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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

HARBOR FREIGHT TOOLS USA, INC., Plaintiff, v. CHAMPION POWER EQUIPMENT, INC. Defendant.	Case No.: 2:24-cv-08722-SVW-AS **DEFENDANT CHAMPION POWER EQUIPMENT, INC.'S OPENING MARKMAN BRIEF** Date: September 30, 2025 Time: 9:30AM Judge: Hon. Stephen V. Wilson

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I. INTRODUCTION

The Court should adopt Defendant Champion Power Equipment, Inc.'s ("Champion") proposed claim constructions for the disputed claim terms of the patents-in-suit (the "Asserted Patents"[1]) and reject those proposed by Plaintiff Harbor Freight Tools USA, Inc. ("Harbor Freight" or "HFT"). Champion proposes the plain and ordinary meaning be accorded to the disputed terms in view of the intrinsic record. The extrinsic evidence, including Champion's expert testimony, bolsters these arguments. "If a claim term has a plain and ordinary meaning, [the Court's] inquiry ends." *BASF Agro B.V. v. Makhteshim Agan of N. Am., Inc.*, 519 F. App'x 1008, 1015 (Fed. Cir. 2013) (*citing Vitronics Corp. v. Conceptronic, Inc.* 90 F.3d 1576, 1582 (Fed. Cir. 1996).

Harbor Freight's proposed constructions, on the other hand, violate some of the most basic tenets of claim construction, including the rule against importing limitations from a preferred embodiment into the claims and the doctrine of claim differentiation (including both the presumption that different claim terms have different meanings, and that different claims have different scope). Harbor Freight's proposed constructions, divorced from well-established patent law, are unsupported by intrinsic or extrinsic evidence and are a litigation tactic to attempt to avoid a finding that Harbor Freight has willfully infringed the Asserted Patents.

II. CHAMPION INNOVATIONS

The Asserted Patents relate generally to multi-fuel engines and generators. Multi-fuel generators can run on more than one fuel source to create electricity. Typically, they can run on liquid fuel such as gasoline or gaseous fuels such as

[1] The Asserted Patents are U.S. Patent Nos. 10,393,034 ("'034 Patent"); 11,143,120 ("'120 Patent"); 11,492,985 ("'985 Patent"); 11,530,654 ("'654 Patent"); 11,840,970 ("'970 Patent"); 10,221,780 ("'780 Patent"); 11,905,895 ("'895 Patent"); 10,697,398 ("'398 Patent"); 11,143,145 ("'145 Patent"); 10,598,101 ("'101 Patent"); 11,306,667 ("'667 Patent"); 11,761,390 ("'390 Patent"); and 11,905,896 ("'896 Patent") and can be found at ECF Nos. 1-1 through 1-13.

propane or natural gas. The ability to switch between different fuel types provides consumers with the option to use fuels that may be more convenient or produce a higher power output (e.g., gasoline) or fuels that are cleaner (e.g., propane and natural gas).

In one example of an invention disclosed by the Asserted Patents, a multi-fuel generator that can have a fuel selector that switches between two fuels. The fuel selector interacts with components such as switches, solenoids, and valves to control which of the different fuels flow to an engine of the multi-fuel generator. Different types of valves in the multi-fuel generator can be mechanical valves or electro-mechanical valves, for example. In another example, a multi-fuel generator can have a mechanical fuel lockout switch that is used to selectively control which fuel flows to the engine from one of the fuel sources. Other components of the multi-fuel generator may include, for example, an engine, a pressure regulator, and an alternator. The components are coupled in a manner that facilitates the desired functionality of the multi-fuel generator.

A. POSITA Definition

Champion's expert witness, William Singhose, Ph.D., has offered an opinion on the skill level for a POSITA that the Court should adopt with respect to the Asserted Patents. *See* Declaration of Dr. William Singhose ("Decl."). Dr. Singhose opines the claimed subject matter in the Asserted Patents can be compared to subject matter typically taught in the curricula for mechanical engineering or a closely related field. *Id.*, ¶ 36. Thus, a POSITA would have a four-year degree in mechanical engineering or a closely related field and at least one year of experience designing, developing, servicing, or operating fuel-powered machinery. *Id.*, ¶ 34. Additional education could substitute for professional experience and significant work experience—such as working with, servicing, or operating such machinery in the field. *Id*. For example, Dr. Singhose's senior year mechanical engineering students complete a capstone design project wherein they usually design, construct, and

demonstrate a prototype product, and such prototypes often utilize switches, valves, and various mechanical assemblies comparable to the subject matter of the Asserted Patents. *Id.*, ¶ 37. Therefore, mechanical engineering students would be able to understand and practice most of the claimed features, as well as how those features would be combined and operate. *Id.* An additional year of experience addresses components of such systems, like carburetors with float bowls, not usually taught at the undergraduate level. *Id.*, ¶ 38.

III. LEGAL STANDARDS

Courts construe the scope of patent claims as a matter of law. *Markman v. Westview Instruments, Inc.*, 517 U.S. 370, 391 (1996). Claim constructions form the basis for jury instructions to be used by jurors to determine whether infringement has been proven. Because the starting point is that all the patent claims are presumed valid and that the claim language has its plain and ordinary meaning, not every term needs to be construed by the Court; only "fundamental disputes" about claim scope must be resolved, and only to the limited extent necessary:

> Although when the parties present a fundamental dispute regarding the scope of a claim term, it is the court's duty to resolve it, courts are not (and should not be) required to construe *every* limitation present in a patent's asserted claims. The purpose of claim construction is to resolve disputed meanings and technical scope, to clarify and when necessary to explain what the patentee covered by the claims, for use in the determination of infringement or invalidity. Accordingly, only those terms need be construed that are in controversy, and only to the extent necessary to resolve the controversy.

