IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TRUINJECT CORP.,	)	
	)	
Plaintiff,	)	C.A. No. 19-00592-LPS-JLH
	)	
v.	)	
	)	
GALDERMA, S.A., GALDERMA LABORATORIES, L.P., NESTLÉ SKIN HEALTH, INC.,	)	Jury Trial Demanded
	)	
Defendants.	)	

CORRECTED SECOND AMENDED COMPLAINT

I. EXECUTIVE SUMMARY

A. GABRIELLE RIOS SEES A MARKET NEED FOR TRUINJECT

1. Ms. Gabrielle Rios ("Ms. Rios"), the CEO of Plaintiff Truinject Corporation ("Truinject") in this matter, worked at LexisNexis after college as an account manager. As an account manager, she learned how to use LexisNexis and other search engines to research news stories, press releases and other information she needed for her business. After LexisNexis she worked at Allergan, where she marketed neurotoxins and dermal fillers to medical providers for therapeutic and cosmetic injections. Allergan's popular Botox product was among the neurotoxins she marketed at Allergan. Botox accounts for roughly half (50%) of the neurotoxin market, and two other companies—Merz and Galderma—sell products that account for most of the rest. Botox and other neurotoxins and dermal fillers[1] typically are injected with syringes into patients' faces and/or other sensitive parts of the body.

[1] Dermal fillers are substances that add volume under a patient's skin; neurotoxins are substances that relax muscles to smooth the overlying skin. Defendant Galderma Labs sells such products

2. While marketing neurotoxins and fillers at Allergan, Ms. Rios worked with doctors and other medical providers who lacked advanced training in using neurotoxins and fillers safely when performing injections. She saw that lack of proper injection training caused patients receiving these injections to experience adverse side effects including facial muscle paralysis, drooping eyelids, skin rot and even blindness.

3. Adverse neurotoxin and dermal filler injection events are so common that physicians formed a trade association to address them, The Physicians Coalition for Injectable Safety. (*See* www.injectablesafety.org (last viewed March 23, 2020).) *The American Journal of Cosmetic Surgery* reported in a 2018 study of FDA data about adverse events in dermal filler injections, "Injectable dermal fillers are frequently used cosmetic products around the world. To safely and effectively use these products, health care providers and patients must be fully aware of the proper techniques and risks associated with each product. Many of the complications reported were known to be possible, but others were previously only reported as individual case studies. The rates of occurrence for both well-known and lesser known complications may be higher than originally thought."

4. Ms. Rios discovered these adverse side effects for herself when a close family member nearly went blind from a botched dermal filler injection. Ms. Rios decided to solve the problem of poor training.

B. GABRIELLE RIOS FOUNDS TRUINJECT IN 2013.

5. She founded Truinject to develop advanced injection training technologies that will help medical providers improve their injection technique and accuracy for neurotoxins and dermal

---

including Restylane, Oracea, Soolantra, Sculptra and Dysport. As a result, Galderma Labs is a key player in the filler and neurotoxin market.

fillers. Ms. Rios emptied her life's savings and borrowed money from family members and investors to develop her advanced training system.

6. She hired doctors and engineers with her savings and investment to staff Truinject, which became the first-to-market provider of facial injection training technology.

7. Before Truinject, medical providers had no other source for neurotoxin and dermal filler injection training that provided feedback. Medical providers trained on cadavers and on their patients, who served sometimes as unwitting subjects for unqualified injectors. Cadavers do not work well for this kind of training because alteration of nervous system tissue occurs after the death of a human body. This limited a provider's ability to learn injection technique to avoid anatomical features. And injecting on live patients does not give medical providers warning before performing an improper injection, which exposes patients to serious side effects at the hands of an inexperienced provider.

C. TRUINJECT DEVELOPS VALUABLE INTELLECTUAL PROPERTY RELATED TO INJECTION TRAINING TECHNOLOGY

8. Ms. Rios and Truinject developed a medical device called "Kate." Kate is an injection training device that has a human head model connected to a syringe with a fiber optic tip and a screen that allows the user to see the location, the angle, and the depth of a needle relative to a statistical human anatomy model and can warn a user before performing an improper training injection. The syringe delivers a simulated dose of neurotoxin/dermal filler and harvests data on the user feedback on his or her injection technique. The data is used to help a provider improve his or her training technique and to certify that a provider has mastered neurotoxin or dermal filler injections.

9. Truinject also developed an augmented reality device that superimposes vascular and muscular structures, nerves and other anatomical features over Kate so that a medical provider

can see the anatomy while practicing injecting on Kate. The technology could also be used for a provider to have an immersive experience with human anatomy.

10. Ms. Rios and her team also developed a companion interactive tablet computing application that allows medical providers to see the underlying human anatomy—for instance, the face—while they practice injecting. Truinject patented these inventions in the United States and in Europe including U.S. Pat. Nos. 9,792,836 (the '836 Patent), 10,290,231 (the '231 Patent), and 10,290,232 (the '232 Patent)[2] and has protected its trade secrets through confidential disclosure agreements and other security measures.

11. Nine days after working on her idea, Ms. Rios and her team had a rough prototype of Kate in March 2013, and Truinject started doing demonstrations with it later in 2013.

D. NESTLÉ, S.A. PURCHASES GALDERMA AND PUBLICLY STATES IT WILL DOMINATE THE SKIN-CARE BUSINESS

12. On 24 January 2014, Beth Bentley, from Galderma and Ms. Rios's former colleague from Allergan, called Ms. Rios to find out about Truinject and Ms. Rios's invention. Bentley told Ms. Rios how amazing Kate was and that Galderma was interested in Truinject.

13. Because of her LexisNexis experience, Ms. Rios began tracking every piece of news about Galderma.

14. On 11 February 2014, Switzerland-based Nestlé, S.A. announced it was purchasing the outstanding shares of Galderma, a joint-venture between Nestlé and L'Oreal. Nestlé said it "created a new center of activities in this area, through a new entity: Nestlé Skin Health, S.A." After buying out L'Oreal and taking total control of Galderma, S.A., Nestlé, S.A. placed Galderma, S.A. under the control of Nestlé Skin Health, S.A., which, it said then, "will be run by Galderma's

[2] These patents are described with more specificity below.

management." As one contemporaneous press account put it, "Galderma will form the backbone of a new Nestlé unit dubbed Nestlé Skin Health, S.A., that will specialize in medical skin treatments."

15. Nestlé's then-CEO Paul Bulcke said in the press, "This move will ***reinforce Galderma's leading position*** in the industry when it ***becomes Nestlé Skin Health*** by allowing it to ***complete its geographical footprint for its strong portfolio of brands and leading medical solutions globally***."

16. On 28 May 2014, Ms. Rios read that Nestlé, S.A. was acquiring Valeant Pharmaceuticals, which had rights to sell several of Galderma's products in North America. Ms. Rios read that Nestlé "already made its market intentions clear when it announced the creation of its Nestlé Skin Health division" in connection with acquiring Galderma and that "the Valeant deal marks a further step" in the aesthetic industry.

17. On 9 July 2014, Ms. Rios read that Nestlé completed its acquisition of Galderma and formed Nestlé Skin Health, S.A. on 30 June 2014 as a wholly owned subsidiary, which "will offer a broad range of innovative and scientifically-proven products." "The foundation for Nestlé Skin Health, S.A. will be Galderma."

18. On 11 March 2015, Ms. Rios read that Nestlé Skin Health, S.A. announced changes to its leadership team. Ms. Rios read that Humberto C. Antunes, CEO of Nestlé Skin Health, S.A., said, "Our goal is to grow the number of people the company serves to over a billion within 10 years, by offering skin health solutions that protect, maintain, nourish and enhance skin health and, when skin health is compromised, treat, correct and restore the skin to its healthy state." Ms. Rios read that Peter Nicholson, "formerly Senior Director, Business Development at Galderma, is

appointed Vice President, Business Development & Strategy of Nestlé Skin Health" in Lausanne, Switzerland.

E. GALDERMA LABORATORIES, L.P., REACH OUT TO TRUINJECT

19. In August 2014, Galderma Laboratories, L.P. ("Galderma Labs") reached out to Ms. Rios in order to have meetings and see Truinject's intellectual property. At the same time, Allergan and Merz—two of Galderma, S.A.'s, Galderma Labs' and Nestlé Skin Health, S.A.'s largest competitors had also set up meetings with Truinject.

