

EXHIBIT 2011

Meridian International v. ToughBuilt

[Tentative] Claim Construction Order

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MERIDIAN INTERNATIONAL CO.,
LTD.,

Plaintiff,

v.

TOUGHBUILT INDUSTRIES, INC.,

Defendant.

TOUGHBUILT INDUSTRIES, INC.,

Counterclaimant,

v.

MERIDIAN INTERNATIONAL CO.,
LTD.,

Counterdefendant.

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

**TENTATIVE CLAIM
CONSTRUCTION ORDER**

1 In this patent infringement case, Plaintiff and Counterdefendant Meridian
2 International Co., Ltd. asserts that Defendant and Counterclaimant ToughBuilt
3 Industries, Inc. infringes two patents—U.S. Patent Nos. 11,986,946 (the
4 “’946 Patent”)¹ and 11,192,689 (the “’689 Patent”)²—by making, using,
5 offering for sale, importing, selling, distributing, and servicing modular storage
6 products and tool bags.³ ToughBuilt asserts counterclaims for noninfringement
7 and invalidity.⁴

8 Presently before the Court for resolution is the parties’ dispute regarding
9 the construction of four claim limitations from the ’946 Patent.⁵ The Court
10 conducted a claim construction hearing on July 8, 2025. After considering the
11 parties’ opening and responsive claim construction briefs,⁶ as well as the
12 argument of counsel at the hearing, the Court construes the disputed limitations
13 as stated herein.

14 I. BACKGROUND

15 The Patents at Issue generally concern interlocking toolboxes and storage
16 containers. The ’946 Patent—entitled “Connection Structure of Module,
17

18 ¹ Compl. (the “Complaint”) [ECF No. 1], Ex. 1 [ECF No. 1-1].

19 ² *Id.*, Ex. 2 [ECF No. 1-2].

20 ³ *See generally* Complaint.

21 ⁴ Def.’s Second Amended Ans., Affirmative Defenses, and Counterclaims
22 (the “Answer”) [ECF No. 67].

23 ⁵ Pursuant to the parties’ respective responsive briefing, there are no
24 disputed limitations in the ’689 Patent.

25 ⁶ *See generally* Def.’s Opening Claim Construction Brief (“ToughBuilt’s
26 Opening Brief”) [ECF No. 91]; Pl.’s Opening Claim Construction Brief
27 (“Meridian’s Opening Brief”) [ECF No. 92] (including its attachments); Def.’s
28 Responsive Claim Construction Brief (“ToughBuilt’s Responsive Brief”) [ECF
No. 94]; Pl.’s Responsive Claim Construction Brief (“Meridian’s Responsive
Brief”) [ECF No. 95].

Storage Box and Storage Box Assembly” —relates to “modular storage boxes, and more specifically the connection mechanisms for attaching modular storage boxes.”⁷ The ’946 Patent issued on May 21, 2024,⁸ and it discloses “a connection structure of a storage box” that aims “to achieve automatic locking, keeping unlocking and automatic reset functions, so as to facilitate the user’s operation and use.”⁹ Figure 1 of the ’946 Patent is a three-dimensional schematic diagram of storage boxes connected with one embodiment of the disclosed mechanism:¹⁰

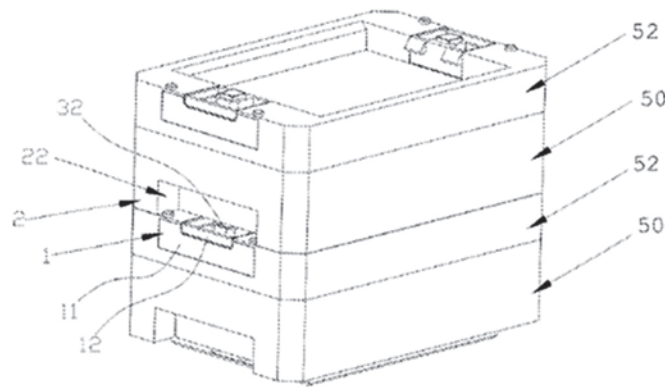


FIG. 1

The connection structure disclosed in the ’946 Patent is comprised of “a module comprising a first connection part located on one surface of said module, a second connection part located on another surface of said module and a stop part.”¹¹ The connection modules are “disposed on one area” of a storage box,

⁷ ’946 Patent 1:22-24.

⁸ *Id.*

⁹ *Id.* at 1:52-57.

¹⁰ *Id.* at Fig. 1.

¹¹ *Id.* at 1:58-61.

