UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.	SACV 19-1072 PSG (ADSx) (LEAD consolidated case) EDCV 19-1224 PSG (ADSx) CV 19-6224 PSG (ADSx) CV 19-6978 PSG (ADSx) CV 19-6952 PSG (ADSx)	Date	June 23, 2020
Title	Caravan Canopy Intl, Inc. v. Home Depot U.S.A., Inc., et al. Caravan Canopy Intl, Inc. v. Lowe's Home Centers, LLC et al. Caravan Canopy Intl, Inc. v. Z-Shade Co. Ltd. et al. Caravan Canopy Intl, Inc. v. Walmart, Inc. et al. Caravan Canopy Intl, Inc. v. Shelterlogic Corp. et al.		

Present: The Honorable	Philip S. Gutierrez, United States District Judge
Wendy Hernandez	Not Reported
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiff(s):	Attorneys Present for Defendant(s):
Not Present	Not Present

Proceedings (In Chambers): **The Court CONSTRUES the Disputed Claim Terms as Stated Herein**

In 2019, Plaintiff Caravan Canopy Intl, Inc. ("Plaintiff") filed the above-captioned actions for patent infringement in this District, asserting U.S. Patent No. 5,944,040 ("the '040 Patent"). The actions were consolidated for pretrial purposes. Dkt. # 52.[1] Plaintiff and the remaining consolidated Defendants—Z-Shade Co. Ltd., Shelterlogic Corp., Lowe's Home Center, LLC, Walmart, Inc., and Costco Wholesale Corporation (collectively, "Defendants")—have now submitted disputed claim terms for construction.

A Joint Claim Construction and Prehearing Statement reflecting the parties' competing claim construction positions was filed on May 18, 2020. Dkt. # 90 ("*Joint Statement*"). On

[1] All docket citations in this Order refer to Lead Case No. SACV 19-1072 PSG (ADSx) unless otherwise noted.

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May 26, 2020, Plaintiff and Defendants filed their respective opening claim construction briefs. Dkt. # 95 ("*Pl.'s Opening Br.*"); Dkt. # 94 ("*Defs.' Opening Br.*"). On June 8, 2020, Plaintiff and Defendants filed their respective responsive claim construction briefs. Dkt. # 99 ("*Pl.'s Responsive Br.*"); Dkt. # 96 ("*Defs.' Responsive Br.*"). The Court finds this matter suitable for resolution without oral argument, thus the Court **VACATES** the Claim Construction Hearing presently set for June 29, 2020. *See* Fed. R. Civ. P. 78(b); C.D. Cal. L.R. 7-15.

Having considered the moving papers, the Court **CONSTRUES** the disputed claim terms as stated herein.

I. Background

The '040 Patent issued on August 31, 1999 and is titled "Collapsible Tent Frame." *Complaint*, Dkt. # 1 ("*Compl.*"), ¶ 19. Plaintiff alleges Defendants' manufactured "products infringe claims 1–3 of the '040 Patent." *Id.* ¶¶ 36–37. The '040 Patent recites three total claims, and the parties' disputed claim terms relate to claims 1 and 2. The three claims recite:

> 1. A collapsible tent frame, comprising:
> a center pole constructed for stretching and sustaining a tent's roof when a tent is pitched with the tent frame;
> a plurality of side poles coupled to each other through a plurality of scissor-type ribs, with upper ends of said ribs being hinged to connectors provided at top ends of said side poles and lower ends of said ribs being hinged to sliders movably fitted over said side poles; and

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> plurality of center pole ribs coupling said center pole to said connectors of the side poles, said center pole ribs individually comprising two rib members coupled to each other through a hinge joint and being hinged to the slider of an associated side pole through a support link, thus being collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole.
>
> 2. A collapsible tent frame according to claim 1, wherein said rib members of the center pole ribs have a substantially equal length.
>
> 3. A collapsible tent frame, according to claim 2, further comprising a claw member disposed at a lower end of each side pole.

'040 Patent, Claims 1–3. Additional explanation and discussion of the technology claimed by the '040 Patent will be provided in the relevant discussion sections of this Order.