Promptu Sys. Corp. v. Comcast Corp., 92 F.4th 1372, 1380 (Fed. Cir. 2024) (citation modified) (citing *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1362 (Fed. Cir. 2008), *U.S. Surgical Corp. v. Ethicon, Inc.*, 103 F.3d 1554, 1568 (Fed. Cir. 1997), and *Vivid Techs., Inc. v. Am. Sci. & Eng'g, Inc.*, 200 F.3d 795, 803 (Fed. Cir. 1999)). In some cases, once appropriate claim construction principles are

followed, the court determines there is no true controversy about the meaning, and then no construction is required. *See, e.g., Summit 6, LLC v. Samsung Elecs. Co., Ltd.*, 802 F.3d 1283, 1291 (Fed. Cir. 2015) (The district court did not err in declining to construe the disputed term, which was itself "comprised of commonly used terms; each is used in common parlance and has no special meaning in the art. Because the plain and ordinary meaning of the disputed claim language is clear, the district court did not err by declining to construe the claim term."); *ActiveVideo Networks, Inc. v. Verizon Commc'ns, Inc.*, 694 F.3d 1312, 1326 (Fed. Cir. 2012) (finding the district court did not err under *O2 Micro* in concluding "superimposing" claim terms "have plain meanings that do not require additional construction"); *but see O2 Micro*, 521 F.3d at 1361 ("A determination that a claim term 'needs no construction' or has the 'plain and ordinary meaning' may be inadequate when a term has more than one 'ordinary' meaning or when reliance on a term's 'ordinary' meaning does not resolve the parties' dispute.").

Claim construction is a question of law for the Court. *Markman*, 517 U.S. at 391. Claim terms are given their plain and ordinary meaning as understood by a person having ordinary skill in the art ("POSITA") at the time of the invention. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312 (Fed. Cir. 2005) (en banc). The courts "presume that the terms in the claim mean what they say." *BASF Agro B.V.*, 519 F. App'x at 1015 (*citing Tate Access Floors, Inc. v. Interface Architectural Res., Inc.*, 279 F.3d 1357, 1370 (Fed. Cir. 2002). "In some cases, the ordinary meaning of claim language as understood by a [POSITA] may be readily apparent even to lay judges, and claim construction in such cases involves little more than the application of the widely accepted meaning of commonly understood words." *Phillips*, 415 F.3d at 1314; *Medicis Pharm. Corp. v. Acella Pharms. Inc.*, CV 10-1780-PHX-JAT, 2011 WL 810044 (D. Ariz. Mar. 2, 2011). "If a claim term has a plain and ordinary meaning, our inquiry ends." *BASF Agro B.V.*, 519 F. App'x at 1015.

Claim construction begins by examining the claim language itself because the

claims define the invention. *Phillips*, 415 F.3d at 1312. This bears repeating: "It is the claims, not the preferred embodiments, that define the metes and bounds of the patentee's invention." *IQRIS Techs. LLC v. Point Blank Enters., Inc.*, 130 F.4th 998, 1004 (Fed. Cir. 2025) (citing *Phillips*, 415 F.3d at 1312, 1323). While the claims are read in view of the specification, importing a limitation from the specification into the claims has been deemed one of the "cardinal sins of patent law." *SciMed Life Sys., Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1340 (Fed. Cir. 2001); *Hill-Rom Servs., Inc. v. Stryker Corp.*, 755 F.3d 1367, 1371 (Fed. Cir. 2014) ("[W]e do not read limitations from the embodiments in the specification into the claims.").

"There are only two exceptions" to the general rule that claims are given their plain and ordinary meaning: "1) when a patentee sets out a definition and acts as his own lexicographer, or 2) when the patentee disavows the full scope of a claim term either in the specification or during prosecution." *Thorner v. Sony Comput. Entm't Am. LLC*, 669 F.3d 1362, 1365 (Fed. Cir. 2012) (emphasis added). "The standards for finding lexicography and disavowal are exacting." *Hill-Rom*, 755 F.3d at 1371. Regarding the first exception, "[t]o act as its own lexicographer, a patentee must *clearly* set forth a definition of the disputed claim term other than its plain and ordinary meaning" and must "*clearly* express an intent to *redefine* the term." *Thorner*, 669 F.3d at 1365 (quoting *Helmsderfer v. Bobrick Washroom Equip., Inc.*, 527 F.3d 1379, 1381 (Fed. Cir. 2008)) (emphasis added). As to the second exception, "[t]o disavow claim scope, the specification must contain 'expressions of manifest exclusion or restriction, representing a clear disavowal of claim scope.'" *Retractable Techs., Inc. v. Becton, Dickinson & Co.*, 653 F.3d 1296, 1306 (Fed. Cir. 2011) (quoting *Epistar Corp. v. ITC*, 566 F.3d 1321, 1335 (Fed. Cir. 2009)). The narrow limits of these two (and only) exceptions were recently emphasized by the Federal Circuit in *IQRIS*:

> [T]he 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.