1 and they are connectable to a connection module on a second box.¹² The parties
2 dispute limitations in Claims 1-6, 10-13, & 15. Claim 1 is representative, and it
3 discloses:

4 1. A storage box comprising:

5 a first connection part disposed on one area of said storage box
6 connectable to a second connection part of another storage
7 box;

8 wherein, said first connection part comprises a mounting body, a
9 locking buckle movable with respect to said mounting body,
10 and a first resilient member located between said mounting
11 body and said locking buckle, wherein said first resilient
12 member keeping said locking buckle automatically in a locked
13 state;

14 wherein, said second connection part of the other storage box
15 comprises a mating part interlockable with the locking buckle,
16 wherein the locking buckle is *configured to slide inward with*
17 *respect to the mounting part* so that the locking buckle is
18 automatically lockable with the mating part of the other
19 storage box by action of said first resilient member when the
20 locking buckle is aligned with the mating part of the other
21 storage box;

22 a locking part cooperating with the locking buckle, wherein
23 *manual movement* of the locking part causes the locking
24 buckle to move to an unlocked state; and

25 a *stop part*, wherein when the *stop part* projects outward with
26 respect to a locking path of the locking part, said locking part
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28 ¹² *Id.* at 15:6-8.

1 is not automatically lockable and said first connection part is
2 in a state of remaining unlocked from said second connection
3 part, wherein the *stop part* is retractable, said *stop part* being
4 extended when said first connection part is in a holding
5 unlocked state with said second connection part of the other
6 storage box, and said *stop part* being *compressed* when said
7 first connection part is in a locked state with said second
8 connection part.¹³

9 II. LEGAL STANDARD

10 A. Claim Construction

11 The task of claim construction involves determining the meaning of a
12 word or a group of words—which is known as a “limitation”—in a patent claim.
13 Claim construction “is simply a way of elaborating the normally terse claim
14 language in order to understand and explain, but not to change, the scope of the
15 claims.” *Gart v. Logitech, Inc.*, 254 F.3d 1334, 1339 (Fed. Cir. 2001) (quoting
16 *Embrex, Inc. v. Serv. Eng’g Corp.*, 216 F.3d 1343, 1347 (Fed. Cir. 2000)).
17 Construing the meaning of patent claims is an issue for the court to decide as a
18 matter of law. *See Markman v. Westview Instr., Inc.*, 517 U.S. 370, 387-91 (1996).
19 “When the parties present a fundamental dispute regarding the scope of a claim
20 term, it is the court’s duty to resolve it.” *O2 Micro Intern. Ltd. v. Beyond*
21 *Innovation Tech. Co., Ltd.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008).

22 “It is a ‘bedrock principle’ of patent law that ‘the claims of a patent
23 define the invention to which the patentee is entitled the right to exclude.’”
24 *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (*en banc*) (quoting
25 *Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1115
26 (Fed. Cir. 2004)). The task of claim construction always begins with the claim
27

28 ¹³ *Id.* at Claim 1 (emphasis added to show disputed limitations).

1 language. *See Innova*, 381 F.3d at 1116. Indeed, “the proper construction of any
2 claim language must, among other things, ‘stay[] true to the claim language.’”
3 *Straight Path IP Group v. Sipnet EU S.R.O.*, 806 F.3d 1356, 1361 (Fed. Cir. 2015)
4 (quoting *Renishaw PLC v. Marposs Societa’ per Azioni*, 158 F.3d 1243, 1250 (Fed.
5 Cir. 1998)). Claim limitations “are generally given their ordinary and customary
6 meaning,” *Phillips*, 415 F.3d at 1312 (quoting *Vitronics Corp. v. Conceptiontronic, Inc.*,
7 90 F.3d 1576, 1582 (Fed. Cir. 1996)), which is “the meaning that the term would
8 have to a person of ordinary skill in the art,” *id.* at 1313. The limitations must be
9 read in the context of the entire patent, however. *See id.* at 1314. In interpreting
10 a limitation, the court must focus primarily on the intrinsic evidence of record,
11 including the claims themselves, the specification, and, if in evidence, the
12 prosecution history. *See id.* at 1312-20; *see also Medrad, Inc. v. MRI Devices*
13 *Corp.*, 401 F.3d 1313, 1319 (Fed. Cir. 2005).

14 Among the intrinsic evidence, the “specification is always highly relevant
15 to the claim construction analysis. Usually it is dispositive; it is the single best
16 guide to the meaning of a disputed term.” *Vitronics*, 90 F.3d at 1582. “The
17 specification is, thus, the primary basis for construing the claims.” *Standard Oil*
18 *Co. v. Am. Cyanamid Co.*, 774 F.2d 448, 452 (Fed. Cir. 1985). It is “entirely
19 appropriate for a court, when conducting claim construction, to rely heavily on
20 the written description for guidance as to the meaning of the claims.” *Phillips*,
21 415 F.3d at 1317. The Federal Circuit has recognized that an inventor may
22 invoke a particular definition of a limitation in her specification, or otherwise use
23 a limitation in the specification in a manner that differs from the limitation’s
24 ordinary usage. *See id.* at 1316. “In such cases, the inventor’s lexicography
25 governs.” *Id.*

26 In addition to the specification, the court should also consider the
27 prosecution history (if it is in evidence), consisting of “the complete record” of
28 the patent. *Id.* If, within the prosecution history, the patentee clearly and

1 unmistakably disavowed a claim construction, then the patentee disclaimed that
2 construction. *See SanDisk Corp. v. Memorex Prods., Inc.*, 415 F.3d 1278, 1287
3 (Fed. Cir. 2005); *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1324 (Fed.
4 Cir. 2003). Because the prosecution history often lacks the clarity of the
5 specification, however, it is less useful for claim interpretation purposes. *See*
6 *Phillips*, 415 F.3d at 1317.

