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6 Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
7 AXIA MEDSCIENCES, LLC

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

EDGE SYSTEMS LLC, a California limited liability company, and AXIA MEDSCIENCES, LLC, a Delaware limited liability company, Plaintiffs, v. IMAGEMICRODERM, INC., a Nevada corporation, Defendant.) Case No.: 2:14-CV-04428))) COMPLAINT FOR PATENT) INFRINGEMENT)) DEMAND FOR JURY TRIAL))
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1 Plaintiffs Edge Systems LLC (“Edge”) and Axia MedSciences, LLC
2 (“Axia”), for their Complaint against Defendant Image MicroDerm, Inc.
3 (“IMD”), hereby allege as follows:

4 **PARTIES**

5 1. Edge is a California limited liability company having a principal
6 place of business at 2277 Redondo Avenue, Signal Hill, California, 90755.

7 2. Edge manufactures spa and skin treatment products, including
8 Edge’s HydraFacial™ hydradermabrasion systems and Delphia™
9 microdermabrasion systems, and sells and distributes them throughout the
10 United States, including in this Judicial District.

11 3. Axia is a Delaware limited liability company having a principal
12 place of business at 23 Hallmark Circle, Menlo Park, California, 94025.

13 4. Axia is the owner of the patents at issue in this case, and Edge is
14 the exclusive licensee of those patents.

15 5. Upon information and belief, IMD is a Nevada corporation
16 having a principal place of business at 632 W. Elk Ave. Glendale, California,
17 91204.

18 **JURISDICTION AND VENUE**

19 6. This action arises under the Patent Laws of the United States, 35
20 U.S.C. §§ 100, *et seq.*

21 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
22 §§ 1331 and 1338(a).

23 8. Upon information and belief, IMD conducts business throughout
24 the United States, including in this Judicial District, and has committed the acts
25 complained of in this Judicial District and elsewhere.

26 9. This Court has personal jurisdiction over IMD by virtue of its
27 systematic and continuous contacts with California and by virtue of its actions

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1 in California, including in this Judicial District, constituting infringement of the
2 patents in suit.

3 10. Venue is proper in this Judicial District pursuant to 28 U.S.C. §
4 1391(b), (c) and 1400(b), and by Plaintiffs' choice of venue.

5 **FIRST CLAIM FOR RELIEF**

6 **INFRINGEMENT OF U.S. PATENT NO. 6,299,620**

7 11. Plaintiffs incorporate by reference and reallege each of the
8 allegations set forth in Paragraphs 1-10 above.

9 12. On October 9, 2001, U.S. Patent No. 6,299,620 ("the '620
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR INDUCING
11 NEOCOLLAGENESIS IN SKIN TREATMENTS," was duly and legally issued
12 by the United States Patent and Trademark Office. A copy of the '620 Patent is
13 attached hereto as Exhibit 1.

14 13. Edge is the exclusive licensee of the '620 Patent.

15 14. Edge has provided proper and sufficient notice to the public that
16 its products are patented under the '620 Patent by marking its products with an
17 Internet address that lists the patent number.

18 15. Upon information and belief, IMD manufactures, distributes,
19 imports, offers to sell, and/or sells in the United States certain products that
20 infringe the '620 Patent, including but not limited to the HPF 3000 HydroFusion
21 Portapeel MD product and/or system.

22 16. Upon information and belief, IMD has contributed to the
23 infringement of the '620 Patent by others, through IMD's activities relating to
24 its HPF 3000 HydroFusion Portapeel MD product and/or system.

25 17. Upon information and belief, IMD has induced infringement of
26 the '620 Patent by others, through IMD's activities relating to its HPF 3000
27 HydroFusion Portapeel MD product and/or system.

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1 18. Each of IMD's infringing activities is without the consent of,
2 authority of, or license from Edge.

3 19. On April 8, 2014 Edge's President sent a cease and desist letter to
4 IMD informing them of Edge's rights to the '620 Patent and that IMD's
5 activities relating to the HPF 3000 HydroFusion Portapeel MD product
6 infringed the '620 Patent. A copy of that letter is attached hereto as Exhibit 7.

7 20. On April 14, 2014, Edge received a response from IMD, through
8 counsel, which requested additional information regarding the infringement of
9 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

10 21. Edge's attorney sent a letter, dated April 25, to IMD providing
11 the requested information regarding infringement of the '620 Patent. IMD did
12 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

13 22. IMD's acts of infringement have caused damage to Edge in an
14 amount to be determined at trial.

15 23. IMD's infringement of the '620 Patent is causing irreparable
16 harm to Edge, for which there is no adequate remedy at law. IMD's
17 infringement will continue, and will continue to cause irreparable harm to Edge,
18 unless IMD's infringement is enjoined by this Court.