II. Legal Standards

A. General Claim Construction Principles

"The purpose of claim construction is to 'determin[e] the meaning and scope of the patent claims asserted to be infringed.'" *O2 Micro Int'l Ltd. v. Beyond Innovation Tech. Co.*, 521 F.3d 1351, 1360 (Fed. Cir. 2008) (quoting *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 976 (Fed. Cir. 1995) (en banc), *aff'd* 517 U.S. 370 (1996)). The Supreme Court has held

that claim construction is a matter of law "exclusively within the province of the court." *Markman,* 517 U.S. at 372. "That is so even where the construction of a term of art has 'evidentiary underpinnings.'" *Teva Pharm. USA, Inc. v. Sandoz, Inc.*, 135 S. Ct. 831, 835 (2015) (quoting *Markman*, 517 U.S. at 390).

When construing claim terms, a court must first "look to the words of the claims themselves . . . to define the scope of the patent invention." *Vitronics Corp. v. Conceptronic, Inc.*, 90 F.3d 1576, 1582 (Fed. Cir. 1996). Words of the claims are "generally given their ordinary and customary meaning," which is the meaning they "would have to a person of ordinary skill in the art in question at the time of the invention, i.e., as of the effective filing date of the patent application." *Phillips v. AWH Corp.*, 415 F.3d 1303, 1312–13 (Fed. Cir. 2005) (en banc) (citation omitted).

However, a claim term should be construed "not only in the context of the particular claim in which the disputed term appears, but in the context of the entire patent, including the specification." *Id.* at 1313. The specification is "the single best guide to the meaning of a disputed term," and the court should "rely heavily" on it for guidance. *Id.* at 1315, 1317.

Further, a court should consider the patent's prosecution history—the complete record of the proceedings before the United States Patent and Trademark Office ("PTO") and the prior art cited during the patent's examination—because it "provides evidence of how the PTO and the inventor understood the patent." *Id.* at 1317. "[B]ecause the prosecution history represents an ongoing negotiation between the PTO and the applicant, rather than the final product of that negotiation, it often lacks the clarity of the specification and thus is less useful for claim construction purposes." *Id.*

Lastly, although less significant than the intrinsic record, courts may "rely on extrinsic evidence, which 'consists of all evidence external to the patent and prosecution history, including expert and inventor testimony, dictionaries, and learned treatises.'" *Id.* (quoting *Markman*, 52 F.3d at 980). "Extrinsic evidence may be useful to the court, but it is unlikely to result in a reliable interpretation of patent claim scope unless considered in the context of the intrinsic evidence." *Id.* at 1319.

B. Claim Term Indefiniteness

"[A] patent's claims, viewed in light of the specification and prosecution history, [must] inform those skilled in the art about the scope of the invention with reasonable certainty." *Nautilus, Inc. v. Biosig Instruments, Inc.*, 572 U.S. 898, 910 (2014). A claim term is invalid as indefinite if it fails to "particularly point[] out and distinctly claim[] the subject matter which the inventor or a joint inventor regards as the invention." 35 U.S.C. § 112 ¶ 2.[2]

Nautilus recognized that absolute precision is unobtainable in patent claim language given "the inherent limitations of language." *Id.* at 910. However, it stated that patent language must be precise enough to afford clear notice of what is claimed, thereby "appris[ing] the public of what is still open to them." *Id.* at 899 (quoting *Markman*, 517 U.S. at 373).

[2] The America Invents Act ("AIA") changed the sub-section designations for § 112 from numbered paragraphs to lettered sub-sections. Thus, for instance, 35 U.S.C. § 112(b) applies to patents with an effective filing date after relevant provisions of the AIA went into effect. The language of the section was not otherwise altered by the AIA. Because the '040 Patent asserts a priority claim to an application filed May 23, 1997, the Court will refer to the older paragraph designation for the relevant sub-section of § 112, *i.e.*, "§ 112, ¶ 2."