7 Although the court may also consider extrinsic evidence, including expert
8 testimony, dictionaries, and learned treatises, such evidence is generally viewed
9 as less reliable than intrinsic evidence. *See id.* at 1317-18. Therefore, the court
10 must use its discretion in admitting and weighing extrinsic evidence, keeping in
11 mind the inherent flaws in that type of evidence. *See id.* at 1319.

12 **B. Means-Plus-Function Claim Limitations**

13 A claim limitation may also be phrased as “a means or step for performing
14 a specified function without the recital of structure, material, or acts in support
15 thereof” 35 U.S.C. § 112(f).¹⁴ Such limitations “shall be construed to
16 cover the corresponding structure, material, or acts described in the
17 specification and equivalents thereof.” *Id.* However, this “means plus
18 function” interpretation applies “only to purely functional limitations that do
19 not provide the structure that performs the recited function.” *Phillips*, 415 F.3d
20 at 1311.

21 If a claim limitation does not use the word “means,” then a presumption
22 arises that it should not be construed as a means-plus-function claim. *See*
23 *Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1349 (Fed. Cir. 2015); *CCS*
24 *Fitness, Inc. v. Brunswick Corp.*, 288 F.3d 1359, 1369 (Fed. Cir. 2002). The
25 presumption may be overcome if the limitation recites a function without

26 ¹⁴ In 2011, the America Invents Act recodified the first through sixth
27 paragraphs of 35 U.S.C. § 112 as 35 U.S.C. § 112(a) through (f). *See*
28 Pub. L. No. 112-29.

1 reciting sufficiently definite structure for performing that function. *See*
2 *Williamson*, 792 F.3d at 1349. A court may consider both intrinsic and extrinsic
3 evidence to determine whether a claim limitation is “so devoid of structure that
4 the drafter constructively engaged in means plus function claiming.” *Inventio*
5 *AG v. ThyssenKrupp Elevator Americas Corp.*, 649 F.3d 1350, 1357 (Fed. Cir.
6 2011), *rev’d on other grounds*, *Williamson*, 792 F.3d at 1349.

7 The court employs a two-step process to construe a means-plus-function
8 claim. First, “the court must first identify the claimed function.” *Williamson*,
9 792 F.3d at 1351. Second, “the court must determine what structure, if any,
10 disclosed in the specification corresponds to the claimed function.” *Id.* A
11 structure in the specification is “corresponding structure” when “the intrinsic
12 evidence clearly links or associates that structure to the function recited in the
13 claim.” *Id.* at 1352. If the patent does not disclose an “adequate corresponding
14 structure, the claim is indefinite.” *Id.*; *see also* 35 U.S.C. § 112(b) (“[t]he
15 specification shall conclude with one or more claims particularly pointing out
16 and distinctly claiming the subject matter which the inventor or a joint inventor
17 regards as the invention”); *Nautilus, Inc. v. Biosig Instruments, Inc.*, 572 U.S.
18 898, 910 (2014) (“a patent’s claims, viewed in light of the specification and
19 prosecution history, [must] inform those skilled in the art about the scope of the
20 invention with reasonable certainty”).

21 III. AGREED UPON LIMITATIONS

22 The parties have agreed upon the following constructions:¹⁵

23 Limitation	Agreed Construction
24 “other storage box” (’946 Patent, 25 Claims 1 & 11)	Plain and ordinary meaning, and is 26 used interchangeably with “another storage box”

27 ¹⁵ Meridian’s Opening Brief 24:9-15; Meridian’s Responsive Brief 10:11-15
28 & 21:7-16; ToughBuilt’s Responsive Brief 3:1-23.

Limitation	Agreed Construction
“mounting part” (’946 Patent, Claims 1 & 11)	Plain and ordinary meaning, and is used interchangeably with “mounting body”
“slot” (’946 Patent, Claim 3-5, 10, 11, 14-16)	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, Claims 1, 11, & 15)	“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, Claim 1)	Plain and ordinary meaning, not indefinite.
“wherein the portion of the sliding mechanism is coplanar” (’689 Patent, Claim 1)	Plain and ordinary meaning, not indefinite.

The Court adopts the parties’ agreed upon constructions. *See MyMail, Ltd. v. Am. Online, Inc.*, 476 F.3d 1372, 1377-78 (Fed. Cir. 2007) (rejecting an appellate challenge to the claim construction agreed to by a party in the district court).