130 F.4th at 1004 (emphasis added) (reversing the district court's interpretation a "pull cord" must be directly pulled by a user—the action of "pulling" was improperly imported from the specification—because in the absence of inventor lexicography or express disavowal of claim scope, that limitation cannot be read into the claim). "The standard for disavowal is exacting, requiring clear and unequivocal evidence that the claimed invention includes or does not include a particular feature." *Id.* at 1005 (citation modified) (quoting *Poly-Am., L.P. v. API Indus., Inc.*, 839 F.3d 1131, 1136 (Fed. Cir. 2016)).

The patent's prosecution history may also be relevant to claim construction; however, claim amendments and statements by the patentee during prosecution do not limit the claims unless they reflect a "clear and unmistakable disclaimer" of claim scope. *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1325–26 (Fed. Cir. 2003). Prosecution disclaimer does not attach "[w]hen the alleged disclaimer is ambiguous or amenable to multiple reasonable interpretations." *Core Wireless Licensing S.A.R.L. v. LG Elecs., Inc.*, 880 F.3d 1356, 1367 (Fed. Cir. 2018); *see also Maquet Cardiovascular LLC v. Abiomed Inc.*, 131 F.4th 1330, 1339 (Fed. Cir. 2025).

Courts may consider extrinsic evidence such as expert testimony[2] and dictionaries. *Phillips*, 415 F.3d at 1317. For instance, expert testimony can be used "to ensure that the court's understanding of the technical aspects of the patent is consistent with that of a [POSITA]." *Id*. at 1318. However, extrinsic evidence cannot be used to override the plain and unambiguous interpretation offered by the claim language and specification. *See Profectus Tech. LLC v. Huawei Techs. Co., Ltd.*, 823 F.3d 1375, 1380 (Fed. Cir. 2016) ("Extrinsic evidence may not be used 'to contradict

[2] Champion submits its expert's Declaration contemporaneously herewith. Champion will also be filing a Motion to Strike Harbor Freight's expert declaration as being untimely disclosed.

claim meaning that is unambiguous in light of the intrinsic evidence.'") (citations omitted); *Seabed Geosolutions (US) Inc. v. Magseis FF LLC*, 8 F.4th 1285, 1287 (Fed. Cir. 2021) ("If the meaning of a claim term is clear from the intrinsic evidence, there is no reason to resort to extrinsic evidence.").

One common claim construction doctrine is claim differentiation. This doctrine generally means different words/phrases presumably mean different things, and a narrower limitation in a dependent claim shows that such limitation is *not* part of the independent claim from which it depends. "Under the doctrine of claim differentiation, it is presumed that different words used in different claims result in a difference in meaning and scope for each of the claims." *Clearstream Wastewater Sys., Inc. v. Hydro-Action, Inc.*, 206 F.3d 1440, 1446 (Fed. Cir. 2000). This presumption is at its strongest "where the limitation that is sought to be 'read into' an independent claim already appears in a dependent claim." *InterDigital Commc'ns., LLC v. ITC*, 690 F.3d 1318, 1324 (Fed. Cir. 2012) (quoting *Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 910 (Fed. Cir. 2004)). Without the rule against importing a limitation from one claim into another, "the entire statutory and regulatory structure governing the drafting, submission, examination, allowance, and enforceability of claims would crumble." *D.M.I., Inc. v. Deere & Co.*, 755 F.2d 1570, 1574 (Fed. Cir. 1985). There is also "a presumption that two independent claims have different scope when different words or phrases are used in those claims." *Seachange Int'l, Inc. v. C-COR, Inc.*, 413 F.3d 1361, 1368-69 (Fed. Cir. 2005).

These basic tenets of patent claim construction show all of the disputed terms should be accorded their plain and ordinary meaning. The patentee has neither acted as its own lexicographer nor expressly disavowed any claim scope, and Champion's expert testimony on plain and ordinary meaning is unrebutted for all but four of the disputed terms. Rather than present legitimate disputes of the plain and ordinary meaning of the disputed claim terms, Harbor Freight repeatedly commits the cardinal sin of importing limitations from the specification into the claims and ignores the

doctrine of claim differentiation. Applying these principles, the Court should reject Harbor Freight's approach to the disputed claim terms and confirm the terms should be viewed with their plain and ordinary meaning or the alternative proposed constructions suggested by Champion below.

IV. ARGUMENT

A. "selector switch" ('101/'667/'390/'896)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"selector switch"	'101: 1-2, 8-9, 17-19 '667: 1-18 '390: 1-3, 5-10 '896: 30-32, 34-36	Plain and ordinary meaning	a movable component whose positioning enables subsequent user selection of only one fuel source

Champion asserts this term, along with the remaining terms for which HFT proposes construction, can be construed as having its plain and ordinary meaning. "Selector switch" is a term a POSITA would easily understand in the Asserted Patents. As described by Dr. Singhose, a POSITA would accord this term its plain and ordinary meaning to be consistent with and understood in light of the specification and claim language, which includes a device or mechanism for choosing an option or a device or mechanism for making a selection or choice. There is nothing in the specification or file history that dictates a different construction.