19 24. Upon information and belief, IMD's infringement of the '620
20 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages
21 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35
22 U.S.C. § 285.

23 **SECOND CLAIM FOR RELIEF**

24 **INFRINGEMENT OF U.S. PATENT NO. 6,641,591**

25 25. Plaintiffs incorporate by reference and reallege each of the
26 allegations set forth in Paragraphs 1-24 above.

27 26. On November 4, 2003, U.S. Patent No. 6,641,591 ("the '591
28 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR

1 CONTROLLED REMOVAL OF EPIDERMAL LAYERS,” was duly and
2 legally issued by the United States Patent and Trademark Office. A copy of the
3 ’591 Patent is attached hereto as Exhibit 2.

4 27. Edge is the exclusive licensee of the ’591 Patent.

5 28. Edge has provided proper and sufficient notice to the public that
6 its products are patented under the ’591 Patent by marking its products with an
7 Internet address that lists the patent number.

8 29. Upon information and belief, IMD manufactures, distributes,
9 imports, offers to sell, and/or sells in the United States certain products that
10 infringe the ’591 Patent, including but not limited to the HPF 3000 HydroFusion
11 Portapeel MD product and/or system.

12 30. Upon information and belief, IMD has contributed to the
13 infringement of the ’591 Patent by others, through IMD’s activities relating to
14 its HPF 3000 HydroFusion Portapeel MD product and/or system.

15 31. Upon information and belief, IMD has induced infringement of
16 the ’591 Patent by others, through IMD’s activities relating to its HPF 3000
17 HydroFusion Portapeel MD product and/or system.

18 32. Each of IMD’s infringing activities is without the consent of,
19 authority of, or license from Edge.

20 33. On April 8, 2014 Edge’s President sent a cease and desist letter to
21 IMD informing them of Edge’s rights to the ’591 Patent and that IMD’s
22 activities relating to the HPF 3000 HydroFusion Portapeel MD product
23 infringed the ’591 Patent. A copy of that letter is attached hereto as Exhibit 7.

24 34. On April 14, 2014, Edge received a response from IMD, through
25 counsel, which requested additional information regarding the infringement of
26 Edge’s patents. A copy of that letter is attached hereto as Exhibit 8.

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1 35. Edge's attorney sent a letter, dated April 25, to IMD providing
2 the requested information regarding infringement of the '591 Patent. IMD did
3 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

4 36. IMD's acts of infringement have caused damage to Edge in an
5 amount to be determined at trial.

6 37. IMD's infringement of the '591 Patent is causing irreparable
7 harm to Edge, for which there is no adequate remedy at law. IMD's
8 infringement will continue, and will continue to cause irreparable harm to Edge,
9 unless IMD's infringement is enjoined by this Court.

10 38. Upon information and belief, IMD's infringement of the '591
11 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages
12 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35
13 U.S.C. § 285.

14 **THIRD CLAIM FOR RELIEF**

15 **INFRINGEMENT OF U.S. PATENT NO. 7,678,120**

16 39. Plaintiffs incorporate by reference and reallege each of the
17 allegations set forth in Paragraphs 1-38 above.

18 40. On March 16, 2010, U.S. Patent No. 7,678,120 ("the '120
19 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR
20 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and
21 legally issued by the United States Patent and Trademark Office. A copy of the
22 '120 Patent is attached hereto as Exhibit 3.

23 41. Edge is the exclusive licensee of the '120 Patent.

24 42. Edge has provided proper and sufficient notice to the public that
25 its products are patented under the '120 Patent by marking its products with an
26 Internet address that lists the patent number.

27 43. Upon information and belief, IMD manufactures, distributes,
28 imports, offers to sell, and/or sells in the United States certain products that

1 infringe the '120 Patent, including but not limited to the HPF 3000 HydroFusion
2 Portapeel MD and the Imagederm Diamantech products and/or systems.

3 44. Upon information and belief, IMD has contributed to the
4 infringement of the '120 Patent by others, through IMD's activities relating to
5 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products
6 and/or systems.

7 45. Upon information and belief, IMD has induced infringement of
8 the '120 Patent by others, through IMD's activities relating to its HPF 3000
9 HydroFusion Portapeel MD and Imagederm Diamantech products and/or
10 systems.

11 46. Each of IMD's infringing activities is without the consent of,
12 authority of, or license from Edge.

13 47. On April 8, 2014 Edge's President sent a cease and desist letter to
14 IMD informing them of Edge's rights to the '120 Patent and that IMD's
15 activities relating to the HPF 3000 HydroFusion Portapeel MD product
16 infringed the '120 Patent. A copy of that letter is attached hereto as Exhibit 7.