IV. DISPUTED CLAIM LIMITATIONS

A. Meaning of “Configured to Slide Inward”

The parties’ first dispute concerns the limitation “configured to slide inward,” found in Claims 1 and 11 of the ’946 Patent. To put this dispute into context, the relevant part of Claim 1 states as follows:

1 wherein the locking buckle is *configured to slide inward* with
2 respect to the mounting part so that the locking buckle is
3 automatically lockable with the mating part of the other
4 storage box by action of said first resilient member when the
5 locking buckle is aligned with the mating part of the other
6 storage box.¹⁶

7 Meridian argues that no construction is necessary and that plain and
8 ordinary meaning should apply.¹⁷ Meridian avers that there is no ambiguity
9 regarding the direction that the locking buckle slides, as both Claim 1 and
10 Claim 11 state that the “locking buckle is configured to slide inward *with respect*
11 *to the mounting part.*”¹⁸ The parties’ respective proposed constructions are as
12 follows:

Limitation at Issue:	
“configured to slide inward” (’946 Patent, Claims 1 & 11)	
Meridian’s Proposed Construction	ToughBuilt’s Proposed Construction
No construction necessary. Plain and ordinary meaning should apply.	“designed to slide towards the center of the container”

26 ¹⁶ ’946 Patent 15:18-23 (emphasis added to show disputed limitation).

27 ¹⁷ Meridian’s Opening Brief 11:28-12:2.

28 ¹⁸ ’946 Patent 15:18-19.

Looking to the specification, Figure 1 is a schematic three-dimensional diagram showing two connected storage boxes with hinged lids.¹⁹

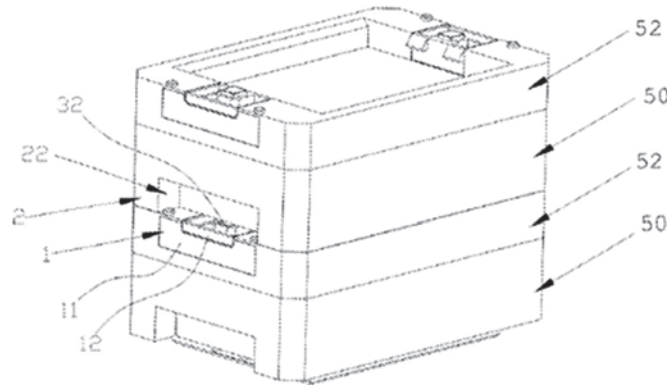


FIG. 1

In Figure 1, the mounting part (reference number 11) has a face that aligns with the outside face of the box lid (reference number 52), and the locking part (reference number 12) appears to sit within the mounting part. Figure 2 is a cross-section of Figure 1:²⁰

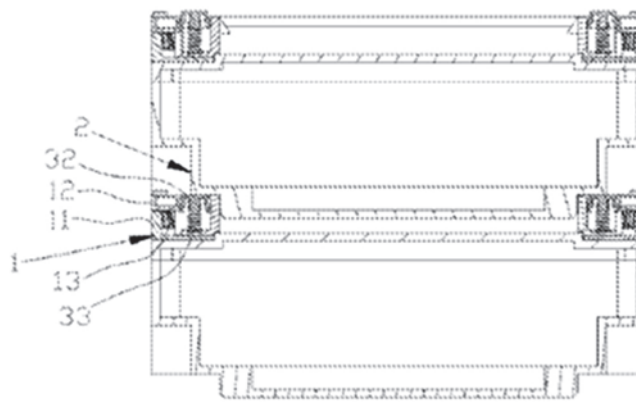


FIG. 2

¹⁹ *Id.* at Fig. 1; *id.* at 4:57-59; *id.* at 6:8-12.

²⁰ *Id.* at Fig. 2.

1 From this view, the internal relationship of the mounting and locking parts can
2 be seen more clearly. The mounting part (reference number 11) sits within the
3 lid of the box, and its outer face aligns with the face of the lid and box. The
4 locking part (reference number 12) sits within the mounting part, and it has an
5 outer face that is flush with the outer plane of the box lid.

6 Figure 7 clarifies the interrelation between the locking and the mounting
7 parts even further, in an exploded view of a three-dimensional schematic
8 diagram of one box and lid:²¹

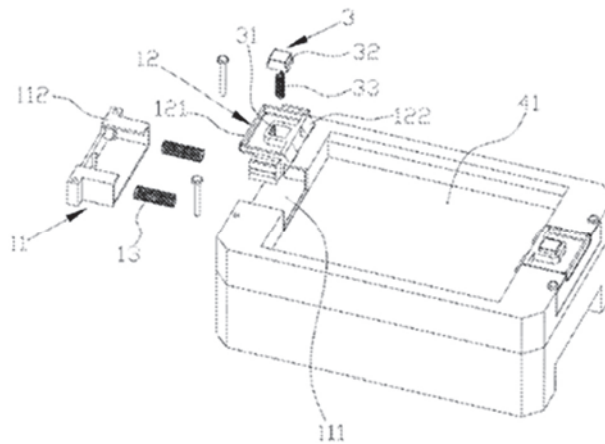


FIG. 7

19 The mounting part (reference number 11) slots into the box and is held by two
20 unlabeled fastening devices. The locking part (reference number 12) slots within
21 a grooved cutout of the mounting part.