20. Galderma Labs, a subsidiary of Nestlé Skin Health, S.A., invited Ms. Rios to present Kate on 23 October 2014 at Galderma Labs' Fort Worth-headquarters. Over the course of the next two and a half year, Ms. Rios met or communicated with people from Galderma Labs, or its affiliates, pursuant to several confidential disclosure agreements ("CDAs") including:

Galderma Labs:

- Alisa Lask;
- Scott McCrea;
- Todd Zavodnick;
- Per Lango;
- Rick Lawrence;
- Chad Tisckos;
- Tiphany Lopez;
- Brant Schofield; and
- Darren Lenczycki.

Nestlé Skin Health, S.A.:

- Peter Nicholson;
- Pierre Streit; and

- Stuart Raetzman (after November 2016)

Galderma, S.A.:

- Stuart Raetzman (before November 2016); and
- John Rogers.

Galderma Sweden:

- Jonas Tornsten;
- Anette Sjodin;
- Lena Jonsson;
- Benoit Chardon; and
- Henrik Karlson.

Nestlé Skin Health, Inc.:

- Didier Leclercq.

Galderma Brazil:

- Alessandra Nogueira.

21. As part of these negotiations, Galderma Labs and Galderma, S.A. pressured Ms. Rios and Truinject to cancel meetings Ms. Rios had scheduled with Galderma's biggest competitors, like Allergan and Merz. Ms. Rios, believing that Galderma Labs and Galderma, S.A. were genuine in their interest, canceled the meetings and signed an exclusive negotiation agreement with Galderma, S.A., which required Truinject to share information with Galderma, S.A.'s affiliates.

F. GALDERMA LABS, AND GALDERMA, S.A., EXECUTE CONFIDENTIALITY AGREEMENTS WITH TRUINJECT, TAKE TRUINJECT'S INTELLECTUAL PROPERTY, AND HIRE THE CHAMBERLAIN GROUP TO DEVELOP A COMPETING PRODUCT

22. After Ms. Rios had disclosed Truinject's trade secrets to Nestlé Skin Health, Inc., Galderma Laboratories, L.P., and Galderma, S.A. and was locked into an exclusive negotiation

agreement, Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. reached out to The Chamberlain Group, LLC ("Chamberlain") in November 2015 after reading about Chamberlain in the New York Times, and enlisted its help in developing "Holly." Chamberlain in its own words "produces anatomically accurate medical models that capture the consistency and response of living tissue, providing the best alternative to animals and cadavers for training in new devices and procedures." (https://www.thecgroup.com/ (last viewed March 21, 2020).)

23. "Holly" became Nestlé Skin Health, Inc.'s (at least in the United States), Galderma Labs' and Galderma S.A.'s own human head model-based interactive neurotoxin and dermal filler injection training device. Upon information and belief, Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs shared part or all of the confidential information that they obtained from Truinject with Chamberlain in violation of the CDAs.

24. Even after hiring Chamberlain to develop Holly, Nestlé Skin Health, S.A., Galderma Labs and Galderma, S.A. entered into additional CDAs in 2016 and 2017 with Ms. Rios and Truinject, who were unaware that Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma Labs and Galderma, S.A. were using Truinject's intellectual property to develop a competing product. These CDAs were executed by, among others, Quintin Cassady, who is the general counsel at Galderma Labs and was directed by Peter Nicholson a vice-president of Nestlé Skin Health, SA; Chad Tisckos, a sales representative with Galderma Labs; and Dr. John Rogers, who is Senior Director of Global Medical Affairs for Aesthetics and Corrective Marketing with Galderma, S.A.

25. Shortly after May 2016, Galderma Labs hired Sector 5, a digital effects company based in Texas, to develop an interactive tablet device called "LucyLive" that was based on Truinject's confidential information and to compete with Truinject.

26. After taking Truinject's valuable intellectual property associated with Kate and its systems and applications incident to these CDAs, Nestlé Skin Health, S.A., Galderma, S.A., Nestlé Skin Health, Inc. and Galderma Labs launched Holly in May 2018 and LucyLive in June 2018. Holly closely resembles Kate; LucyLive, now branded as "Gia" closely resembles Truinject's tablet computing application.

G. NESTLÉ SKIN HEALTH AND GALDERMA USE THEIR ECONOMIC POWER AGAINST TRUINJECT IN AN ATTEMPT TO MONOPOLIZE THE FACIAL INJECTION TRAINING TECHNOLOGY MARKET

27. After launching, Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. – "the world leader in nutrition, health and wellness" – took credit in trade meetings and at sales presentations for Truinject's inventions, falsely passing them off as their own while simultaneously disparaging Truinject and Ms. Rios to medical providers and others in the neurotoxin and dermal filler injection trade.

28. Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. knew from Truinject that advanced injection training technology would increase the amount of drugs purchased by a doctor. Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. wanted to prevent their competitors from using Truinject's injection training technology. As explained further below, Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Laboratories, L.P., use Holly and LucyLive (a/k/a Gia) to grow their injectable product business. They conduct injection training demonstrations and lessons using Holly and LucyLive/Gia that encourage medical providers to purchase more Nestlé Skin Health neurotoxin and dermal filler products and increase their share of the neurotoxin and dermal filler market.

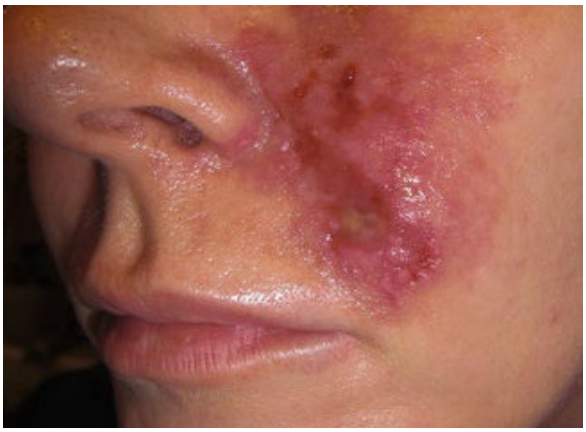
II. INTRODUCTION

A. THE FACIAL INJECTION TRAINING TECHNOLOGY MARKET EMERGES.

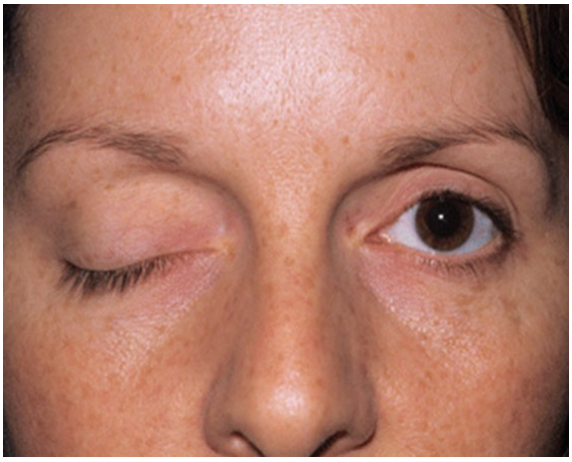
29. Neurotoxin and dermal filler injections are a big and important business. These injections are used to smooth skin by temporarily paralyzing muscles, usually done to the face. Dermal filler injections (such as collagen, for instance) restore volume, smooth lines and enhance facial contours. Such injections accomplish this by inserting a gel-like substance under the skin. Between 2010 and 2016, the use of dermal filler injections increased from 1.8 million to 2.6 million procedures. Globally, the neuromodulator (*i.e.*, drugs that work on the nerves for cosmetic purposes) trade amounts to over $4 billion and is expected to grow to $7 billion by 2024.

30. Both neurotoxins and dermal fillers require medical providers to inject patients precisely to avoid complications. People have been permanently blinded by improper dermal filler and neurotoxin injections. In 2015, the Food and Drug Administration ("FDA") issued a warning about rare, but serious injuries (vision impairment, blindness, and stroke) that sometimes occur when a medical provider injects filler into the blood vessels in the face.

31. When these injections go wrong, serious consequences follow. A 2017 study reported that the FDA had disclosed more than 5,024 reports of adverse effects over the last decade from the injection of these various cosmetic fillers. An article in the Journal of the American Medical Association documented over 1,700 adverse injection events suffered by dermal filler patients. The American Academy of Ophthalmology reports that "the potential exists for complications, especially in the hands of a novice injector." The FDA label for Dysport, Nestlé Skin Health's neurotoxin injectable, indicates that the adverse side effects include "swallowing and breathing difficulties" and even death. Adverse side effects resulting from improper injections include stroke, vision impairment, blindness, ptosis (a drooping or falling of the upper eyelid), cheek rot (necrosis), and misshapen facial features.