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Arguments for indefiniteness may be raised during claim construction. *See Biosig Instruments, Inc. v. Nautilus, Inc.*, 783 F.3d 1374, 1378 (Fed. Cir. 2015) ("In the face of an allegation of indefiniteness, general principles of claim construction apply." (citations omitted)). A party must prove indefiniteness by clear and convincing evidence. *BASF Corp. v. Johnson Matthey Inc.*, 875 F.3d 1360, 1365 (Fed. Cir. 2017).

III. Discussion

1. "center pole" (Claim 1)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
"Centrally disposed element for stretching and sustaining a tent's roof"	"centrally-disposed, long, slender object"

The parties dispute the construction of "center pole," which appears in claim 1 of the '040 Patent. In relevant part, claim 1 recites "a ***center pole*** constructed for stretching and sustaining a tent's roof when a tent is pitched with the tent frame . . . ." '040 Patent, Claim 1 (emphasis added).

Initially, the parties do not appear to dispute the meaning of "center," where each party proposed a construction of "centrally disposed." The Court determines that "center" is a lay term that is easily understood, has no specialized meaning within the context of the '040 Patent, and that the parties' proposed construction of "centrally disposed" adds little in the way of clarity. Thus, the Court declines to construe "center."

Regarding the balance of Plaintiff's proposed construction, the Court declines to adopt it

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for two reasons. First, Plaintiff's proposed construction is redundant. Claim 1 recites "a center pole constructed for ***stretching and sustaining a tent's roof*** . . . ." '040 Patent, Claim 1 (emphasis added). Construing "center pole" to be a "centrally disposed element for ***stretching and sustaining a tent's roof***" would thus simply repeat the claim language. Second, Plaintiff's construction of "pole" as an "element" impermissibly broadens the scope of the claim. The Court rejects Plaintiff's position that an "element" is always a "pole." Neither the intrinsic nor extrinsic evidence supports such a construction.[3]

Similarly, Defendants' proposed construction of "pole" as an "object" likewise improperly broadens the scope of the claim. The Court rejects Defendants' position that an "object" is always a "pole."

Thus, the sole remaining dispute is whether a pole must be, as Defendants propose, "long" and "slender." The Court is unpersuaded by Defendants' arguments. First, Defendants argue the figures depict "side pole" and "center pole" as long, slender objects. *Defs.' Opening Br.* 8:9–13. Defendants' argument is legally insufficient, because disclosure of a preferred embodiment, without more, generally does not suffice to limit claim scope. *Agfa Corp. v. Creo Prods. Inc.*, 451 F.3d 1366, 1376–77 (Fed. Cir. 2006) (affirming trial court's decision not to limit term according to how it was depicted in the figures). Even if Defendants' position were proper, the figures do not support Defendants' construction. The '040 Patent depicts the "center pole **50**, having a simple construction, through a center pole rib **30**":

[3] Additionally, construing "pole" as an "element" introduces the risk of improperly transforming claim 1 into a means-plus-function claim.

