood terms”); ECF No. 32-8 at ¶ 74 (ToughBuilt’s expert Dr. McCarthy
20 conducted his analysis by giving “all the claim terms their plain and ordinary meaning, as
21 would have been understood by a person of ordinary skill in the art at the time of the
22 alleged invention”). Nevertheless, to the extent the Court finds it necessary to construe
23 this term, the proper construction should be “a spring-biased mechanical interference
24 device.”

25 This construction has support throughout the specification. For example, in
26 reference to the first embodiment, stopping part 3 is described as having a second resilient
27 member 33, wherein when a storage box is disconnected from an attached storage box, a
28 card block 32 automatically extends due to the bias of the second resilient member 32 to

1 cause a mechanical interference preventing the first connection part 1 from moving back
2 into a locking configuration with the second connection part 2. *See, e.g.*, '946 patent at
3 8:37-61 and Figs. 1-7; *see also* ECF No. 92 at 17 (showing stopping part 3 in Fig. 7).

4 Likewise, in reference to the second embodiment, the stopping part 3 is again
5 described as having second resilient member 33, though the stopping part 3 is on the
6 second connection part and these components have a different configuration than the
7 corresponding components in the first embodiment. *Compare id.* at Figs. 13-14 with Fig.
8 7. As described in the specification, when a lower storage box is disconnected from an
9 attached upper storage box, a card block 32 automatically extends due to the bias of the
10 second resilient member 33 to cause a mechanical interference preventing the first
11 connection part 1 from moving back into a locking configuration with the second
12 connection part 2. *See, e.g., id.* at 8:37-61 and Fig. 10. The storage boxes can re-lock
13 after the mechanical interference of the stopping part is removed. *Id.*

14 In the third embodiment described in the specification, a lower storage box may
15 have a first connection part 1000 and a stopper 3000 that includes a second resilient
16 member 1033, which may be a torsion spring. *See id.* at Fig. 19, 12:26-34, 13:1-10. In
17 this embodiment, when the lower storage box is disconnected from an attached upper
18 storage box, a card block 1032 automatically extends due to the bias of the second resilient
19 member 1033 to cause a mechanical interference preventing the first connection part 1000
20 from re-engaging the second connection part 2000 in a locking configuration. *See, e.g.,*
21 *id.* at 13:61-14:21. The storage boxes can re-lock after the mechanical interference of the
22 stopper 3000 is removed. *Id.*

23 The fourth embodiment is similar to the third embodiment, but the second resilient
24 member 1033 is a telescopic spring. *Id.* at 14:40-58, Fig. 26.

25 Thus, the specification repeatedly teaches that the stop part is “a spring-biased
26 mechanical interference device” and explains that it can be transitioned from position to
27 position to cause mechanical interference. Thus, to the extent the Court finds it necessary
28 to construe this term, the proper construction should be “a spring-biased mechanical

interference device.”

C. Additional Arguments for the Court’s Consideration

1. “Configured to Slide Inward”

At the July 8, 2025, hearing, ToughBuilt’s attorney asserted that the dispute with this term involved the word “inward,” and argue that “inward” in claims 1 and 11 should be interpreted to mean *inward with respect to the storage box*.² This argument should carry no weight, as it is based on ToughBuilt’s misunderstanding of the claims and would result in excluding preferred embodiments. The limitation in which this term appears reads:

wherein 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 by action of said first resilient member when the locking buckle is aligned with the mating part of the other storage box[.]

’946 patent at 15:18-23; 16:22-27 (emphasis added).

It appears that ToughBuilt’s construction is based on a misunderstanding of the claims. ToughBuilt appears to conflate the claim limitation at issue (describing an unlocked configuration) with a different claim limitation (describing a locked configuration). Specifically, there is a separate limitation in the claims that addresses a mounting body, a locking buckle, and a first resilient member disposed between those two components to keep the locking buckle in a locked state. *Id.* at 15:9-14, 16:13-18. In contrast, the limitation at issue addresses the unlocked configuration wherein “the locking buckle is automatically *lockable* ... when the locking buckle is aligned with the mating part of the other storage box.” ’946 patent at 15:18-23 (emphasis added); 16:22-27 (emphasis added). Put a different way, the limitation for which ToughBuilt seeks a

² ToughBuilt also represented that the ’946 patent teaches that “inward” refers to the storage box. *See* ECF No. 91 at 3:23-24 (“[t]he patent describes ‘inward’ ... in connection with the box itself”). Not true. The only place the word “inward” appears *anywhere* in the ’946 patent is in claims 1 and 11.

1 construction addresses a configuration wherein the locking buckle is in the retracted (i.e.
2 unlocked) configuration and therefore a state in which the locking buckle can be
3 transitioned at some later point to a lockable state. The other limitation addresses a
4 configuration wherein the locking buckle is in the extended (locked) configuration.