Further, "switch" is a term commonly used in patents and for which courts have often accorded its plain and ordinary meaning. *See, e.g., Douglas Dynamics, LLC v. Buys Prods. Co.*, No. 09-cv-261-bbc, 2010 WL 744253, at * 9 (W.D. Wis. Mar. 2, 2010) ("'Switch' as used in claims of the patent does not need construction because its plain and ordinary meaning is easily discernible from the claim language. The term is clear and nothing in the claim language or the specification necessitates a special

definition. Therefore, the plain and ordinary meaning controls.") (citation modified).

HFT, on the other hand, ignores the plain meaning of the term in favor of a construction that inappropriately incorporates additional limitations. First, HFT's proposed construction adds the requirement the selector switch be a "movable component." "Movable component" does not find support in the specifications of the Asserted Patents. Further, as explained by Dr. Singhose in his declaration, "component" has multiple meanings and its incorporation into the construction of selector switch could confuse the fact finder, especially when the term selector switch is an easily understood term in the claims. Decl., ¶ 47.

Second, the construction incorrectly incorporates an action by the user ("enables subsequent user selection of only one fuel source"). Nothing in the specification or file history dictate that additional limitation. Instead the use of the claim limitation is further described in the patent claims themselves. For example, Claim 1 of the '101 Patent requires: "a selector switch positioned on the valve assembly to allow a user to manually select one of the first fuel flow and the second fuel flow." In that instance, HFT's proposed construction is almost cumulative of the requirements of the subsequent claim language.

The Court should find "selector switch" can be given its plain and ordinary meaning. However, should the Court be inclined to provide a construction for the jury, the Court should construe the term to read: a device or mechanism for choosing an option or a device or mechanism for making a selection or choice.

B. "valve assembly" ('101/'667/'390/'896)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"valve assembly"	'101: 1-2, 8-10, 17-19 '667: 1-18	Plain and ordinary meaning	at least one fuel valve and corresponding valve handle,

	’390: 3, 5-8 ’896: 30-32, 34-36		separate from the selector switch

Again, Champion asserts the term “valve assembly” should be given its plain and ordinary meaning whereas HFT blatantly incorporates other limitations into the construction.

As pointed out in Dr. Singhose’s Declaration, a valve assembly is a well-known component within engineering. As such, a POSITA would readily understand the term and how its use is claimed. A POSITA would know valve assemblies come in several different forms, with various properties that can be chosen to match with an intended purpose. Decl., ¶¶ 52-53.

HFT’s proposed construction incorporates additional requirements such as a corresponding valve handle and the assembly must be separate from the selector switch. First, “handle” does not appear in the claims. Second, the claims do not state components are “separate from the selector switch.”

For example, Claim 17 of the ’101 Patent claims, inter alia, a “valve assembly positioned on or adjacent the selector switch,” which inherently contradicts HFT’s proposal that they be “separate and distinct.” Indeed, the “valve assembly” is said to be “on…the selector switch,” so the valve assembly is not necessarily “separate from the selector switch. HFT is clearly attempting to force the claims to be read *only* on a preferred embodiment. As another example, Claim 1 of the ’667 Patent claims “a selector switch positioned on the valve assembly…,” again cutting against HFT’s argument about being “separate.” Claim 10 of the ’667 Patent is yet another example where the “valve assembly” and the “selector switch” are not called out by the patentee to have any such “separate and distinct” relationship. And Claim 14 of the ’667 Patent demonstrates a case where the “valve assembly” and “selector switch” can be related by a “corresponding operation,” but certainly does not require them to be “separate.”

Also, demonstrating HFT's attempt to read preferred embodiments into the claims is HFT's proposal to require a "handle" in the "valve assembly" where the patentee clearly did not require it. Claim 10 of the '101 Patent separately refers to "a valve assembly" and "at least one valve handle positioned on and operably connected to the valve assembly…." Again, the language of the claims themselves belies HFT's proposed construction.

Therefore, the "valve assembly" itself cannot be defined to have a handle because the patentee used separate language to call out when a handle is required. As another example, Claim 29 of the '896 Patent further limits dependent Claim 28 (depending from independent Claim 21 through dependent Claim 26), which has a "valve assembly," by further claiming "a first valve handle" and "a second valve handle." The fact that dependent Claim 29 specifically adds "handle[s]" means the claims from which it depends are not required to have handles. Otherwise, Claim 29 would be meaningless. For at least these reasons, under the doctrine of claim differentiation, "valve assembly" cannot be construed as *necessarily* having a "corresponding valve handle." A "valve assembly" may include a handle, but it is not required.

HFT's faulty construction invites this Court to make the same error that caused the Federal Circuit to reverse the district court's claim construction in *IQRIS Techs. LLC*, 130 F.4th at 1004. There, the district court improperly interpreted "pull cord" as needing to be "directly pulled" by the user (improperly reading preferred embodiments into the claims) and that "pull cord" excludes cords with handles. *Id.* at 1003. Referring to plain and ordinary meaning, and absence of lexicography or disavowal of claim scope, the patentee argued (1) the claims do not specify (and thus are not limited to) pulling directly or indirectly, and (2) the claims were silent about whether the pull cord could have a handle or not. *Id.* at 1003–04. Applying the correct law, the Federal Circuit agreed with the patentee that the claim *did not require* a handle (nor the absence of a handle) and *was not limited* to "direct" pulling, "[e]ven

when all embodiments in the written description depict a pull cord that is directly pulled." *Id.*

The Court should reject HFT's improperly narrow construction and adopt the term's plain and ordinary meaning. Should the Court determine a construction would be helpful to the finder of fact, "valve assembly" should be construed as "one or more valves arranged together."