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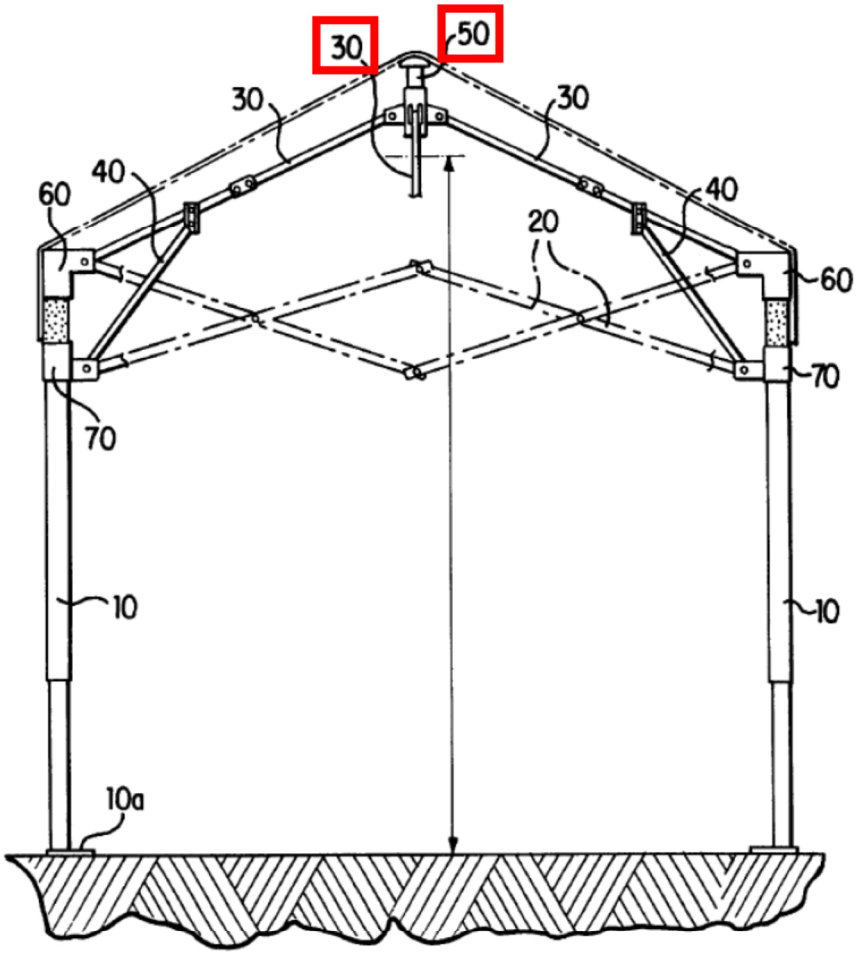

FIG.4

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'040 Patent, Fig. 4 (annotations added); *id.* 2:64–66. Defendants do not explain how to evaluate whether an object is "long" and "slender," and it is unclear to the Court whether "center pole **50**" is long and slender. To the extent it is not long and slender, Defendants' construction is heavily disfavored. *On-Line Techs., Inc. v. Bodenseewerk Perkin-Elmer GmbH*, 386 F.3d 1133, 1138 (Fed. Cir. 2004) ("[A] claim interpretation that excludes a preferred embodiment from the scope of the claim is rarely, if ever, correct." (citations omitted)). Defendants have not presented sufficient evidence to demonstrate why exclusion of a preferred embodiment would be proper.

Second, Defendants argue the prosecution history references U.S. Patent No. 4,779,635 ("'635 Patent" or "Lynch"), and Lynch also depicts poles as long and slender. *Defs.' Opening Br.* 9:10–16. The Court gives Defendants' argument little weight where Lynch expressly refers to "support members," not "poles." *See, e.g.*, '635 Patent at 5:12 ("four corner support members"); *id.* at 5:30 ("roof support members").

Third, Defendants argue dictionaries from the time of the invention support their proposed construction. *Defs.' Opening Br.* 9:17–23. For example, Defendants cite a dictionary that defines pole as "a long, cylindrical, often slender piece of wood, metal, etc." *Id.* at 9:19–20 (citing Webster's Encyclopedia Unabridged Dictionary of the English Language (1996)). However, Defendants' dictionary definition, even if proper to consider, states that a pole is "often slender," but not always. Construing the term to require a pole to be "always slender" would be inconsistent with the dictionary definition.

Finally, the Court declines to follow a prior construction for "center pole" from this District. The parties who appeared in that case presented different arguments, and no analysis was provided explaining the basis for the court's adoption of the construction Plaintiff proposed

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in that case. *Int'l E-Z Up, et al. v. Caravan Canopy Intl, et al.*, Case No. 2:01-cv-6530-SVW-AJWx, Dkt. # 96 (C.D. Cal. Apr. 16, 2002). For all the reasons presented in this section, the Court respectfully reaches a different conclusion here.

The parties have not demonstrated a fundamental dispute regarding the underlying meaning for the term "pole," including why its ordinary meaning should not apply. To the contrary, the Court finds that in light of the specification and the claims, a layperson could understand the term "pole." Neither party submitted evidence or argument that "pole" has a specialized meaning in the field. Thus, the Court declines to construe the term.