Necrosis



Ptosis

Misshapen Facial Features

B. INADEQUATE TRAINING OFTEN RESULTS IN PATIENT HARM.

32. The primary cause of these adverse effects is the increased numbers of "physicians not trained in plastic surgery, or professionals who are not even licensed physicians, who are injecting fillers." (*See* https://www.cnn.com/2017/12/21/health/dermal-lip-filler-injections-risks-study/index.html (last viewed 5 February 2020)). Many health care providers are injecting a substance (cosmetic filler or neurotoxin) below the skin without an adequate understanding of anatomy.

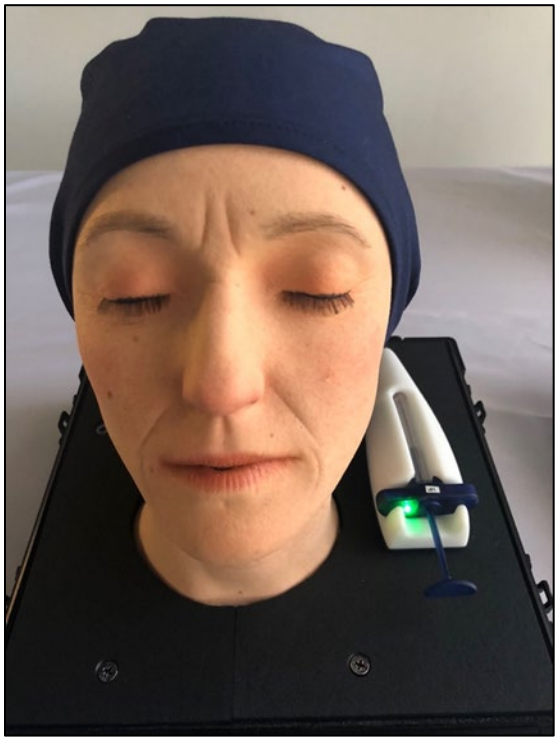
C. TRUINJECT DEVELOPS TRAINING TECHNOLOGY TO MINIMIZE PATIENT HARM.

33. Ms. Rios learned about the neurotoxin and dermal filler market when she worked at Allergan as a business development manager for the aesthetics business. Ms. Rios discovered that people were getting injured at the hands of inexperienced providers that improperly injected patients. Ms. Rios in 2013 left her position at Allergan and conceived of a sophisticated injection training platform, a virtual and augmented reality training system and an interactive training application on tablet computers. Together, her inventions allow medical providers to refine their dermal filler and neurotoxin injection technique by repeatedly performing injections and receiving immediate feedback—all without exposing patients to the complications of bad injections.

34. Investing her life's savings and going into debt, Ms. Rios formed Truinject, which then assembled a team of engineers and computer programmers and consulted with medical doctors to bring Ms. Rios's vision to life. Among others working with Ms. Rios at Truinject were Clark Foster (a mechanical engineer), Jeff Crockett (an engineer), David Mishelevich (a doctor and engineer), Milan Treka, Aaron Gifford and Chris Ludolph.

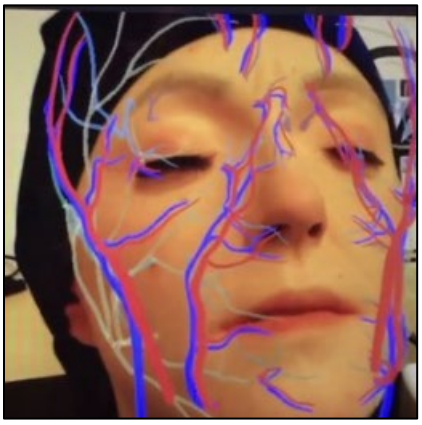
35. What came out of the collaboration of Truinject and its engineers, scientists and consultants is known as "Kate" and a related tablet computing application. Kate is a multi-layered human head model with a sophisticated three-dimensional tracking system, a syringe and a user

interface that allows the user to see on a tablet computer screen the location, the angle, and the depth of a needle and the consequences of the injections on a three-dimensional image of Kate.

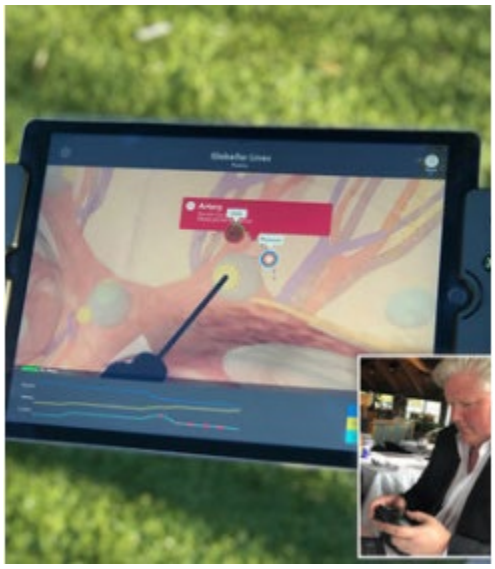


Kate

36. Truinject also developed an augmented reality device that superimposed the vascular and muscular structures, nerves, and other anatomical features over Kate so that a medical provider could see the anatomy while injecting on Kate.



37. Truinject also developed a companion interactive application for tablet computers that allows medical providers to see the underlying human anatomy (for example, the face) while they practice injecting.



38. Truinject, on behalf of its team, applied for and was issued twelve patents in the United States and the United Kingdom. Truinject's injection training platform and augmented reality system have a distinctive appearance that identifies Truinject as the producer of these technologies.

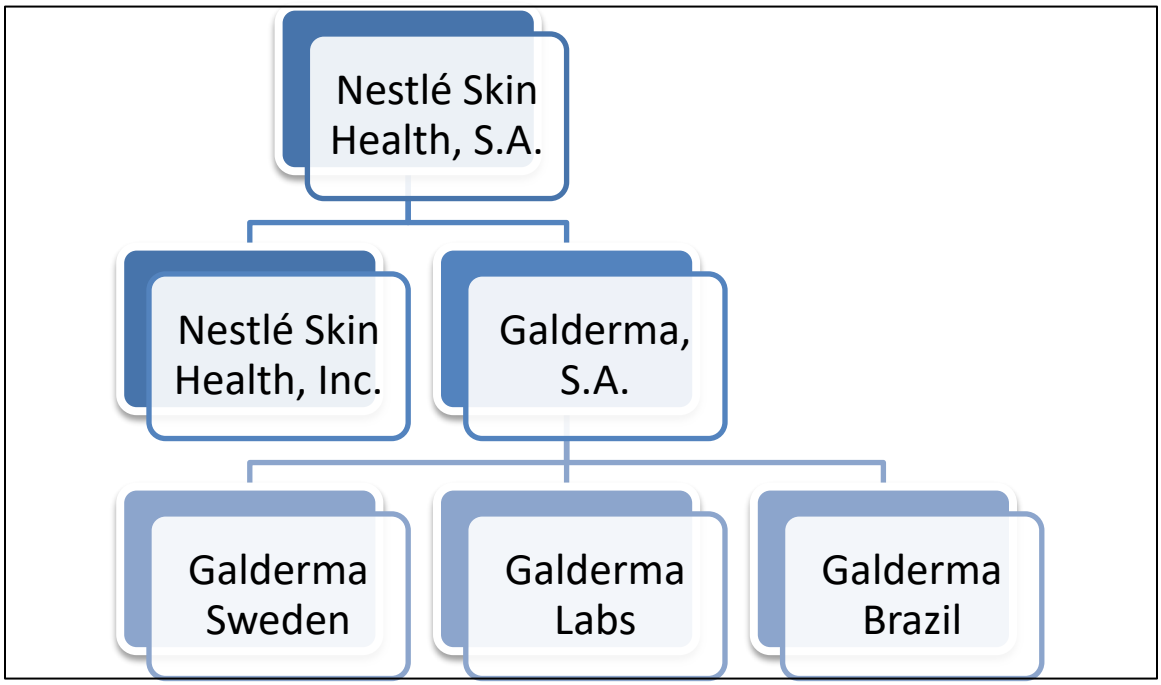
D. ALLERGAN, MERZ, NESTLE SKIN HEALTH, S.A., AND GALDERMA LABORATORIES, L.P., WANTED TRUINJECT'S INJECTION TRAINING TECHNOLOGY.