5 ToughBuilt apparently agrees that the locking buckle is in an unlocked
6 configuration when retracted and in a locked configuration when extended. *See* ECF No.
7 94 at 5:10-6:4 (concluding “if the mounting body/part and locking buckle are considered
8 in isolation, then locking is accomplished only when the locking buckle moves *away*—
9 outward—from the mounting body”). Yet, during the claim construction hearing and in
10 its papers, ToughBuilt performed a linguistic sleight of hand to argue that the limitation
11 at issue here somehow relates to the boxes being in a locked configuration when the buckle
12 is slid inward. *See* ECF No. 94 at 6:4-5 (“the claim says that the locking buckle slides
13 ‘inward’ to effect locking”). But the claim does not say that the boxes are “locked” when
14 the buckle slides inward, it only says that by sliding inward, the buckle is then in a state
15 that will permit it to transition to a locked state.

16 Finally, ToughBuilt’s proposed construction would exclude preferred
17 embodiments. The limitation in question corresponds to at least one preferred
18 embodiment. In Figure 7, the locking buckle is positioned within the mounting part/body³
19 when in an unlocked state (configured to be automatically lockable by the resilient
20 member), and the locking buckle is extended from the mounting part/body when in a
21 locked state (and kept in the locked state by the resilient member). *Compare* ’946 patent
22 at 6:36-7:32 *with id.* at claim 1. ToughBuilt’s construction reads out this preferred
23 embodiment and cannot be correct. *See Vitronics Corp. v. Conceptronic*, 90 F.3d 1576,
24 1583 (Fed. Cir. 1996) (a claim construction that excludes a preferred embodiment “is
25 rarely, if ever, correct and would require highly persuasive evidentiary support”).
26

27 ³ The parties agree that “mounting part” as used in the claims is used interchangeably with
28 “mounting body.” *See* ECF No. 92 at 24; ECF No. 94 at 3.

1 In sum, the language of this claim limitation already contains the necessary frame
2 of reference describing the direction of the locking buckle's configured movement: "the
3 locking buckle is configured to slide inward with respect to the mounting part." No further
4 construction is necessary. Moreover, ToughBuilt's proposal appears to be based on a
5 misunderstanding of the claims and thereby improperly reads out preferred embodiments.

6 **2. "Manual Movement"**

7 "Manual movement" needs no construction and is readily understood to mean
8 "movement that requires user involvement," with no restriction on how direct the user
9 involvement must be. It is used throughout the claims and specification to juxtapose
10 movement that is caused automatically by one or more resilient members. For example,
11 claims 1, 11, and 15 recite that, relative to the mounting part/body, the locking buckle has
12 a retracted (unlocked state) position and an extended (locked state) position. Movement
13 of the locking buckle from the retracted position to the extended position occurs
14 automatically due to the bias of the resilient member. *See Id.* at 15:13-14, 15:19-23, 16:17-
15 18, 16:23-27, 16:62-67. The locking buckle can be moved from the extended position to
16 the retracted position by user involvement, which is the "manual movement" referred to
17 in the claims. *Id.* at 15:24-26, 16:28-30, 17:3-7. There is no apparent dispute as to this
18 operation. Manual movement involving the user and automatic movement by the resilient
19 members are simply two sides of the same coin.

20 At the hearing, ToughBuilt argued that all movement requires *some* user interaction
21 and so the word "manual" may be superfluous unless "manual" requires direct touching
22 by the user. ToughBuilt's argument fails for several reasons. First, if the word "manual"
23 was removed from the claims, then the claims could be read to encompass movement of
24 the locking part due to a user's actions or automatically from some other resilient member
25 or other automatic method. Therefore, "manual" as used in the claims is meant to clarify
26 that movement of the locking part must be done through some type of user involvement.
27 *See Merck & Co. v. Teva Pharms. USA, Inc.*, 395 F.3d 1364, 1372 (Fed. Cir. 2005) ("A
28 claim construction that gives meaning to all the terms of the claim is preferred over one

1 that does not do so.”)

2 Second, ToughBuilt’s proposal that manual motion requires direct touching lacks
3 support from the intrinsic evidence. While ToughBuilt points to disclosure in the
4 specification using words like “press” and “pull,” ToughBuilt does not – and cannot –
5 identify disclosure stating that any such pushing or pulling involves a user directly
6 touching the components, much less *requiring* such direct touching.⁴ Thus, ToughBuilt’s
7 proposal is merely attorney conjecture lacking intrinsic evidentiary support.

8 Third, even if the specification provided an example making clear that a user
9 directly touched a component to move it, that limitation should not be imported from the
10 specification into the claims under well-established claim construction principles. *See*
11 *IQRIS Techs. LLC v. Point Blank Enters.*, 130 F.4th 998, 1003-1004 (Fed. Cir. 2025). Had
12 the patentees wanted to require direct physical contact with a particular component the
13 claims could have been written to include the words “direct physical contact.”

14 In sum, “manual movement” needs no construction and is readily understood to
15 mean “movement that requires user involvement” with no restriction on how direct the
16 user involvement must be.