C. "a mechanical fuel valve" ('780/'654/'985/'970/'895)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"a mechanical fuel valve"	'780: 1, 6, 8, 15 '654: 6-7 '985: 5, 15 '970: 1-2, 12-14, 20-21, 34, 44-45, 48 '895: 1, 6-8, 12-13	Plain and ordinary meaning	A single mechanical fuel valve

The term "a mechanical fuel valve" is one readily understood by a POSITA when read in light of the specification and claim language. For this reason, the Court should accord the term its plain and ordinary meaning. Alternatively, the Court should construe this term to include a mechanical device that allows control of one or more fuel flows.

As described by Dr. Singhose, mechanical fuel valves are common mechanisms and their described use in the Asserted Patents is consistent with typical uses of such mechanisms. Mechanical fuel valves have open and closed positions that control the flow of fuel. The opening and closing of mechanical fuel valves can be controlled via mechanical means such as handles, levers, knobs, and buttons. Dr. Singhose provides examples of well-known mechanical fuel valves in his report. Decl., ¶ 63.

HFT's advocates for a construction of "a **single** mechanical fuel valve." Nothing in the claim itself or the specification requires the fuel valve to be "a single" valve and claim construction precedent supports this Court's rejection of HFT's proposal. The Federal Circuit has repeatedly determined, that within patent claims, the indefinite articles "a" or "an" are typically construed to signify "one or more," particularly when referring to open-ended claims that use the transitional term "comprising," as is the case with all of the asserted claims in this matter. For example, in *Baldwin Graphic Sys., Inc. v. Siebert, Inc.*, the court emphasized the general rule applies unless the patentee evinces a clear intent to limit the term to a singular meaning. 512 F.3d 1338, 1342–43 (Fed. Cir. 2008) ("[t]hat 'a' or 'an' can mean 'one or more' is best described as a rule, rather than merely as a presumption or even a convention. The exceptions to this rule are extremely limited: a patentee must 'evince[] a clear intent' to limit 'a' or 'an' to 'one.'"). Similarly, in *KCJ Corp. v. Kinetic Concepts, Inc.*, the court noted the use of "a" or "an" does not restrict the claim to a singular embodiment unless the claim language or context necessitates such a limitation. 223 F.3d 1351, 1356 (Fed. Cir. 2000).

D. "fuel lockout apparatus" ('780/'654/'895)

Disputed claim term	Claims where term appears	Champion's proposed construction	HFT's Proposed Construction
"fuel lockout apparatus"	'780: 1, 6, 8, 15 '654: 6-7 '895: 1, 6-8, 12-13	This term should not be construed pursuant to 35 U.S.C. §112(f) and should be given its plain and ordinary meaning.	This term should be construed pursuant to 35 U.S.C. §112(f) as a means-plus-function limitation. The recited function is to "prevent the second fuel source from coupling to

			the second fuel line while the mechanical fuel valve is in the first position;" and "permit the second fuel source to couple to the second fuel line while the mechanical fuel valve is in the second position." The corresponding structure is Items 58, 61 in Figs. 2, 3, 4A, 4B, as described at '780 patent, col. 5:37-64; 6:10-31; 6:42-7:17; 7:54-67; 8:49-64, and equivalents thereof.

There is no need to construe the term "fuel lockout apparatus" because it has a well-understood plain and ordinary meaning, examples of which are supported at 5:37–6:31 and FIGS. 2–4B of the '780 Patent. Decl., ¶ 75.

HFT incorrectly advocates for the Court to construe the term "fuel lockout apparatus" under the requirements of 35 U.S.C. § 112(f). Under Section 112, ¶ 6 (now subsection (f)), a claim element:

> may be expressed as a means or step for performing a specified function without the recital of structure, material, or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

35 U.S.C. § 112(f).

Typically in patent claim drafting this provision is invoked by reciting a "**means for** [performing a certain function]." If the claim language at issue does not include the term "**means**" or "**step**" (as is the case here), then there is a rebuttable presumption that § 112(f) does not apply. *See Williamson v. Citrix Online, LLC*, 792 F.3d 1339, 1348 (Fed. Cir. 2015) (en banc). The presumption against application of § 112 (f) may be rebutted only "if the challenger demonstrates that the claim term fails to 'recite[] sufficiently definite structure' or else recites 'function without reciting sufficient structure for performing that function.'" *Id*. at 1349 (citation omitted). "The standard is whether the words of the claim are understood by [POSITAs] to have a sufficiently definite meaning as the name for structure." *Id*.

Because the term "fuel lockout apparatus" does not include the word "means," the presumption **against** application of § 112(f) applies. Therefore, for the Court to construe the term under § 112(f), the Court must find a POSITA would understand "fuel lockout apparatus" to be purely functional and to not recite sufficient structure to perform the function. *See, e.g., Samsung Elecs. Am., Inc. v. Prisua Eng'g Corp.*, 948 F.3d 1342, 1354 (Fed. Cir. 2020) ("The question whether the term 'digital processing unit' invokes section 112, paragraph 6 [now sub-section (f)], depends on whether [POSITAs] would understand the claim language to refer to structure, assessed in light of the presumption that flows from the drafter's choice not to employ the word 'means.'").