39. Medical providers and pharmaceutical companies expressed excitement about Truinject's invention as they learned about it.

40. Pharmaceutical companies like Nestlé Skin Health, S.A., Allergan, Merz, Revance and others approached Ms. Rios to develop a business relationship and obtain Truinject's injection training technology and science.

41. One such company was Galderma Laboratories, L.P., which is an American subsidiary of Nestlé Skin Health, S.A. Ms. Rios knew, from press releases and articles from

February to July 2014, that Galderma, S.A. and its over 30 affiliates including Galderma Labs were part of Nestlé, S.A., a $90 billion-dollar Swiss company. Ms. Rios also knew that Nestlé's subsidiary, Nestlé Skin Health, S.A., was one of the leaders in the aesthetic injection market, claiming almost 50% of the dermal filler injection products market in the United States. Because the various Nestlé Skin Health, S.A. and Galderma, S.A. entities are central to the story, a graphic illustration of them is included here.



42. Because Ms. Rios read and understood that Nestlé Skin Health was backing Galderma with money and resources, Ms. Rios was receptive when Galderma Labs expressed interest in a business deal with Truinject.

E. NESTLE SKIN HEALTH, S.A., GALDERMA, S.A., AND GALDERMA LABORATORIES, L.P., SIGNED BINDING CONFIDENTIAL DISCLOSURE AGREEMENTS TO RECEIVE TRUINJECT'S TRADE SECRET INFORMATION.

43. To further discussions with Truinject, Galderma, S.A., Galderma Laboratories, L.P., and Nestle Skin Health, S.A., executed confidential disclosure agreements ("CDA") with Truinject in 2014, 2016 and 2017. With each CDA (or exclusive negotiation agreement), the

agents of Nestle Skin Health, S.A., Galderma, S.A. and Galderma Laboratories, L.P., represented they were employees of the signing company or of an affiliate of the signing company and would be bound by the CDA. Ms. Rios had Truinject enter into these CDAs to safeguard its intellectual property.

1. IN FEBRUARY 2016, NESTLÉ SKIN HEALTH, S.A. MANIFESTED THAT GALDERMA LABORATORIES, L.P., WAS AN AGENT FOR/OF NESTLÉ SKIN HEALTH, S.A.

a. NESTLÉ SKIN HEALTH, S.A., DIRECTS GALDERMA LABORATORIES, L.P. TO SIGN A CDA.

44. On 18 February 2016, Stuart Raetzman (CEO of Galderma, S.A.) told Steve Carlson (CEO of Truinject) that he wanted to set up a meeting among Raetzman, Peter Nicholson (who was identified by Raetzman as working at Nestlé Skin Health, S.A. and did in fact work at Nestlé Skin Health, S.A. based on a press release from Nestlé Skin Health, S.A. and news articles), Ms. Rios and Carlson.

45. Ms. Rios told Carlson that she wanted a new CDA signed between Truinject and Galderma, S.A. and Nestlé Skin Health, S.A. Ms. Rios updated the date on the 2014 CDA negotiated by the parties and added her signature and the CDA had Quintin Cassady's signature block. Carlson sent the CDA to Peter Nicholson, of Nestlé Skin Health, S.A. and Stuart Raetzman of Galderma, S.A.

46. Peter Nicholson for Nestlé Skin Health, S.A., then sent the CDA to Quintin Cassady, the General Counsel of Galderma Labs, for his signature. Cassady signed the CDA on 23 February 2016. When returned to him, Nicholson sent the executed CDA signed by Cassady to Carlson on 24 February 2016 and copied Raetzman, declaring it "duly executed." Nicholson's email transmitting the signed CDA came from the email address peter.nicholson@galderma.com, yet his signature block in the transmission email shows him as "Vice President, Business

Development & Strategy" for Nestlé Skin Health S.A. with a physical address at Nestlé headquarters in Lausanne, Switzerland. Nicholson's signature block said:

Peter R. Nicholson
Vice President, Business Development & Strategy

Direct +41 (0)21 642 79 26
Mobile +41 (0)79 586 57 07

Nestlé Skin Health S.A.
Avenue Gratta-Paille 2
1018 Lausanne, Switzerland
www.nestleskinhealth.com

47. This signature block was consistent with a 11 March 2015 Nestlé Skin Health, S.A. press release where Humberto C. Antunes, Nestlé Skin Health, S.A.'s CEO, announced that Peter Nicholson was promoted from Galderma to Nestlé Skin Health, S.A.'s Vice President, Business Development & Strategy and other articles about Peter Nicholson's position at Nestlé Skin Health, S.A.

48. The CDA defined the parties as "Truinject" and "Galderma Laboratories, L.P. and its Affiliates."

49. With the 2016 CDA in place, Ms. Rios and Carlson met with Raetzman, Pierre Streit and Scott McCrea at the Grand Hyatt Hotel in Washington, D.C. on or around 5 March 2016 to discuss a potential deal between Truinject and Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs.

b. NICHOLSON DIRECTS GALDERMA LABS EMPLOYEES TO WORK WITH MS. RIOS AND TRUINJECT.

50. Nicholson and Nestlé Skin, Health, S.A., also explicitly directed Galderma Labs and Galderma, S.A., to work with Truinject. Annette Sjodin of Galderma Sweden in a 17 March 2015 email to Truinject says, "I am working with Peter Nicholson's team ***and he asked me to engage with you on this opportunity***." And in a 9 March 2015, email to Truinject, Nicholson

states, "***I will ask Annette Sjodin to coordinate work on this project for our Global Team***." Upon information and belief, the "Global Team" Nicholson identifies here includes at least the Galderma and Nestlé Skin Health companies named as Defendants in this action and several individuals.

c. NICHOLSON TELLS TRUINJECT IT WILL "MAINTAIN ENGAGEMENT" WITH TRUINJECT THROUGH GALDERMA LABS.

51. And in yet another email communication to Truinject, Nicholson states that "My schedule notwithstanding, ***Scott and Per can help advance this [work on joint venturing together] and I can maintain engagement through them***." Upon information and belief, "Scott" in this email is Scott McCrea of Galderma Labs and "Per" is Per Lango of Galderma Labs.

F. TRUINJECT, MS. RIOS, AND STEVE CARLSON OF TRUINJECT REASONABLY BELIEVED THAT GALDERMA LABORATORIES, L.P. HAD AUTHORITY TO ACT AS NESTLÉ SKIN HEALTH, S.A.'S AGENT.

1. MS. RIOS READ THAT GALDERMA "IS THE FOUNDATION OF" NESTLÉ SKIN HEALTH S.A. AND THAT NESTLÉ SKIN HEALTH, S.A. IS "RUN BY GALDERMA'S MANAGEMENT."

52. In a 11 February 2014 press release (attached as Exhibit 1), Nestlé, S.A. said that it is "***creat[ing] a new center of activities in this area, through a new entity: Nestlé Skin Health, S.A. Galderma will be the foundation of this entity which will be run by Galderma's management***." (emphasis added). The release said L'Oreal was going to dispose of its 50% stake in Galderma, which was a 50/50 joint venture between L'Oreal and Nestlé, S.A. at that point. When the transaction closed on 30 June 2014, Galderma, S.A. became a wholly owned indirect subsidiary of Nestlé, S.A. through Nestlé Skin Health, S.A. and "will have all of the required means for its development[.]" The release also said that ***Galderma*** "employs 4,000 in ***31 affiliates*** and benefits from a ***worldwide network*** of exclusive distributors." (emphasis added). Ms. Rios printed a copy of the press release at the time she read it in February 2014 and took notes

contemporaneously. Ms. Rios read this press release in February 2014 and reasonably believed it meant Galderma was authorized to act on behalf of Nestlé Skin Health, S.A. and its other affiliates.

2. TRUINJECT PRESENTED ITS TECHNOLOGY TO GALDERMA LABS AND LEARNED THAT GALDERMA LABS INVITED PEOPLE FROM GALDERMA, S.A. AND GALDERMA BRAZIL.