17 **3. “Compressed” / “Compressed State”**

18 The parties appear to be in full agreement that “compressed” and “compressed
19 state” refer to being exposed to a compressive pressure. There is no indication that one of
20 skill in the art would have any difficulty whatsoever understanding this term, and in fact
21 both experts were able to give this term its plain and ordinary meaning. *See* ECF No. 10-
22 5 at 2 (Meridian’s expert); ECF No. 32-8 at ¶ 74 (ToughBuilt’s expert).

23 ToughBuilt’s arguments at the hearing suggest it is trying to construe “compressed”
24

25 ⁴ ToughBuilt’s proposal also fails the common sense test. While a driver must move a
26 gearshift to shift gears in a car having a manual transmission, the driver does not directly
27 touch the gears themselves. Likewise, a driver in a car with an automatic transmission
28 does not have to interact with the transmission system at all to change the gears, which
may occur automatically in response to a driver increasing or decreasing speed.

1 based on the *result* of the compressive pressure on an object rather than by the object's
2 state of undergoing the compression. For example, when an object is compressed it may,
3 but need not, shorten. Or it may, but need not, move (such as by retracting). It also may,
4 but need not, deform. It further may, but need not, be squeezed by a second source of
5 pressure. Thus, an identical compressive force may result in different outcomes
6 depending on the object undergoing the pressure. A spring may shorten, a hydraulic jack
7 may lift a vehicle, a water balloon may deform but retain its volume, an air balloon may
8 deform to a smaller volume, and a concrete slab may do none of these. Focusing on
9 “shortening” or any other subset of the *results* of the compression to limit the construction
10 of being in a “compressed state,” as ToughBuilt appears to do, ignores that not all objects
11 behave the same way and that the patentees chose specific language meant to cover a
12 number of different outcomes. The patentees did not disavow claim scope during
13 prosecution and should not have to do so during claim construction.

14 Moreover, at the hearing the Court engaged with the parties in an effort to find a
15 synonym for “compressed.” But finding a synonym for a word the patentee chose has
16 three main problems. First, using a synonym is nothing more than rewriting the claim
17 based on extrinsic evidence, which is frowned upon when the term is clear, as here.
18 Looking up synonyms for a word in a thesaurus to use that term as part of claim
19 construction is no different from looking up a definition for a term in a dictionary and
20 using that definition instead; both are extrinsic evidence and would only serve to
21 paraphrase the claim language. *See Constructive Designs, LLC v. Pepsi-Cola Co.*, No.
22 LA CV12-02765 JAK (PLAx), 2013 U.S. Dist. LEXIS 209560, at *61 (C.D. Cal. Mar.
23 13, 2013) (“If a claim term is non-technical, is in plain English, and derives no special
24 meaning from the patent and its prosecution history, then the court has no need to function
25 as a thesaurus To do so could well encroach upon the factfinder’s domain. The
26 ‘ordinary’ meaning of such terms should speak for itself, and the court should avoid
27 merely paraphrasing claim language with less accurate terminology.”) (quoting Federal
28 Judicial Center, Patent Case Management Judicial Guide § 5.1.4.3, at 5-23 (2009)).

Second, using a synonym fails to capture the full scope of the patentees' chosen words. For example, as discussed above, there are many different ways that an item can be "compressed" and choosing a construction that applies to only a subset of those ways improperly limits the claims when the patentee did not disavow any such scope. *See Poly-America, L.P. v. API Indus., Inc.*, 839 F.3d 1131, 1136 (Fed. Cir. 2016) ("the standard for disavowal is exacting, requiring clear and unequivocal evidence that the claimed invention includes or does not include a particular feature. ... Ambiguous language cannot support disavowal."). Third, using a synonym may contradict what it is the patentee identified as the invention in the specification. For example, during oral argument there was consideration of construing "compressed" as "squeezed." But the patentees already distinguished the two terms in the specification. *See* '946 patent at 10:31-33 ("It should be noted that during this process, the upper storage box is pressed down, the card block 32 *is squeezed and compressed* by the stopper 123.") (emphasis added). Thus, the specification teaches a difference between "squeezed" and "compressed." The patentee clearly knew how to say "squeezed" but instead chose "compressed" in the claims. Mere substitution of a synonym is unwarranted where the experts have agreed that the plain and ordinary meaning of "compressed" can be readily understood by those of skill in the art.

Moreover, ToughBuilt may argue that the claims address a compressed second resilient member, which ToughBuilt may argue can shorten. But the claims also address a stop part being in a compressed state. '946 patent at 15:35-37, 15:45-46. And while the stop part may contain a resilient member, there is no teaching or suggestion that the stop part itself undergoes any shortening when in a compressed state.

The patentees are entitled to the full scope of the claimed invention and should not be forced to lose claim scope because ToughBuilt improperly focuses on the result of the compressed state rather than the compressed state itself as recited in the claims.

III. CONCLUSION

For the reasons discussed above, the Court should adopt Meridian's proposed constructions.

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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 July 15, 2025.

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