HFT's argument to invoke section 112 (f) fails for at least two reasons. First, a POSITA clearly understands the meaning of the term "fuel lockout apparatus" to provide sufficient structure such that a POSITA would understand how to practice the claim. As Dr. Singhose explains, "a POSITA would readily understand a 'fuel lockout' for a dual-fuel generator to be a structure that, at the least, stops one of the fuels from flowing into the generator engine." Decl., ¶ 71.

Second, HFT advocates for the incorrect function of the "fuel lockout apparatus." As provided in the chart above, Harbor Freight claims the recited function is to:

i) "prevent the second fuel source from coupling to the second fuel line while the mechanical fuel valve is in the first position;" and

ii) "permit the second fuel source to couple to the second fuel line while the mechanical fuel valve is in the second position."

This argument is misplaced because it does not encompass the functionality of all of the claims that include the fuel lockout apparatus. For example, Claim 6 of the '780 Patent requires: *the mechanical fuel valve and the fuel lockout apparatus operate together to ensure that fuel from the first fuel source and fuel from the second fuel source are not simultaneously delivered to the dual fuel engine.* This required functionality is not equivalent to the functionality that HFT advocates for in its proposed construction. For this reason, alone, HFT's proposed 112(f) construction fails.

HFT has made no persuasive argument for its construction and, as such, the Court should accord the term its plain and ordinary meaning. As Dr. Singhose further explained:

> Based on my review of the Asserted Patents, Asserted Claims, and the prosecution history, and consistent with my general knowledge and experience in the industry, my opinion is that a POSITA would accord this term its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes **an apparatus that prevents selection of more than one fuel source.** A POSITA would readily understand this term and how it is used in the claims because this is a straightforward element and its operation is clearly described.

Decl., ¶ 73.

E. "from coupling"/"coupling"/"to couple" ('780/'654/'895)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"from coupling"/"coupling"/"to couple"	'780: 1, 6, 8, 15 '654: 6-7 '895: 1, 6-8, 12-13	Plain and ordinary meaning	attaching/to attach

"Coupling" is a readily understood word that requires no additional construction. A POSITA viewing this term in light of the claim language and specification would understand the phrases refers to two or more components directly or indirectly interacting with each other. This can occur, for example, physically, electrically and/or fluidly. Dr. Singhose's Declaration supports this construction. Decl., ¶ 81.

HFT seeks to have this Court impose a construction that is narrower than the claim term requires.[3] HFT's proposal of "attaching or to attach" firstly implies a physical attachment. This is improper importation of additional requirements to the claim term. Further as Dr. Singhose explains, HFT's proposed construction would completely eliminate fluid coupling when fluid coupling is clearly taught in the specification. Decl., ¶ 82. For example, the '780 Patent at 5:52–6:31 gives examples showing that "coupled" as used here can relate to the concept of preventing fuel flow and permitting fuel flow, which HFT's proposed construction contradicts and unnecessarily limits.

Further, the patentee clearly chose to use the words couple and coupling and

[3] As will be seen in Section IV(L), HFT proposes the term "coupled to" when used as a verb is indefinite. It is convenient HFT can understand "couple" as used in three of the Asserted Patents but believes a POSITA would lose that understanding when used in the claims of the '034 Patent.

not the words "attaching or "to attach." In some instances, adopting HFT's proposed construction would render the word couple superfluous. For example, Claim 5[4] of the '780 Patent includes the following limitation: "the first end of a quick -disconnect hose **coupling attached** to the inlet of the second fuel line." Substituting the word "attaching" would be nonsensical.

Again, the Court should rule plain and ordinary meaning of these terms is proper. However, should the Court determine a construction is required, the terms should be construed as "two or more components directly or indirectly interacting with each other, for example, physically, electrically and/or fluidly."

F. "communicate"/"communication" ('780/'895)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"communicate"/ "communication"	'780: 1, 6, 8, 15 '895: 1, 6-8, 12-13	Plain and ordinary meaning	Allow fuel flow/fuel flow

"Communicate" and "communication" are readily understood terms to a POSITA. As Dr. Singhose explains, a POSITA would give these terms their plain and ordinary meanings. The terms as used in the specification and claims are directed to a transfer of liquid, gas, or other material.

HFT's proposed construction is confusing and not in keeping with a POSITA's understanding of the term in the context of the specification and claims. For example, when "fuel flow" is substituted for "communication" into Claim 8 of the '895 Patent, the relevant claim limitation reads "when the second fuel source is in *fuel flow* with the dual fuel engine." The claim limitation is not only grammatically incorrect, the meaning, to the extent it can be understood, has been modified. When read with its plain and ordinary meaning, the claim covers the instance wherein there could be a

[4] Claim 5 is not an asserted claim in this case but demonstrates the untenable claim construction position HFT advocates for.

transfer of fuel, but fuel does not have to actually be flowing. Such a situation would occur when the generator is not actively generating electricity. Decl., ¶ 87. However, using HFT's construction, the limitation would require "the second fuel source is in *fuel flow* with the dual fuel engine." To the extent this can be understood, a POSITA would view this as a requirement that fuel actually be flowing, a condition Claim 8 does not require.

For these reasons, the court should decline to adopt HFT's proposed construction.