53. Ms. Rios also contemporaneously read a 11 February 2014, Business Wire article (attached as Exhibit 2) in which Nestlé's CEO said, "By creating Nestlé Skin Health, S.A.," Nestlé would be "leveraging Galderma's current portfolio, formulations and innovative research." It also says Nestlé "will … provide Galderma access to innovative technologies from Nestlé's R&D as well to help develop Nestlé Skin Health's future portfolio." Ms. Rios printed a copy of the article at the time she read it in February 2014 and contemporaneously took notes on the article. Ms. Rios reasonably believed this meant that Galderma would be working as Nestlé's agent "to help develop Nestlé Skin Health's future portfolio[,]" including developing Truinject's training products.

3. MS. RIOS READ THAT NESTLÉ "TAKE[S] CONTROL OF" GALDERMA.

54. On or about 11 February 2014, Ms. Rios read a Wall Street Journal article (attached as Exhibit 3) describing the L'Oreal transaction. The article says that Nestlé in that deal would "take control of skin-care company Galderma[.]" It says "Galderma will form the backbone of a new Nestlé unit-dubbed Nestlé Skin Health SA-that will specialize in medical skin treatments." It notes that Nestlé Skin Health, S.A., "will be led by Galderma Chief Executive Humberto Antunes." Based on this article, Ms. Rios reasonably believed Galderma was authorized legally to act on behalf of Nestlé Skin Health, S.A. and its affiliates.

4. MS. RIOS READ THAT NESTLÉ SKIN HEALTH S.A. "WILL BE RUN BY GALDERMA'S MANAGEMENT."

55. On or about 11 February 2014, Ms. Rios read a Canadian Press article (attached as Exhibit 4) discussing the L'Oreal transaction. The article discusses the financial issues around the

transaction and then notes that "Nestlé says it is creating a new unit, Nestlé Skin Health SA, that will be run by Galderma's management." Based on reading this article, Ms. Rios and Truinject reasonably believed Galderma would have authority to act as Nestlé Skin Health, S.A.'s agent.

5. MS. RIOS READ AGAIN THAT "GALDERMA WILL BE THE FOUNDATION OF [NESTLÉ SKIN HEALTH, S.A.] WHICH WILL BE RUN BY GALDERMA'S MANAGEMENT."

56. Similarly, on or about 19 February 2014, Ms. Rios read an article in The Pharma Letter (attached as Exhibit 5) with the above byline. The article is similar to the Business Wire and Wall Street Journal articles discussed above and says:

> Nestle will create a new center of activities in this area, through a new entity: Nestle Skin Health SA. Galderma will be the foundation of this entity which will be run by Galderma's management. As a wholly owned subsidiary of Nestle, Galderma will have all the required means for its development.

57. Based on reading this article, Ms. Rios and Truinject reasonably believed Galderma would act as an agent of Nestlé Skin Health, S.A.

6. MS. RIOS READ THAT "GALDERMA . . . WILL HENCEFORTH OPERATE AS THE PHARMACEUTICAL ARM OF NESTLÉ SKIN HEALTH S.A."

58. On 8 July 2014, Nestlé issued a press release (attached as Exhibit 6) noting that it had completed its acquisition of L'Oreal's stake in Galderma and stating that "Galderma . . . will henceforth operate as the pharmaceutical arm of Nestlé Skin Health S.A." Ms. Rios contemporaneously read this release, as well. Ms. Rios also read an article by Consumer Goods Technology about the transaction closing on 9 July 2014, printed the article and took notes about on the article contemporaneously. Ms. Rios and Truinject reasonably believed Galderma had authority to act as Nestlé Skin Health, S.A.'s agent., and Ms. Rios and Truinject reasonably believed Galderma had authority to act as Nestlé Skin Health, S.A.'s agent.

7. MS. RIOS READ THAT "NESTLÉ HAD MADE ITS MARKET INTENTIONS CLEAR IN FEBRUARY WHEN IT ANNOUNCED THE CREATION OF ITS NESTLÉ SKIN HEALTH DIVISION."

59. Likewise, on or about 10 July 2014, Ms. Rios read an article in Medical Press (attached as Exhibit 7) discussing Nestlé's $1.4 billion acquisition of Valeant's rights to "several key injectable aesthetic dermatology products in the US and Canada" including Dysport, Restylane, Perlane, Emervel and Sculptra. The article also notes that "Nestle had made its market intentions clear in February when it announced the creation of its Nestle Skin Health division . . . . [Nestle Skin Health's] bedrock was Galderma, a Nestle and L'Oreal joint venture which became fully-owned by Nestle . . . after the Swiss group completed its acquisition of L'Oreal's 50 percent stake." Based on reading this article, Ms. Rios reasonably believed Galderma would act as an agent of Nestlé Skin Health, S.A.

60. All the press releases read by Ms. Rios used "Nestlé Skin Health" and "Galderma" without every identifying or distinguishing between the different corporations. Instead, the press releases presented Nestlé Skin Health and Galderma working as a single entity and would not identify if the entity was Galderma Labs, Galderma, S.A., Nestlé Skin Health, Inc., Nestlé Skin Health, S.A. or some related entity. Further, the Defendants' buildings had "Nestlé Skin Health" and "Galderma" signage without specifying which entity is actually in the building. In fact, the Fort Worth building's sign said Nestlé Skin Health and Galderma right below without saying if it was Nestlé Skin Health, Inc. or Galderma Labs. The Defendants used email addresses that were from "Galderma" or "Nestlé Skin Health" without ever separating out which entity the person was from. And because Nestlé Skin Health, S.A. was run by Galderma's management, Ms. Rios

believed Galderma and Nestlé Skin Health, S.A. were affiliates and could act on behalf of each other.[3]

8. MS. RIOS TALKED WITH BETH BENTLEY FROM GALDERMA ABOUT NESTLÉ SKIN HEALTH BEING ACQUIRED BY GALDERMA.

61. At about the same time that Nestlé closed the Galderma acquisition, Ms. Rios had a phone call with Beth Bentley, a former Allergan colleague of Ms. Rios's. Ms. Rios told Bentley that she read that Nestlé acquired Galderma. Bentley said that Nestlé Skin Health provided Galderma with more money and research and development capabilities to expand Galderma and Nestlé Skin Health's footprint. Based on this conversation, Mr. Rios reasonably believed Galderma would act as an agent of Nestlé Skin Health, S.A.[4]

9. ON 5 SEPTEMBER 2014, ALISA LASK OF GALDERMA SAID THAT GALDERMA LABS WAS OWNED BY NESTLÉ SKIN HEALTH AND MS. RIOS UNDERSTOOD THAT GALDERMA AND NESTLÉ SKIN HEALTH ACTED AS ONE.

62. On 3 September 2014, Tracy Read, an Aesthetic and Corrective Marketing Coordinator for Galderma Labs organized a call between Ms. Rios and Galderma Labs. Read said that Per Lango (Vice-president of Aesthetic & Corrective Marketing & Global Sculptra Marketing), Alisa Lask (Sr. Director, Aesthetic & Corrective Marketing, Injectables), Chuck Paschke (Director, Aesthetic & Corrective Training) and Bentley would be on the call for Galderma Labs.

---

[3] Truinject attempts to use the nomenclature that Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma Labs and Galderma, S.A. used with Truinject. Throughout the Complaint, there are time when Truinject is unable to identify which entity acted or communicated with Truinject. Such confusion can only be clarified through discovery.

[4] Truinject is using the terms used by Bentley, who did not distinguish between the different Galderma and Nestlé Skin Health entities.

63. On 5 September 2014, Ms. Rios had a conference call with Lask, Lango, Paschke and Bentley. During the call, Ms. Rios told Lask, Lango, Paschke and Bentley that she heard that Galderma was acquired by Nestlé and was under the control of Nestlé Skin Health, S.A. Lask said she was excited for Galderma Labs to be part of Nestlé Skin Health, S.A. because it expanded Galderma Labs' reach. Lango said that he believed the union between Galderma, S.A. and Nestlé Skin Health, S.A. would expand Galderma's (and Galderma Labs') market share.

64. Ms. Rios and Martin then provided an overview of Truinject's business, explaining what the Kate platform could do. Lask said that Galderma Labs was "very interested" in Truinject and wanted to explore a business collaboration. Lask explained that because of the Nestlé Skin Health, S.A. acquisition, Galderma Labs was treated like a start-up so Lask understood Truinject's start-up struggles and the stage of its product development. After the call, Lask invited Truinject to demonstrate its technology to a small group at Galderma Labs' headquarters in Fort Worth, Texas.