22 ToughBuilt argues that “a POSITA [*i.e.*, a person of ordinary skill in the
23 art] would understand that the locking direction . . . is inward toward the center
24 of the box when using the mounting body as a reference point.”²² Read literally,

26 ²¹ *Id.* at Fig. 7.

27 ²² ToughBuilt’s Opening Brief 6:7-9. ToughBuilt also presents claim
28 construction arguments that rely on its accused products and Meridian’s
infringement. *See generally id.*; ToughBuilt’s Responsive Brief. Meridian has

1 ToughBuilt’s proposed construction implies that the locking part will always
2 slide inward toward the center of the box, regardless of where on the box the
3 mounting and locking parts are located. This construction could result in a
4 limitation that would require the locking part to slide at an angle in toward the
5 actual center of a box—not the horizontal centerline on the plane within which
6 the mechanism sits—a construction that does not comport with the invention
7 taught in the patent itself.²³ Although ToughBuilt avers that such an
8 interpretation is “overly-literal” and that “the locking buckle moves toward the
9 center of the container on the plane on which it moves,” the Court hesitates to
10 adopt a construction that would limit the invention in such a way.²⁴

11 In sum, Court agrees with Meridian. The claim language unambiguously
12 states that the locking buckle will slide inward with respect to the mounting part.
13 There is no need to extrapolate further. Accordingly, the Court adopts the plain
14 and ordinary meaning of this limitation.

15 **B. Meaning of “Manual Movement”**

16 The parties also dispute the construction of the limitation “manual
17 movement.” ToughBuilt proposes that the limitation be construed to mean
18 “moved by a user touching and applying force,” which would require a user to
19 have direct contact with the locking part.²⁵ Alternatively, Meridian asserts that
20 “manual movement” can be readily understood with no construction and that

21 _____
22 requested that the Court strike and ignore those portions of ToughBuilt’s briefs.
23 Meridian’s Responsive Brief 20:21-23. It is well settled that claims may not be
24 construed with reference to the accused device. *See SRI Int’l v. Matsushita Elec.*
25 *Corp. of Am.*, 775 F.2d 1107, 1118 (Fed. Cir. 1985). Accordingly, the Court
grants Meridian’s request and declines to consider those portions of
ToughBuilt’s briefs.

26 ²³ See Meridian’s Opening Brief 11:19-27.

27 ²⁴ ToughBuilt’s Responsive Brief 7:19-20.

28 ²⁵ ToughBuilt’s Opening Brief 10:10-14.

the plain and ordinary meaning of the limitation should apply.²⁶ The parties' proposed constructions are as follows:

Limitation at Issue:	
“manual movement of the locking part” ('946 Patent, Claims 1, 11, & 15)	
Meridian's Proposed Construction	ToughBuilt's Proposed Construction
No construction necessary. Plain and ordinary meaning should apply.	“moved by a user touching and applying force”

The crux of the parties' dispute is whether manual movement requires physical touching by a user, or if it encompasses indirect movement caused by a user's actions.²⁷ To put this limitation in context, Claims 1 and 11 state as follows:

a locking part cooperating with the locking buckle, wherein *manual movement* of the locking part causes the locking buckle to move to an unlocked state;²⁸

The limitation appears in a similar context in Claim 15:

a locking part configured to move along a horizontal locking path and to cooperate with the locking buckle, wherein *manual movement* of the locking part along the horizontal locking path causes the locking buckle to move between an unlocked state

²⁶ Meridian's Opening Brief 14:20-22.

²⁷ ToughBuilt's Responsive Brief 16:6-8.

²⁸ '946 Patent 15:24-26 & 16:28-30 (emphasis added to show disputed limitation).

1 retracted with respect to the mounting body and a locked state
2 extended with respect to the mounting body;²⁹

3 ToughBuilt seeks to distinguish between “manual movement” and
4 “movement” as a standalone term.³⁰ Specifically, ToughBuilt explains that the
5 “manual movement” of the locking part causes the locking buckle to “move to
6 an unlocked state,”³¹ and it argues that “[i]f ‘manual movement’ encompassed
7 indirect movement, the word ‘manual’ would be unnecessary in the claim.”³²

8 Turning to the specification, for example, the summary of the invention
9 describes how setting the stopping part “eliminat[es] the need to deliberately
10 keep the locking part in the unlocking state by hand, freeing the user’s hands.”³³
11 When describing movements that a user can perform in relation to the boxes, the
12 specification uses words like “press” and “pull,” but it does not specify
13 whether those movements must be the result of the user directly touching the
14 boxes or if they can be the result of indirect manipulation.³⁴ Accordingly, the
15 Court is disinclined to impose this restriction as a part of its construction of this
16 limitation. *See IQRIS Technologies LLC v. Point Blank Enterprises, Inc.*, 130 F.4th
17 998, 1004 (Fed. Cir. 2025) (declining to adopt the district court’s interpretation
18 that a “pull cord” must be directly pulled by a user).