2. "constructed for stretching and sustaining a tent's roof" (Claim 1)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Ordinary meaning	"made to heighten and hold up the tent covering"

The parties dispute the construction of "constructed for stretching and sustaining a tent's roof," which appears in claim 1 of the '040 Patent. In relevant part, claim 1 recites "a center pole ***constructed for stretching and sustaining a tent's roof*** when a tent is pitched with the tent frame . . . ." '040 Patent, Claim 1 (emphasis added).

The parties' dispute appears to center around whether "stretching" a tent's roof requires, as Defendants argue, "heighten[ing]" the tent covering. The Court is not persuaded by Defendants' arguments. First, Defendants argue the "function of the center pole [is] to heighten and hold up the tent . . . ." *Defs.' Opening Br.* 14:35. Defendants assert the '040 Patent claims a benefit of its invention is that users may freely go in and out of the tent without

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concern for bumping one's head into the center pole. *Id.* 14:5–7. However, the specification also expressly states that the center pole "***sustains*** the center of the roof while stretching the roof." '040 Patent 3:26–27 (emphasis added). In light of the specification's disclosure, and the language of the claims, Defendants' construction is improper. Nor does Defendants' citation to a dictionary definition warrant a different outcome, because Defendants have not cited a definition for "stretching" that requires "heightening." *Defs.' Opening Br.* 14:9–12.

Moreover, the Court finds that in light of the specification and the claims, a layperson could understand the term "constructed for stretching and sustaining a tent's roof." Neither party submitted evidence or argument that any portion of this term has a specialized meaning in the field. Thus, the Court declines to construe the term.

3. "[being] collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole" (Claim 1)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Ordinary meaning	"when the tent frame is collapsed, the center pole ribs bend at the hinge joint, and the slider slides along the side pole"

The parties dispute the construction of "[being] collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole," which appears in claim 1 of the '040 Patent. In relevant part, claim 1 recites "center pole ribs . . . coupled to each other through a hinge joint and being hinged to the slider of the associated side pole through a support link, thus being collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole." '040 Patent, Claim 1. Figure 3 of the '040 Patent depicts the

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"four side poles **10** . . . individually coupled to center pole **50** . . . through a center pole rib **30**":

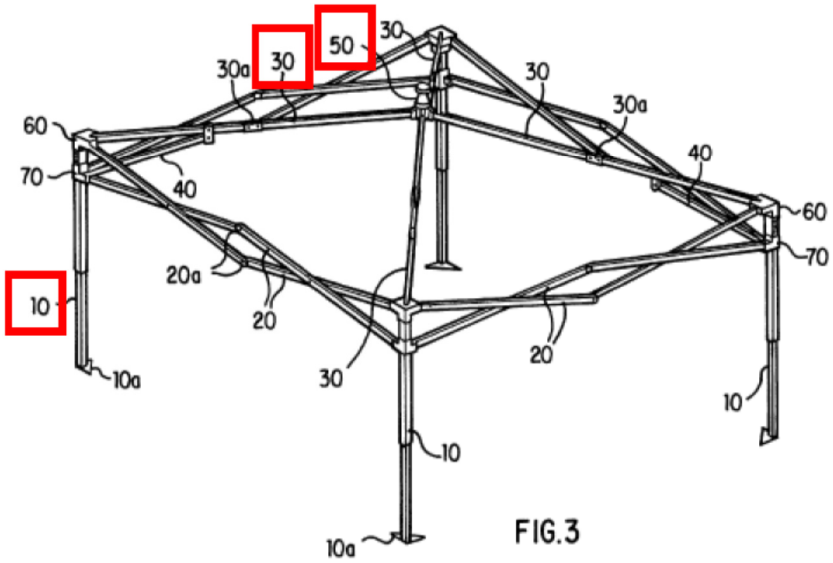

FIG.3

'040 Patent, Fig. 3 (annotations added); *id.* 2:64–66. The specification further describes the center pole ribs comprise two rib members, which "are coupled to each other through a hinge joint **30***a*." *Id.* 2:67–3:1. The specification further describes that the center pole ribs connect to the corner poles through connector **60** at the top of the side pole, and through the support link **40**, which connects to sliders **70**. *Id.* 3:1–3. The sliders **70** are designed to slide along the side

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poles during pitching and striking of the tent. *Id.* 3:8–10.