65. Based on this call, Ms. Rios and Truinject reasonably believed Galderma Labs was acting for and on behalf of and in concert with Nestlé Skin Health, S.A.

10. A 5 MARCH 2016, MEETING CONFIRMS NESTLE SKIN HEALTH, S.A. REPRESENTATIONS THAT GALDERMA LABORATORIES, L.P. IS AUTHORIZED TO ACT AS ITS AGENT.

66. A 11 March 2015, Nestlé Skin Health, S.A. press release (attached as Exhibit 8) announced that Peter Nicholson (formerly Senior Director of Business Development at Galderma), was appointed Vice President, Business Development & Strategy of Defendant Nestlé Skin Health, S.A. Again, Ms. Rios of Truinject read about this promotion and reasonably believed it meant that Nicolson had authority to act as an officer of the company he worked for, namely Nestlé Skin Health, S.A.

11. MS. RIOS REASONABLY BELIEVED THAT NICHOLSON WAS ACTING ON BEHALF OF NESTLÉ SKIN HEALTH, S.A., GALDERMA, S.A. AND GALDERMA LABS WHEN NICHOLSON CAUSED A CDA TO BE "DULY EXECUTED."

67. On 18 February 2016, Stuart Raetzman, the CEO of Galderma, S.A., organized a meeting between Ms. Rios, Carlson, Raetzman and Peter Nicholson of Nestlé Skin Health, S.A. to take place on 5 March 2016 at the Grand Hyatt in Washington, D.C.

68. When Raetzman invited Ms. Rios to a 5 March 2016, meeting in Washington, D.C., Ms. Rios googled Nicholson, who Raetzman identified as working at Nestlé Skin Health, S.A. and whose online profile, including a Nestlé press release, listed him as a Vice President at Nestlé Skin Health, S.A.

69. Ms. Rios decided to update the CDA between Truinject and the Defendants. On 18 February 2016, Ms. Rios changed the date of the 2014 CDA (which had Quintin Cassady's signature block) and added her signature. Carlson sent the CDA to Peter Nicholson, who then sent it to Quintin Cassady, Galderma Labs' general counsel, for his signature.

70. Nicholson, a vice president of Nestlé Skin Health, S.A., then returned the CDA on 24 February 2016 to Carlson, stating that the CDA was "duly executed."

71. Based on Nicholson's representation that he worked for Nestlé Skin Health, S.A., and Nestlé Skin Health, S.A. saying Nicholson was a vice president, Ms. Rios and Carlson believed that Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs (the parties invited to attend the Washington, D.C. meeting) were bound by the CDA that Nicholson signed.

72. On 1 March 2016, Raetzman stated the meeting invitees would include: "Stuart Raetzman, CEO Galderma Pharma S.A.; Peter Nicholson, Vice President Business Development & Strategy Nestlé Skin Health, Scott McCrea, Director, Business Development, North America, Galderma Pharma S.A.; and Pierre Streit, CFO Nestlé Skin Health." Raetzman added Streit, the

CFO of Nestlé Skin Health, S.A. before the meeting took place and after Nicholson, the Vice-President of Nestlé Skin Health, S.A. proclaimed the CDA was "duly executed."

73. On 5 March 2016 at the Grand Hyatt Hotel in Washington D.C., Ms. Rios and Carlson met with Streit, Raetzman and McCrea, who were identified to her as the Chief Financial Officer of Nestlé Skin Health, S.A., Chief Executive Officer of Galderma, S.A. and Director of Business Development of Galderma Labs, respectively.

74. During that meeting, Streit, Chief Financial Officer of Nestlé Skin Health, S.A., learned about the development of Truinject's technology, business and marketing plans, and technical advances made by Truinject. Streit, Chief Financial Officer of Nestlé Skin Health, S.A. was "fascinated by" Truinject's technology and "excited about the financial impacts" of Truinject's technology for Nestlé Skin Health, S.A.

75. Afterwards, Nicholson summarized the 5 March 2016 Washington, DC meeting, noting that "we" needed to "re-engage its technical team" for a review of the platform. He also wanted to look more closely at Truinject's business model.

G. TRUINJECT SHARES ITS INTELLECTUAL PROPERTY WITH GALDERMA LABS, GALDERMA, S.A., NESTLÉ SKIN HEALTH, INC., NESTLE SKIN HEALTH, S.A., AND THEIR EMPLOYEES AND AFFILIATES PURSUANT TO THE CDAS.

76. Galderma Labs likewise arranged for Truinject to demonstrate its technology and platform to Galderma Labs on 21 October 2014. At that meeting, Truinject demonstrated its technology. Over twenty Galderma Labs employees (or people Ms. Rios believed were Galderma Labs employees) attended the presentation in person or via a telephone conference. Ms. Rios then learned that people from Galderma S.A. and Galderma Brazil attended but never identified themselves as working for an affiliate. Among the attendees were Per Lango (Vice-President Aesthetic & Corrective Marketing Global, Galderma Labs), Alisa Lask (Senior Director Aesthetic & Corrective Marketing Global, Galderma Labs), Chuck Paschke (Senior Director Organizational

Health, Galderma Labs) and John Rogers (Senior Director of Global Medical Affairs for Aesthetics and Corrective Marketing, Galderma, S.A.). Because Galderma Labs included people from its affiliates, such as John Rogers from Galderma, S.A. and Alessandra Noguiera from Galderma Brazil, Truinject believed that it would deal with Galderma Labs, Galderma, S.A., and Nestlé Skin Health, S.A. and that Galderma Labs was authorized to act on behalf of the aforementioned affiliates.

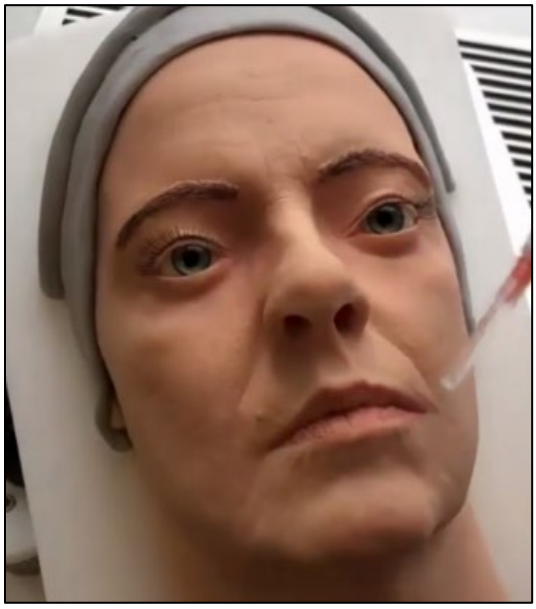
77. Throughout Truinject's relationship with Galderma Labs, Galderma Labs, Galderma, S.A., Nestlé Skin Health, Inc. and Nestlé Skin Health, S.A. and its various affiliates (Galderma Sweden or Q-Med and Galderma Brazil) acted as one entity, freely sharing information with each other while acting interchangeably with respect to Truinject and obtaining Truinject's trade secrets and materials.

H. GALDERMA LABS, GALDERMA, S.A., NESTLÉ SKIN HEALTH, INC., AND NESTLÉ SKIN HEALTH, S.A. BREACHED THE CDAS BY USING TRUINJECT'S INFORMATION TO DEVELOP A COMPETING PRODUCT.

78. After meeting with Truinject, Nestlé Skin Health, S.A., Galderma, S.A., Nestlé Skin Health, Inc., and Galderma Labs began developing their own dermal filler and neurotoxin injection training technology around November 2015 after reading about the Chamberlain Group in a New York Times article. Nestlé Skin Health, S.A., Galderma, S.A., Nestlé Skin Health, Inc., and Galderma Labs misappropriated and infringed on Truinject's technology (including patents, trade dress, trade secrets, and confidential information) by among other things creating and launching their own human head model called "Holly" that looks just like Truinject's "Kate"—right down to the two training heads having the same beauty marks located in the same places.

Galderma Labs also launched a virtual reality device called "LucyLive"[5] that substantially copies the augmented reality dermal filler and neurotoxin injection training technology developed by Truinject.

79. These actions have created confusion in the market. The theft of Kate and Truinject's virtual and augmented reality technology by Nestle Skin Health, Inc., Galderma, S.A., Galderma Labs, and/or Nestle Skin Health, S.A cut out Truinject as the first wide-release participant in this lucrative market.