19 Meridian asserts that ToughBuilt’s proposal fails to address the
20 juxtaposition of “manual movement” to “automatic movement,” as used in the
21
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23 ²⁹ *Id.* at 17:1-7 (emphasis added to show disputed limitation).

24 ³⁰ ToughBuilt’s Opening Brief 11:22-25.

25 ³¹ ’946 Patent 15:26 & 16:30; *see also id.* at 17:4-5.

26 ³² ToughBuilt’s Opening Brief 11:22-25.

27 ³³ ’946 Patent 3:18-22.

28 ³⁴ *See, e.g., id.* at 8:19-21, 8:37-39, 9:20-25, & 10:37-39.

1 patent claims.³⁵ The Court agrees. Throughout the specification and the
2 claims, the patent refers to “automatic” functions of the invention.³⁶ For
3 example, Claim 1 states that “the locking buckle is *automatically* lockable with
4 the mating part of the other storage box by action of said first resilient
5 member[.]”³⁷ In the specification, the detailed description of the first
6 embodiment defines the first resilient member as a compression spring, with a
7 caveat that in other embodiments the first resilient member may be a torsion
8 spring.³⁸ In Claim 1, the use of the limitation “manual movement” follows the
9 description of the automatic function related to the action of the first resilient
10 member—directly juxtaposing “automatic” with “manual.” The use of
11 “automatic” in the claim refers to motion caused by a resilient member—
12 without direct or indirect user involvement. In contrast, “manual” is used to
13 refer to movement that requires user involvement, with no restriction on how
14 direct the user involvement must be.

15 The Court declines to read beyond the scope of the specification or the
16 claims to limit the directness of user action. Accordingly, the Court adopts the
17 plain and ordinary meaning of “manual movement of the locking part.”

18 **C. Meaning of “Stop Part”**

19 The parties’ next dispute the limitation “stop part.” The parties’
20 proposed constructions are as follows:
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25 ³⁵ Meridian’s Responsive Brief 10:26-28.

26 ³⁶ *See generally* ’946 Patent.

27 ³⁷ *Id.* at 15:19-22 (emphasis added).

28 ³⁸ ’946 Patent 7:29-32.

Limitation at Issue:	
“stop part” (’946 Patent, Claims 1-6, 10-13, & 15)	
Meridian’s Proposed Construction	ToughBuilt’s Proposed Construction
No construction necessary. Plain and ordinary meaning should apply.	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: “a part that prevents the locking buckle from automatically locking with the mating part.”

The Court concludes that “stop part” is not a means-plus-function limitation. A presumption arises that means-plus-function claiming does not apply because “means” does not appear in the limitation. *See Dyfan, LLC v. Target Corp.*, 28 F.4th 1360, 1367 (Fed. Cir. 2022). To overcome that presumption, ToughBuilt bears the burden of proving by a preponderance of

1 evidence that a person of ordinary skill in the art would not have understood
2 “stop part” to connote structure, in light of the patent as a whole. *See id.* at
3 1370. ToughBuilt’s main argument hinges on the fact that although the
4 specification connotes a structure, the claims themselves do not.³⁹ ToughBuilt
5 also argues that “stop part” is a means-plus-function claim limitation because it
6 uses “part” as a nonce word in a manner that reflects only a verbal construct.⁴⁰
7 Meridian disagrees and argues that the plain and ordinary meaning should
8 apply.⁴¹

9 The Court is not persuaded by ToughBuilt’s argument that “part” is a
10 nonce term, especially in light of its agreed construction of “mounting part,”
11 which is used similarly in Claims 1 and 11.⁴² *See Phillips*, 415 F.3d at 1314
12 (explaining that “claim terms are normally used consistently throughout the
13 patent”).

14 The Court is similarly not persuaded by ToughBuilt’s argument that the
15 claims do not connote sufficient structure. The crux of ToughBuilt’s argument
16 relies on *MTD Prods. Inc. v. Iancu*, 933 F.3d 1336 (Fed. Cir. 2019), in which the
17 Federal Circuit found that the Patent Trial and Appeal Board “erred by using
18 the existence of corresponding structure in the specification to conclude that
19 ‘mechanical control assembly’ has a sufficiently definite structure.” *Id.* at 1344.
20 There, the claim language was “primarily functional,” the specification did not
21 refer to the disputed limitation, and the structure identified in the specification
22 would render part of the claim language superfluous. *See id.* at 1343-44.

25 ³⁹ ToughBuilt’s Responsive Brief 13:25-14-5.