17 48. On April 14, 2014, Edge received a response from IMD, through
18 counsel, which requested additional information regarding the infringement of
19 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

20 49. Edge's attorney sent a letter, dated April 25, to IMD providing
21 the requested information regarding infringement of the '120 Patent. IMD did
22 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

23 50. IMD's acts of infringement have caused damage to Edge in an
24 amount to be determined at trial.

25 51. IMD's infringement of the '120 Patent is causing irreparable
26 harm to Edge, for which there is no adequate remedy at law. IMD's
27 infringement will continue, and will continue to cause irreparable harm to Edge,
28 unless IMD's infringement is enjoined by this Court.

1 52. Upon information and belief, IMD's infringement of the '120
2 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages
3 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35
4 U.S.C. § 285.

5 **FOURTH CLAIM FOR RELIEF**

6 **INFRINGEMENT OF U.S. PATENT NO. 7,789,886**

7 53. Plaintiffs incorporate by reference and reallege each of the
8 allegations set forth in Paragraphs 1-52 above.

9 54. On September 7, 2010, U.S. Patent No. 7,789,886 ("the '886
10 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR
11 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and
12 legally issued by the United States Patent and Trademark Office. A copy of the
13 '886 Patent is attached hereto as Exhibit 4.

14 55. Edge is the exclusive licensee of the '886 Patent.

15 56. Edge has provided proper and sufficient notice to the public that
16 its products are patented under the '886 Patent by marking its products with an
17 Internet address that lists the patent number.

18 57. Upon information and belief, IMD manufactures, distributes,
19 imports, offers to sell, and/or sells in the United States certain products that
20 infringe the '886 Patent, including but not limited to the HPF 3000 HydroFusion
21 Portapeel MD and the Imagederm Diamantech products and/or systems.

22 58. Upon information and belief, IMD has contributed to the
23 infringement of the '886 Patent by others, through IMD's activities relating to
24 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products
25 and/or systems.

26 59. Upon information and belief, IMD has induced infringement of
27 the '886 Patent by others, through IMD's activities relating to its HPF 3000

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1 HydroFusion Portapeel MD and Imagederm Diamantech products and/or
2 systems.

3 60. Each of IMD's infringing activities is without the consent of,
4 authority of, or license from Edge.

5 61. On April 8, 2014 Edge's President sent a cease and desist letter to
6 IMD informing them of Edge's rights to the '886 Patent and that IMD's
7 activities relating to the HPF 3000 HydroFusion Portapeel MD product
8 infringed the '886 Patent. A copy of that letter is attached hereto as Exhibit 7.

9 62. On April 14, 2014, Edge received a response from IMD, through
10 counsel, which requested additional information regarding the infringement of
11 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

12 63. Edge's attorney sent a letter, dated April 25, to IMD providing
13 the requested information regarding infringement of the '886 Patent. IMD did
14 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

15 64. IMD's acts of infringement have caused damage to Edge in an
16 amount to be determined at trial.

17 65. IMD's infringement of the '886 Patent is causing irreparable
18 harm to Edge, for which there is no adequate remedy at law. IMD's
19 infringement will continue, and will continue to cause irreparable harm to Edge,
20 unless IMD's infringement is enjoined by this Court.

21 66. Upon information and belief, IMD's infringement of the '886
22 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages
23 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35
24 U.S.C. § 285.

25 **FIFTH CLAIM FOR RELIEF**

26 **INFRINGEMENT OF U.S. PATENT NO. 8,066,716**

27 67. Plaintiffs incorporate by reference and reallege each of the
28 allegations set forth in Paragraphs 1-66 above.

1 68. On November 29, 2011, U.S. Patent No. 8,066,716 (“the ’716
2 Patent”), entitled “INSTRUMENTS AND TECHNIQUES FOR
3 CONTROLLED REMOVAL OF EPIDERMAL LAYERS,” was duly and
4 legally issued by the United States Patent and Trademark Office. A copy of the
5 ’716 Patent is attached hereto as Exhibit 5.

6 69. Edge is the exclusive licensee of the ’716 Patent.

7 70. Edge has provided proper and sufficient notice to the public that
8 its products are patented under the ’716 Patent by marking its products with an
9 Internet address that lists the patent number.

10 71. Upon information and belief, IMD manufactures, distributes,
11 imports, offers to sell, and/or sells in the United States certain products that
12 infringe the ’716 Patent, including but not limited to the HPF 3000 HydroFusion
13 Portapeel MD and the Imagederm Diamantech products and/or systems.