The parties agree that this term should receive its ordinary meaning. The dispute centers around whether Defendants' construction would assist the jury. Defendants propose construing "[being] collapsible" as "when the tent frame is collapsed." However, the Court finds this improperly narrows the claim because it introduces the limitation that the center pole ribs collapse when the "tent frame" collapses. The claim term merely requires that the ribs be collapsible. Additionally, the Court finds "being collapsible" to be a term easily understood by a jury and requiring no construction.

Regarding the remaining portion of the claim, construction will assist the trier of fact. Thus, the Court will construe the smaller portion "in accordance with a sliding motion of said slider along the side pole." Claim 1 recites "center pole ribs individually comprising two rib members coupled to each other through a hinge joint . . . ." '040 Patent, Claim 1. The center pole ribs in turn are "hinged to the slider of an associated side pole through a support link . . . ." *Id.* Thus, when the slider moves "along the side pole," the support link likewise moves along the side pole, causing the hinge joint to collapse. *Id.* In other words, claim 1 describes all actions (slider sliding, hinge joint collapsing) occurring at the same time, because the slider, support link, center pole rib, and hinge joint are all connected. The descriptions in the specification are consistent with the recited claim limitations. '040 Patent 3:42–45 ("In such a case [where a user strikes the tent], the support links **40**, connecting the center pole ribs **30** to the sliders **70**, pull the ribs **30** downwardly, thus folding the ribs **30** at the joints **30***a* . . . ."). Accordingly, the Court construes "in accordance with a sliding motion of said slider along the side pole" as "when said slider slides along the side pole."

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4. "[a] hinge joint" (Claim 1)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Ordinary meaning	"a connector that pivots to raise or lower the collapsible tent frame

The parties dispute the construction of "hinge joint," which appears in claim 1 of the '040 Patent. In relevant part, claim 1 recites "two rib members coupled to each other through a ***hinge joint*** . . . , thus being collapsible at the ***hinge joint*** in accordance with a sliding motion of said slider along the side pole." '040 Patent, Claim 1.

It is unclear what the parties' dispute regarding this term is. Defendants argue that during prosecution, the patent applicant expressly argued that a hinge joint "pivots," in order to overcome "telescoping" prior art. *Defs.' Opening. Br.* 17:12–15. Defendants thus appear to advocate for a construction of hinge joint that excludes any telescoping motion. However, Plaintiff agrees with this point. *Pl.'s Responsive Br.* 9:8–9 ("A POSITA would understand that telescopic motion is not included within the plain and ordinary meaning of 'hinge joint.'"). The Court independently agrees with both parties that a "hinge joint" does not include a joint between telescoping members.

The remainder of Defendants' proposed construction improperly narrows the scope of the term. Defendants' proposed construction requires movement of the hinge joint "to raise or lower the collapsible tent frame." While the specification may describe folding at the hinge joints in the context of pitching or striking the tent frame, the Court finds Defendants' request to expressly add this limitation to "hinge joint" insufficiently supported.

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Finally, in light of the claims and the specification, the Court does not find "hinge joint" to be complex, given the language of the claims and the specification. Claim 1 recites "two rib members coupled to each other through a hinge joint," and "being collapsible at the hinge joint." '040 Patent, Claim 1. The Court is not persuaded that "hinge joint" is unclear in the context of the '040 Patent and requires construction. Thus, the Court declines to construe "hinge joint."

5. "[a] support link" (Claim 1)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Ordinary meaning	"a structure that connects a rib member with a slider associated with a side pole"

The parties dispute the construction of the term "[a] support link," which appears in claim 1 of the '040 Patent. In relevant part, claim 1 of the '040 Patent recites:

> plurality of center pole ribs coupling said center pole to said connectors of the side poles, said center pole ribs individually comprising two rib members coupled to each other through a hinge joint and being hinged to the slider of an associated side pole through a ***support link***, thus being collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole.