26 ⁴⁰ ToughBuilt’s Opening Brief 13:26-27.

27 ⁴¹ Meridian’s Opening Brief 14:24.

28 ⁴² *See* ToughBuilt’s Responsive Brief 3:1-23.

1 Here, “stop part” is not used in the claims as a “black box” that performs
2 set functions.⁴³ Rather, the claims primarily describe the physical positioning of
3 the stop part and then describe the relation of the positions to the function of the
4 invention.⁴⁴

5 Although the Court must look to whether the claim language itself
6 connotes structure, it may do so in light of the specification. *See id.* at 1342.
7 ToughBuilt concedes that the Patent specification discloses the structure of a
8 “stop part” to be “a spring-loaded button.”⁴⁵ The specification also states that
9 the structure of the “stop part” is comprised of “a holding slot opened in the
10 locking portion, a card block accommodated in said holding slot and a second
11 resilient member disposed between the holding slot and the card block.”⁴⁶
12 Although the claims themselves do not directly repeat that language, the use of
13 the physical descriptions of the “stop part” in relation to the surrounding
14 components of the claimed device connotes sufficient structure that would be
15 understood by a person of ordinary skill in the art. Because ToughBuilt has
16 failed to overcome the presumption against means-plus-function claiming, the
17 Court declines to construe “stop part” as a means-plus-function limitation.

18 Alternatively, ToughBuilt proposes that “stop part” be construed as “a
19 part that prevents the locking buckle from automatically locking with the mating
20 part.”⁴⁷ ToughBuilt does not present argument to support its alternative
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24 ⁴³ ’946 Patent, Claims 1-6, 10-13, & 15.

25 ⁴⁴ *See id.*

26 ⁴⁵ *Id.* at 11:27-12:2.

27 ⁴⁶ *Id.* at 2:23.

28 ⁴⁷ ToughBuilt’s Opening Brief 15:18-25.

1 construction.⁴⁸ Accordingly, the Court concludes that plain and ordinary
2 meaning controls.

3 **D. Meaning of “Compressed”/“Compressed-State”**

4 The limitation “compressed” is found in Claims 1, 4, and 5, and the
5 limitation “compressed-state” is found in Claim 3. The parties agree that the
6 limitations can be construed contemporaneously. To put this limitation in
7 context, the relevant portion of Claim 1 states as follows:

8 a stop part, wherein when the stop part projects outward with
9 respect to a locking path of the locking part, said locking part
10 is not automatically lockable and said first connection part is
11 in a state of remaining unlocked from said second connection
12 part, wherein the stop part is retractable, said stop part being
13 extended when said first connection part is in a holding
14 unlocked state with said second connection part of the other
15 storage box, and said stop part being *compressed* when said
16 first connection part is in a locked state with said second
17 connection part.⁴⁹

18 Similarly, Dependent Claims 3-5 disclose the following:

19 3. The storage box of claim 2, wherein said locking part comprises
20 a holding slot opened on the locking part, and further comprising a
21 second resilient member combined between the holding slot and the
22 stop part to extend the stop part outward in an extended state and
23 said stop part is accommodated in said holding slot in a *compressed*
24 *state*.⁵⁰

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26 ⁴⁸ See *id.* 12:18-14:27; **see ToughBuilt’s Responsive Brief 15:18-21.**

27 ⁴⁹ ’946 Patent, Claim 1 (emphasis added to show disputed limitation).

28 ⁵⁰ *Id.* at Claim 3 (emphasis added to show disputed limitation).

1 4. The storage box of claim 3, wherein when the stop part is
2 retractably provided in said holding slot, said second resilient
3 member is *compressed*;

4 when said stop part is biased outward and held against a mating
5 portion, said locking buckle is not automatically lockable to the
6 mating part of the other storage box.⁵¹

7 5. The storage box of claim 4, wherein said second resilient
8 member is a torsion spring with one end against said stop part and
9 the other end against a bottom of said holding slot; when said torsion
10 spring is extended, said stop part extends out of said holding slot and
11 when said torsion spring is *compressed*, said stop part is retracted
12 into said holding slot.⁵²

13 Claims 1 and 3 both use the term in reference to the stop part, while Claims 4
14 and 5 use the limitation in reference to the second resilient member.⁵³