Holly

80. False representations about a potential deal with Truinject made by Nestle Skin Health, Inc., Nestle Skin Health, S.A., Galderma, S.A. and Galderma Labs, and their assurances that Defendants would protect Truinject's confidential information caused Truinject to forgo other potential business partnerships and to disclose information to Nestlé Skin Health, S.A., Nestlé Skin

[5] Defendants now call LucyLive "Gia." Throughout the Complaint, Truinject refers to LucyLive, which includes Gia.

Health, Inc., Galderma, S.A. and Galderma Labs—information that was necessary for Nestlé Skin Health, Inc., Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A. to launch Holly and LucyLive.

81. Defendants' actions and conduct have harmed and will continue to harm Truinject in the amount of hundreds of millions of dollars.

III. PARTIES, JURISDICTION AND VENUE.

A. PLAINTIFF.

82. Truinject is a Delaware corporation with its principal place of business in Irvine, California.

B. DEFENDANTS.

83. Defendant Galderma, S.A. ("Galderma, S.A.") is a Swiss company with its principal place of business in Lausanne, Switzerland. Galderma S.A. is a wholly owned subsidiary of Nestlé Skin Health, S.A. and acts at the direction of, under the control of, and for the benefit of Nestlé, S.A. and Nestlé Skin Health, S.A.

84. Defendant Galderma Laboratories, L.P. ("Galderma Labs") is a Texas limited partnership with its principal place of business in Fort Worth, Texas.

85. Defendant Nestlé Skin Health, Inc. ("Nestlé Skin Health, Inc.") is a Delaware corporation with its principal place of business in Fort Worth, Texas.

86. Non-party Nestlé Skin Health, S.A. ("Nestlé Skin Health, S.A.) is a Swiss company with its principal place of business in Lausanne, Switzerland.

87. Non-party Nestlé, S.A. is a Swiss company with its principal place of business in Lausanne, Switzerland.

C. SUBJECT MATTER AND PERSONAL JURISDICTION.

88. This Complaint includes claims for patent infringement, a Lanham Act violation, misappropriation of trade secrets under state and federal law, state common law and statutory unfair competition claims, and state contract claims. The state law claims are so related to the federal claims in the action that they form part of the same case or controversy. Accordingly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

89. This Court has personal jurisdiction over Defendant Nestlé Skin Health, Inc. because it is incorporated in this District.

90. This Court has personal jurisdiction over Galderma Labs and Galderma, S.A. because (1) the Defendants were parties or beneficiaries of agreements with Delaware forum selection clauses or choice of law clauses; and/or (2) personal jurisdiction comports with Delaware's long-arm statute.

D. VENUE.

1. PATENT CLAIMS.

91. Venue in this Court is proper under 28 U.S.C. § 1400(b) as Defendant Nestlé Skin Health, Inc. is incorporated in this district and therefore resides in this District and is therefore subject to patent claims in this District.

2. GALDERMA, S.A.

92. Galderma, S.A. has consented to venue in this District as it is a party to or beneficiary of agreements that require venue in this District and the case was transferred to this District at the request of the Defendants.

3. GALDERMA LABORATORIES, L.P.

93. Galderma Laboratories, L.P. has consented to venue in this District as it is a party to or beneficiary of agreements that require venue in this District and the case was transferred to this District at the request of the Defendants.

4. NESTLÉ SKIN HEALTH, INC.

94. Venus is proper with respect to Nestlé Skin Health, Inc. under 28 U.S.C. § 1391(b)(3) and it has consented to venue in this District as it is a party to or a beneficiary of agreements that require venue in this District and the case was transferred to this District at the request of the Defendants.

IV. GENERAL ALLEGATIONS.

A. MS. RIOS NOTICES DANGER AND UNNECESSARY PATIENT INJURIES IN THE DERMAL FILLERS INDUSTRY.

95. Ms. Rios worked as a business development manager for Allergan, a major pharmaceutical company and the leading injectable company in the United States.

96. Through her initial research into what became Truinject's business, Ms. Rios learned that many general physicians and other medical providers, who did not specialize in cosmetic procedures, were supplementing their incomes through cosmetic injections. Patients were at risk of serious complications, such as blindness, because the injectors were untrained. Indeed, many of these physicians and practitioners had not received any training in cosmetic injections, but were essentially practicing on their own patients, who were basically guinea pigs.

97. Ms. Rios learned that the risks from aesthetic injections are real and disturbing, including FDA reports detailing the risks of blindness, visual impairment, stroke, ptosis, necrosis and misshapen facial features. Wanting to fix the growing problem and having ethical concerns

about patient safety, Ms. Rios sought to find a solution. With her family's support, she cleared her bank accounts and moved forward.

B. MS. RIOS STARTS TRUINJECT TO MINIMIZE THE SERIOUS RISKS INVOLVED WITH AESTHETIC AND COSMETIC INJECTIONS.

98. Ms. Rios decided the simplest and best solution was to provide medical providers with a training platform that would allow them to learn how properly and safely to use injectable products.

99. She founded Truinject,[6] the first company exclusively to focus on dermal filler and neurotoxin injection training software and devices for medical providers.

100. Truinject's signature technology is known as the Truinject Platform. The Truinject Platform consists of an injectable, anatomically correct simulated face model (or other body part), a smart syringe, and a comprehensive analysis software application with built-in 3D facial anatomy. It is the first injectable simulation system featuring true-to-life tissue, 3D digital facial anatomy, and real-time feedback. It also includes a virtual and augmented reality platform that allows medical providers to see the model's anatomy and structure through augmented and virtual reality lenses. The platform also includes an interactive iPad application.

C. THE TRUINJECT PLATFORM AND TECHNOLOGY IS THE FIRST OF ITS KIND.

1. TRUINJECT'S KATE ALLOWS MEDICAL PROVIDERS TO PRACTICE INJECTING SAFELY AND EFFICIENTLY.

101. Truinject named its first product Kate. Kate is a multi-layered device that mimics different layers of tissue and skeletal structures in a human head.[7] A user injects Kate with a training syringe that allows the user to track the location and angle of the needle relative to the

[6] Truinject was formerly known as Truinject Medical Corp.

[7] Truinject's technology is not limited to a head and can include other body parts such as a hand.

anatomical structures of the face, view any complications from the injection and measure how much product was injected. The device collects data on the injection, compares the injection to an evaluation standard, and tracks the progress of the user. Ultimately, the device allows users to refine their injection technique without putting patients at risk.

102. Truinject filed a series of patent applications to protect Kate and the Truinject Platform. These resulted in issued patents.

103. On 31 March 2014, Truinject filed a patent application entitled "Injection Training Apparatus Using 3D Position Sensor." And on 17 October 2017, the United States Patent Trademark Office issued U.S. Pat. No. 9,792,836 entitled "Injection Training Apparatus Using 3D Position Sensor" to Truinject (the "'836 Patent" or the "Asserted Patent"). Truinject owns all rights to the '836 Patent. Attached as Exhibit 9 is a true and correct copy of the '836 Patent.

104. The '836 Patent teaches a system and method for an apparatus and method for practicing injection techniques. The patented apparatus is a multi-layer device and an injection device that may be connected to a display device. A representative figure is below.