'040 Patent, Claim 1 (emphasis added).

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The parties do not appear to dispute the meaning of the term as described in the specification. Defendants propose "a structure that connects a rib member with a slider associated with a side pole." Plaintiff similarly explains that "[i]t is clear based on the specification and figures that the support links provide structural support, and allow the center pole ribs to expand and collapse with the movement of the sliders and the side legs of the tent frame as per the plain and ordinary meaning of 'support link.'" *Pl.'s Opening Br.* 13:14–17.

Instead, Defendants argue that the term "support link" should be construed because it "has no meaning for laypeople or a POSITA." *See Defs.' Opening Br.* 18:11. Defendants' argument may be true for the term "support link" in a vacuum, but as Defendants themselves acknowledge, "[a] POSITA reads the claim term . . . in the context of the entire patent, including the specification." *Id.* 18:18–20 (citing *Phillips*, 415 F.3d at 1313). Claim 1 itself recites "rib members . . . being hinged to the slider . . . through a support link." '040 Patent, Claim 1. The descriptions in the specification are consistent with the claim limitations. The specification describes "support links **40**, which connect the ribs **30** to the sliders **70** . . . ." *Id.* 3:23–26. The specification further describes that when a user strikes the tent, "the support links **40** . . . pull the ribs **30** downwardly, thus folding the ribs **30** . . . ." *Id.* 3:43–45. Given the lack of ambiguity in this description, the Court does not find that construction is necessary.

Moreover, even if the term required construction, the Court finds Defendants' proposed construction would not aid the factfinder, for several reasons. First, Defendants' proposed construction repeats the surrounding claim language. *Compare* Defendants' Proposed Construction ("a structure that connects a rib member with a slider associated with a side pole"), *with* '040 Patent, Claim 1 ("two rib members . . . hinged to the slider of an associated side pole through a support link"). Defendants' repeating of the same words would not help a juror understand the term. Second, Defendants' proposed construction is likely to introduce

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confusion. Defendants' construction states the support link "connects" a rib member with the slider of the side pole. However, claim 1 recites the support link "hinge[s]" the rib members to the slider of the side pole. Construing the support link as "connected," whereas claim 1 requires the support link to have a specific type of connection, *i.e.*, a "hinge," only increases the possibility for confusion.

Thus, the Court finds no construction necessary for the term "support link" in the context of the '040 Patent.

6. "[a] substantially equal length" (Claim 2)

Plaintiff's Proposed Construction	Defendants' Proposed Construction
Ordinary meaning	Indefinite

The parties dispute whether the term "[a] substantially equal length," which appears in claim 2 of the '040 Patent, is indefinite. Claim 2 of the '040 Patent recites "[a] collapsible tent frame according to claim 1, wherein said rib members of the center pole ribs have a ***substantially equal length***." '040 Patent, Claim 2 (emphasis added). The rib members **30** are depicted in Figure 3:

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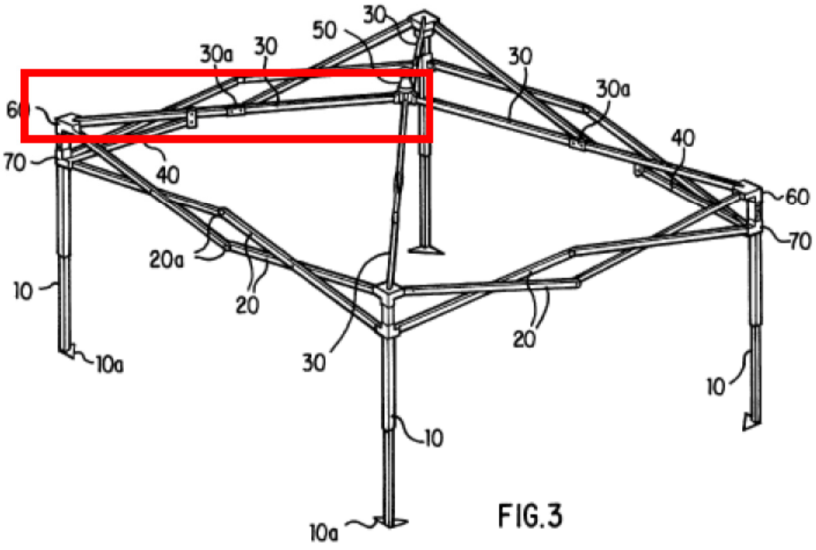

FIG.3

'040 Patent, Fig. 3 (annotations added).