G. "switch…to [enable changing/change] operation of the engine between gaseous fuel and liquid fuel" ('398/'145/'034)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"switch…to change operation of the engine between gaseous fuel and liquid fuel"	'398: 1, 3-8, 10, 19, 22, 57, 58 '145: 1-8, 10 '034: 3, 20, 22	Plain and ordinary meaning	a device for making, breaking, or changing the connections in an electrical circuit that causes a change in operation

This term appears in several of the Asserted Patents and is a term readily understood by a POSITA. Dr. Singhose opines a POSITA would accord these terms their plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a physical structure arranged to allow a fuel selection. Decl., ¶ 90. Switches that change the operating mode of machines are common, and a POSITA would be aware of several such switches that would be appropriate for the claimed technology. In the context of the Asserted Patents, this term indicates a physical structure that is arranged to allow a fuel selection.

HFT's proposed construction, on the other hand, is an attempt to read into the claim language the requirement that a switch include an "electrical circuit." Per Dr. Singhose, "[s]witches that change the operating mode of machines are extremely common and a POSITA would certainly be aware of mechanical, fluid, and electrical switches. Therefore, narrowing the switch limitation to only those switches that utilize an "electrical circuit" is inappropriate." Decl., ¶ 93.

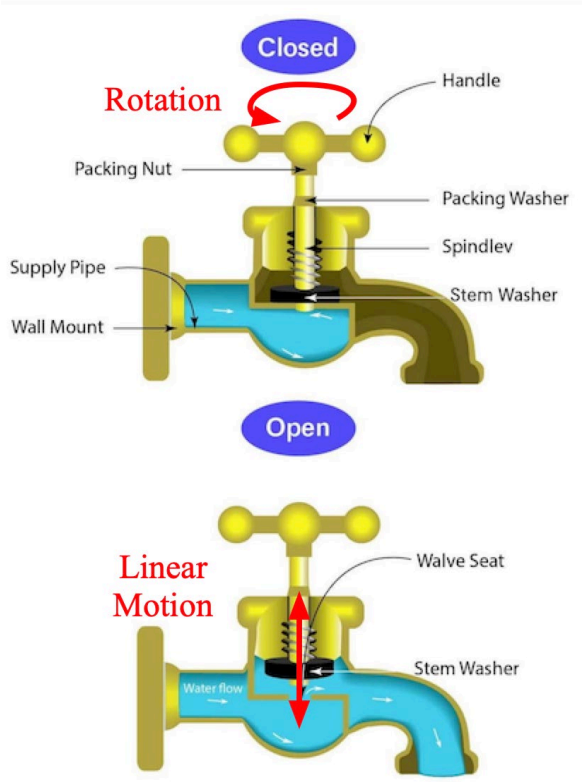
H. "rotating mechanical valve" ('145)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"rotating mechanical valve"	'145: 14	Plain and ordinary meaning	a valve that actuates in a rotative motion free from linear motion

This term does not need to be construed and should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a mechanical device that allows control of one or more fuel flows and includes at least one rotating component.

HFT improperly adds a limitation to the claim term "free from linear motion." Nothing in the specification or prosecution history supports such a limited construction. As Dr. Singhose describes, well-known mechanical valves include both rotative and linear motion.

> Consider, for example, the common water spigot, which is unquestionably a rotating mechanical valve. As illustrated below, when a user rotates the valve handle, a portion of the valve travels linearly to open and close the flow of water.



Decl., ¶ 99.

There is no support for HFT's restrictive construction and the plain and ordinary meaning should be accorded. If the Court finds a construction would be helpful to the jury, it should be construed as "a mechanical device that allows control of one or more fuel flows and includes at least one rotating component."

I. "pressure regulator" ('034/'654/'985/'120/'970)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"pressure regulator"	'034: 11-14 '654: 6-7, 10 '985: 1, 4-5, 7, 16-17	Plain and ordinary meaning	a device that reduces and controls the pressure of gaseous fuel

	’120: 12-15 ’970: 1-2, 12-14, 20-21, 34, 44-45, 48		

“Pressure regulator” is a readily understood term that should be accorded its plain and ordinary meaning. Read in light of the claims and specification, a POSITA would understand this term to mean a device that controls pressure. Decl., ¶ 106.

HFT once again argues for a construction that is unduly narrow and not supported by the claims and specification. HFT, seemingly without support, imports into the construction the requirement that the pressure regulator not only controls, *but reduces* the pressure of gaseous fuel. The flaw in HFT’s construction, however, lies in the reality that the fuel pressure does not always have to be reduced. *Id.*, ¶ 104. HFT’s construction would allow it to avoid infringement if the pressure upstream of the regulator does not necessarily have to be reduced.

Further, the claims themselves dictate the status of the various pressures in the system. For example, Claim 11 of the ’034 Patent requires “a primary pressure regulator coupled to a service valve of the pressurized fuel source to regulate fuel supplied from the pressurized fuel source to a *reduced* pressure…” This limitation of Claim 11 itself calls for the pressure to be reduced. It is not necessary to incorporate the additional “reduces” limitation. By contrast, the next limitation of Claim 11 states: “a secondary pressure regulator coupled to the primary pressure regulator to regulate fuel supplied from the primary pressure regulator to a desired pressure for delivery through the gaseous fuel line to operate the engine.” This term does not require the pressure to be reduced, but if HFT’s construction is applied, the pressure would necessarily be required to be reduced. Decl., ¶ 105.