14 72. Upon information and belief, IMD has contributed to the
15 infringement of the ’716 Patent by others, through IMD’s activities relating to
16 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products
17 and/or systems.

18 73. Upon information and belief, IMD has induced infringement of
19 the ’716 Patent by others, through IMD’s activities relating to its HPF 3000
20 HydroFusion Portapeel MD and Imagederm Diamantech products and/or
21 systems.

22 74. Each of IMD’s infringing activities is without the consent of,
23 authority of, or license from Edge.

24 75. On April 8, 2014 Edge’s President sent a cease and desist letter to
25 IMD informing them of Edge’s rights to the ’716 Patent and that IMD’s
26 activities relating to the HPF 3000 HydroFusion Portapeel MD product
27 infringed the ’716 Patent. A copy of that letter is attached hereto as Exhibit 7.

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1 76. On April 14, 2014, Edge received a response from IMD, through
2 counsel, which requested additional information regarding the infringement of
3 Edge's patents. A copy of that letter is attached hereto as Exhibit 8.

4 77. Edge's attorney sent a letter, dated April 25, to IMD providing
5 the requested information regarding infringement of the '716 Patent. IMD did
6 not respond to this letter. A copy of that letter is attached hereto as Exhibit 9.

7 78. IMD's acts of infringement have caused damage to Edge in an
8 amount to be determined at trial.

9 79. IMD's infringement of the '716 Patent is causing irreparable
10 harm to Edge, for which there is no adequate remedy at law. IMD's
11 infringement will continue, and will continue to cause irreparable harm to Edge,
12 unless IMD's infringement is enjoined by this Court.

13 80. Upon information and belief, IMD's infringement of the '716
14 Patent was and is willful and deliberate, entitling Plaintiffs to enhanced damages
15 under 35 U.S.C. § 284 and attorneys' fees and non-taxable costs under 35
16 U.S.C. § 285.

17 **SIXTH CLAIM FOR RELIEF**

18 **INFRINGEMENT OF U.S. PATENT NO. 8,337,513**

19 81. Plaintiffs incorporate by reference and reallege each of the
20 allegations set forth in Paragraphs 1-80 above.

21 82. On December 25, 2012, U.S. Patent No. 8,337,513 ("the '513
22 Patent"), entitled "INSTRUMENTS AND TECHNIQUES FOR
23 CONTROLLED REMOVAL OF EPIDERMAL LAYERS," was duly and
24 legally issued by the United States Patent and Trademark Office. A copy of the
25 '513 Patent is attached hereto as Exhibit 6.

26 83. Edge is the exclusive licensee of the '513 Patent.

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1 84. Edge has provided proper and sufficient notice to the public that
2 its products are patented under the '513 Patent by marking its products with an
3 Internet address that lists the patent number.

4 85. Upon information and belief, IMD manufactures, distributes,
5 imports, offers to sell, and/or sells in the United States certain products that
6 infringe the '513 Patent, including but not limited to the HPF 3000 HydroFusion
7 Portapeel MD and the Imagederm Diamantech products and/or systems.

8 86. Upon information and belief, IMD has contributed to the
9 infringement of the '513 Patent by others, through IMD's activities relating to
10 its HPF 3000 HydroFusion Portapeel MD and Imagederm Diamantech products
11 and/or systems.

12 87. Upon information and belief, IMD has induced infringement of
13 the '513 Patent by others, through IMD's activities relating to its HPF 3000
14 HydroFusion Portapeel MD and Imagederm Diamantech products and/or
15 systems.

16 88. Each of IMD's infringing activities is without the consent of,
17 authority of, or license from Edge.

18 89. On April 8, 2014 Edge's President sent a cease and desist letter to
19 IMD informing them of Edge's rights to the '513 Patent and that IMD's
20 activities relating to the HPF 3000 HydroFusion Portapeel MD product
21 infringed the '513 Patent. A copy of that letter is attached hereto as Exhibit 7.

22 90. IMD's acts of infringement have caused damage to Edge in an
23 amount to be determined at trial.

24 91. IMD's infringement of the '513 Patent is causing irreparable
25 harm to Edge, for which there is no adequate remedy at law. IMD's
26 infringement will continue, and will continue to cause irreparable harm to Edge,
27 unless IMD's infringement is enjoined by this Court.

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- H. An award of taxable costs; and
- I. Such other and further relief as this Court may deem just and proper.

Respectfully Submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 9, 2014

By: /s/ Brenton R. Babcock
Brenton R. Babcock
Rustin Mangum
Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
AXIA MEDSCIENCES, LLC

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DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully Submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 9, 2014

By: /s/ Brenton R. Babcock
Brenton R. Babcock
Rustin Mangum
Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
AXIA MEDSCIENCES, LLC