Defendants argue "substantially equal length" is indefinite because the '040 Patent provides no objective boundaries for ascertaining the scope of the term. *Defs.' Opening Br.* 21:9–10. Plaintiff argues that the specification and claim language require "center pole rib members of ***similar*** lengths." *Pl.'s Responsive Br.* 10:26 (emphasis added).

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"[A] patent is invalid for indefiniteness if its claims, read in light of the specification delineating the patent, and the prosecution history, fail to inform, with reasonable certainty, those skilled in the art about the scope of the invention." *Nautilus*, 572 U.S. at 901. A party must prove indefiniteness by clear and convincing evidence. *BASF Corp.*, 875 F.3d at 1365.

Terms of degree are often subject to indefiniteness challenges. And in particular, the term "substantially" is often challenged. In this case, it is relevant that the overall phrase at issue is "substantially equal length." It is also relevant that the term describes rib members attached to a center pole of a collapsible tent, which fold and collapse inward when the tent is collapsed. In this context, another way to refer to the term "substantially equal length" in a way that will assist jurors appears to be "about the same length."

This conclusion is consistent with the disclosure of a preferred embodiment in the patent specification. The specification describes "[t]he center pole ribs **30** individually comprise two rib members, which have the ***same construction*** . . . ." '040 Patent 2:66–67 (emphasis added). This concept of "same construction" may implicate construction from the same material, but it could also implicate the length, shape, and size of the rib members. It appears that in claim 2, the patent applicant invoked this embodiment, but avoided the strict requirement of perfect, exact "sameness" by instead referring to "substantially equal length."

Defendants suggest that a person of skill in the art could reach different conclusions regarding what constitutes a "substantially equal length." *Defs.' Opening Br.* 21:12–15. Defendants, however, do not actually present evidence, for example a declaration from an expert opining on the understanding of a person of skill in the art, to support that there would indeed be uncertainty regarding the claim scope. Defendants assert that "Caravan has not identified anything in the specification or prosecution history to provide objective guidance for

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this limitation." *Defs.' Responsive Br.* 10:5–6. However, the burden is on Defendants—not Plaintiff—to prove indefiniteness, and moreover, to do so by clear and convincing evidence. Defendants have not shown that a person of skill in the art would be unable to ascertain the boundaries of this claim term with reasonable certainty, including in light of the discussion provided herein regarding the phrase. *Nautilus*, 572 U.S. at 910 ("The definiteness requirement, so understood, mandates clarity, while recognizing that absolute precision is unattainable.").

The Court, however, agrees with Defendants that Plaintiff's argument that "substantially equal" means "similar" is unhelpful. Swapping in "similar" could arguably broaden the meaning of the phrase. For the reasons stated herein, the Court construes the term "substantially equal length" as "about the same length" at this time.

IV. Conclusion

The Court **CONSTRUES** the disputed claim terms as follows:

Term (Claim No(s).)	Court's Construction
"center pole" (Claim 1)	Plain and ordinary meaning
"constructed for stretching and sustaining a tent's roof" (Claim 1)	Plain and ordinary meaning

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Term (Claim No(s).)	Court's Construction
"[being] collapsible at the hinge joint in accordance with a sliding motion of said slider along the side pole" (Claim 1)	Smaller term "in accordance with a sliding motion of said slider along the side pole" construed as "when said slider slides along the side pole"
"[a] hinge joint" (Claim 1)	Plain and ordinary meaning
"[a] support link" (Claim 1)	Plain and ordinary meaning
"[a] substantially equal length" (Claim 2)	Not indefinite; construed as "about the same length"

IT IS SO ORDERED.