J. "integral components of" ('985)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"integral components of"	'985: 17	Plain and ordinary meaning	Included as a part of

Champion asserts this term should be accorded its plain and ordinary meaning. A POSITA would understand this term in light of the intrinsic record. Decl., ¶ 109.

"Integral components of" is found only in Claim 17 of the '985 Patent. Claim 17 in its entirety reads: "the dual fuel generator and fuel delivery system of Claim 16 wherein the primary and secondary pressure regulators are integral components of a dual stage pressure regulator."

HFT's proposed construction is merely swapping words and does not aid the understanding of the term by the fact finder. Decl., ¶ 110.

K. "gaseous cutoff" ('034)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"gaseous cutoff"	'034: 1-3, 5-9	Plain and ordinary meaning	indefinite

"Gaseous cutoff" needs no construction and should be accorded its plain and ordinary meaning consistent with and understood in light of the specification and claim language, which includes a device that allows control of gaseous fuel flow, e.g., to "open and close a gaseous fuel source to the engine." Decl., ¶ 113.

HFT argues this term is indefinite.[5] Issued patents are presumed to be valid, which includes a presumption that they are not indefinite. Accordingly,

[5] To the extent HFT seeks to rely on any expert testimony to support its indefiniteness argument, such reliance has been waived. HFT never stated it might rely on an expert for supporting its indefiniteness position (unlike its stated intent for other terms). Ex. A, HFT's Proposed Constructions and Extrinsic Evidence.

"[i]ndefiniteness must be proven by clear and convincing evidence." *Sonix Tech. Co., Ltd. v. Publ'ns Int'l, Ltd.*, 844 F.3d 1370, 1377 (Fed. Cir. 2017); *WSOU Invs. LLC v. Google LLC*, No. 2022-1064, 2023 WL 6531525, at *6 (Fed. Cir. Oct. 6, 2023) (party asserting indefiniteness "carries the ultimate burden to show indefiniteness due to lack of corresponding structure by clear and convincing evidence"). Claims will be held invalid for indefiniteness only if they 'fail to inform, with reasonable certainty, those skilled in the art about the scope of the invention.'" *Nautilus, Inc. v. Biosig Instruments, Inc.,* 572 U.S. 898, 901 (2014).

> The indefiniteness inquiry is concerned with whether the bounds of the invention are sufficiently demarcated, not with whether one of ordinary skill in the art may find a way to practice the invention. To assess whether a claim is indefinite, therefore, a court does not look to the knowledge of one skilled in the art apart from and unconnected to the disclosure of the patent. A court rather looks at the *disclosure* of the patent and determines if one of skill in the art would have understood that *disclosure* to encompass the required structure. As such, a patent need not explicitly include information that is already well known in the art. If a general approach is sufficiently well established in the art and referenced in the patent, the claim is not indefinite.

Giesecke & Devrient GmbH v. United States, 163 Fed. Cl. 430, 444 (2023) (citation modified).

Again, "gaseous cutoff" is a term clearly understood by a POSITA in light of the specification and claim language. Alternatively, the Court should construe this term to include a device that allows control of gaseous fuel flow, e.g., to "open and close a gaseous fuel source to the engine."

L. "coupled to [verb]" ('034)

Disputed claim term	Claims where term appears	Champion's Proposed Construction	HFT's Proposed Construction
"coupled to [verb]"	'034: 1-3, 5-9, 18-20, 22	Plain and ordinary meaning	indefinite

As discussed above in Section IV(E), "coupled to" is readily understood by a POSITA. HFT cannot meet its burden of demonstrating by clear and convincing evidence that the term is indefinite.

As Dr. Singhose has opined, a POSITA readily understands the meaning of the term "coupled to" as used in the specification and claims of the '034 Patent. For example, the specification of the '034 Patent states "The multi-fuel engine also includes a liquid cutoff solenoid *coupled to* open and close a liquid fuel path to the engine." '034 Patent, Abstract (emphasis added). Dr. Singhose opines a POSITA would know a liquid cutoff solenoid would need to be arranged on the liquid fuel path in order to perform the action of cutting off liquid fuel flow. Decl., ¶ 120. There would be a finite number of well-known ways to configure the required arrangement on the liquid fuel path. As another example, the '970 Patent states "In accordance with yet another aspect of the invention, a dual fuel generator includes an alternator and a dual fuel engine *coupled to* drive the alternator…." '970 Patent, 3:35–37 (emphasis added). A POSITA would know the engine would need to be arranged in such a way that running the engine could result in the driving of the alternator. *Id.*

Because there are a finite number of well-known ways to configure the required coupling between engine and alternator, a POSITA would understand the bounds of this claim term. *Id.*

V. CONCLUSION

For the reasons articulated above and included in Dr. Singhose's Declaration submitted contemporaneously herewith, Champion respectfully requests the Court give each disputed term its plain and ordinary meaning as understood by a POSITA.

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Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant Champion Power Equipment, Inc., certifies that this brief contains 7,289 words, which complies with the word limit set forth in the parties' September 5, 2025 Stipulation (ECF No. 80).

Dated: September 9, 2025

/s/ Jennifer E. Hoekel
Jennifer E. Hoekel

CERTIFICATE OF SERVICE

I hereby certify that on this the 9th day of September 2025, I caused the foregoing document to be filed electronically with the Clerk of Court, and therefore served upon all counsel of record.

/s/ Jennifer E. Hoekel