15 The parties' respective proposed constructions are as follows:

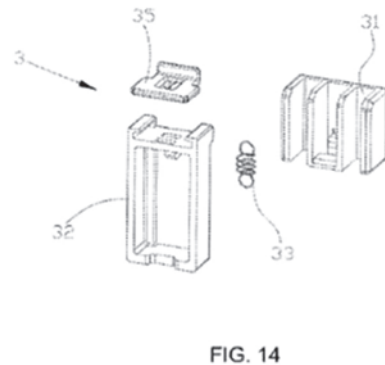
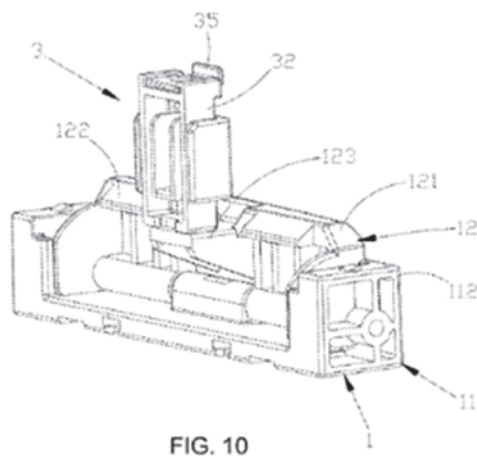
Limitation at Issue:	
“Compressed”/“Compressed-State” ('946 Patent, Claims 1 & 3-5)	
Meridian's Proposed Construction	ToughBuilt's Proposed Construction
No construction necessary. Plain and ordinary meaning should apply.	“Shortened from its normal length along an axis by application of force along that axis”

26 ⁵¹ *Id.* at Claim 4 (emphasis added to show disputed limitation).

27 ⁵² *Id.* at Claim 5 (emphasis added to show disputed limitation).

28 ⁵³ *See id.* at Claims 1 & 3-5.

1 The parties agree that the state of being compressed is a result of being
2 exposed to compressive pressure.⁵⁴ The crux of the dispute is whether an object
3 that is compressed, or in a compressed state, is shortened from its normal length
4 along the axis that the force is applied.⁵⁵ ToughBuilt references the specification
5 to support its proposed construction, and it points to the detailed description of
6 the second embodiment,⁵⁶ which states that when two storage boxes are locked
7 together using the second embodiment, the “upper storage box is pressed down,
8 the card block 32 is squeezed and compressed by the stopper 123, the second
9 resilient member 33 compresses and accumulates force, and the stopper 123 and
10 the card block 32 are always held against the upper and the lower.”⁵⁷ Figures 10
11 and 14 correspond to the description, and they are helpful in understanding the
12 relation of the components in the stopping part:



⁵⁴ Meridian’s Opening Brief 20:6-8; ToughBuilt’s Responsive Brief 18:22-24.

⁵⁵ See ToughBuilt Opening Brief 15:6-15.

⁵⁶ ’946 Patent 10:14-36.

⁵⁷ *Id.* at 10:31-36.

1 The Figures show that the card block (reference number 32) and the
2 second resilient member (reference number 33) are components of the stopping
3 part (reference number 3). The second resilient member is a spring.

4 Looking to the specification, the first and second resilient members, both
5 springs, are described as being extended and compressed.⁵⁸ The specification
6 never directly states whether the springs lengthen or shorten in said
7 circumstances. Logically, a spring will extend in length when exposed to a
8 tensile force, and it will shorten in length (to a point), when exposed to a
9 compressive force. However, even if the Court assumes that the specification
10 implies that the second resilient member always shortens when compressed—
11 which would be physically impossible, given that there is a definite stopping
12 point for a spring in compression—the claims themselves use the limitation in
13 regard to the second resilient member *and* the card stop. The card stop is not a
14 spring.

15 Meridian submits that this limitation needs no construction, as the
16 limitation is clear when read in view of the specification. The Court agrees.
17 Accordingly, the Court declines to construe this limitation; plain meaning
18 applies.

19 V. DISPOSITION

20 For the foregoing reasons, the Court hereby **ORDERS** as follows:

21 1. The disputed limitations are **CONSTRUED** as follows:

22 Limitation	Construction
23 “configured to slide inward” 24 (’946 Patent, Claims 1 & 11)	Plain and ordinary meaning.
25 “manual movement” (’946 Patent, 26 Claims 1, 11, & 15)	Plain and ordinary meaning.

27
28 ⁵⁸ See, e.g., *id.* at 2:49-56, 8:9-17, & 13:19-27.

Limitation	Construction
"stop part" ('946 Patent, Claims 1-6, 10-13, & 15)	Plain and ordinary meaning.
"Compressed"/"Compressed-State" ('946 Patent, Claims 1 & 3-5)	Plain and ordinary meaning.

2. The agreed-upon constructions are **ADOPTED** as follows:

Limitation	Agreed Construction
"other storage box" ('946 Patent, Claims 1 & 11)	Plain and ordinary meaning, and is used interchangeably with "another storage box"
"mounting part" ('946 Patent, Claims 1 & 11)	Plain and ordinary meaning, and is used interchangeably with "mounting body"
"slot" ('946 Patent, Claims 3-5, 10, 11, 14-16)	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, Claims 1, 11, & 15)	"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, Claim 1)	Plain and ordinary meaning, not indefinite.

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Limitation	Agreed Construction
“wherein the portion of the sliding mechanism is coplanar” (’689 Patent, Claim 1)	Plain and ordinary meaning, not indefinite.

IT IS SO ORDERED.

Dated:_____

John W. Holcomb
UNITED STATES DISTRICT JUDGE