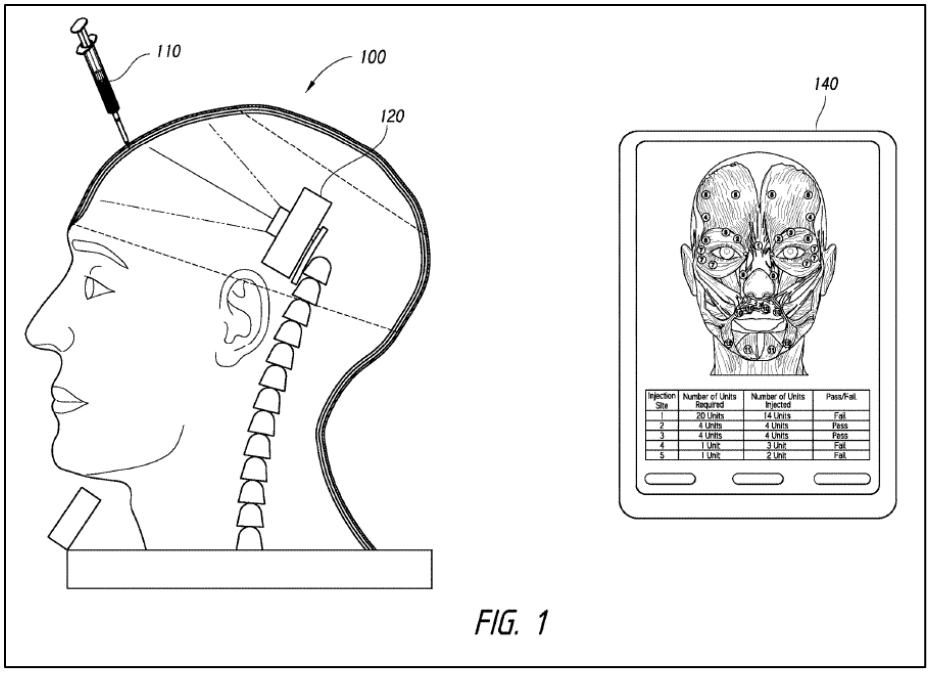


FIG. 1

105. The apparatus may represent any anatomical part, such as a head (as displayed in Figure 1), a hand, a spine (Fig. 26), or even an animal (Figs. 27-28). The apparatus, in one embodiment and without limitation, has multilayers, which replicate different layers of tissue, muscle, nerve or bone. The apparatus has a camera or a light detection device inside. The syringe has a light emission device at the needle's tip. As the syringe is plunged into the training apparatus, the light from the syringe is read by the sensor. The sensor measures the light from the training syringe, and, given the intensity of light appearing through the different layers and the direction of the light, the apparatus can pinpoint the location, depth, angle and force of the injection. This information is then displayed on an output device to show the injection's accuracy, technique or other problems. Importantly, the patent is not limited to a light emission device and sensor, but can include other location technology including, for example, electromagnets.

106. A representative claim reads:

> 1. An anatomically shaped injection training apparatus comprising:

an at least partially hollow base configured to provide structural support;

a clear layer of elastomer coating at least partially covering a base layer;

an opaque layer at least partially covering the clear layer, wherein the base, clear layer, and opaque layer form an anatomical shape; and

a three-dimensional (3D) tracking system positioned inside the base and configured to determine a location of a needle inserted into the clear layer of elastomer.

107. On 12 March 2015, Truinject filed Patent Application No. 14/645,997, entitled "Automated Detection of Performance Characteristics in an Injection Training System." On 14 May 2019, the PTO issued U.S. Pat. No. 10,290,231 (the "'231 patent"), entitled "Automated Detection of Performance Characteristics in an Injection Training System," to Truinject. Truinject owns all rights to the '231 patent. A true and correct copy of the '231 patent is attached as Exhibit 10.

108. The '231 patent teaches a method to improve injection technique by allowing users to practice injections on a head shaped training device with a syringe. The device tracks the training injection and compares the injection to specific criteria. The device then provides feedback on how the user can improve his or her injection technique.

109. A representative claim reads:

1. A method to improve performance of an injection technique using one or more signal processors of an injection training system having an anatomically-shaped apparatus and a syringe, the method comprising:

providing the anatomically-shaped apparatus, the anatomically-shaped apparatus configured to receive a training injection of the injection technique performed by a user;

providing the syringe having a needle, a barrel, and a plunger and configured to deliver the training injection to the anatomically-

shaped apparatus, the syringe further comprising at least one syringe sensor on the syringe;

receiving, by the one or more signal processors of the injection training system, sensor-based injection information associated with the training injection of the injection technique, the sensor-based injection information comprising information indicative of the position and use characteristics of the syringe detected by the at least one syringe sensor;

analyzing electronically, using the one or more signal processors, the sensor-based injection information;

evaluating electronically, using the one or more signal processors, the analyzed sensor-based injection information relative to at least one evaluation criterion; and

comparing electronically, using the one or more signal processors, the analyzed sensor-based injection information with at least one performance requirement to determine whether the training injection met the at least one performance requirement;

outputting by the one or more signal processors, for displaying on a display device during and/or after the training injection, a graphical depiction of the training injection, wherein the graphic depiction includes a digital three-dimensional model of the anatomically-shaped apparatus a location of the needle relative to the digital three-dimensional model of the anatomically-shaped apparatus, and a dynamic position of the plunger in real time the digital three-dimensional model of the anatomically-shaped apparatus comprising facial anatomical features, wherein the one or more signal processors are configured to alter a view of the graphical depiction to better visualize the training injection; and

outputting electronically, using the one or more signal processors, based on the analyzed sensor-based injection information, a recommended action to improve injection technique.

110. On 14 May 2018, Truinject filed Patent Application No. 15/979,260, entitled "Automated Detection of Performance Characteristics in an Injection Training System." On 14 May 2019, the PTO issued U.S. Pat. No. 10,290,232 (the "'232 patent"), entitled "Automated Detection of Performance Characteristics in an Injection Training System," to Truinject. Truinject

owns all rights to the ‘232 patent. A true and correct copy of the ‘232 patent is attached as Exhibit 11.

111. The ‘232 patent teaches an injection training device that is shaped like a human head with a syringe. The device has a location system that is used to determine the location and orientation of the syringe. The device then outputs this information on a display device with a three-dimensional graphical depiction of the head and syringe.

112. A representative claim reads:

> 1. An injection training system configured for training of a facial injection technique, the system comprising:
>
> a syringe having a syringe body and a plunger, the plunger configured to move relative to the syringe body, the syringe body comprising a proximal end and a distal end, the syringe further comprising a flange portion disposed at or near the proximal end, and a needle coupled to the distal end;
>
> a training apparatus in the form of an anatomical model of a human head configured to receive a facial training injection performed by a user using the syringe, the training apparatus comprising a layer of synthetic or simulated tissue, the needle of the syringe configured to penetrate the layer of tissue;
>
> a location sensing system including a first portion and a second portion, the first portion and the second portion working together to determine a position and orientation of the syringe needle, the first portion coupled to the syringe and configured to move with the syringe, the second portion being stationary relative to the training apparatus, wherein at least one of the first or second portion is at least configured to measure information corresponding to characteristics of a magnetic field; and
>
> a processing unit in electrical communication with the location sensing system,
>
> wherein the location sensing system is configured to determine and transmit to the processing unit information related to the position and orientation of the syringe needle,
>
> the processing unit configured to calculate the position and orientation of the syringe needle relative to the training apparatus,

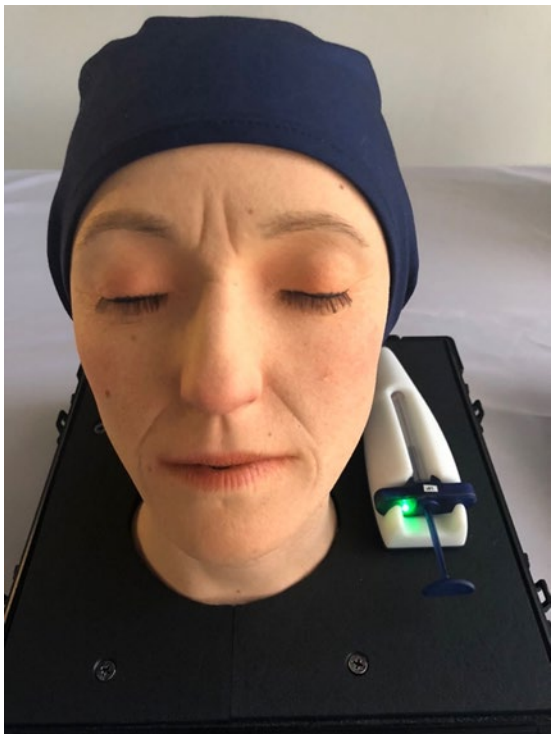
> the determined position and orientation including at least a depth and location of the injection associated with the layer of tissue of the training apparatus, and
>
> the processing unit further configured to cause a display device to display feedback on how the user performed in the facial training injection, wherein the feedback comprises a three-dimensional graphical depiction of the training injection based at least in part on the calculated position and orientation of the syringe relative to the training apparatus,
>
> wherein the three-dimensional graphical depiction comprises a digital model of the syringe and the digital model of the training apparatus, the digital model of the training apparatus comprising a plurality of different anatomical layers, the three-dimensional graphical depiction further comprising a simulated delivery of therapeutic agent to the digital model of the training apparatus and a dynamic position of the plunger in real time.

113. Kate's layers are designed to be anatomically correct.

114. Truinject validated the accuracy of Kate's anatomical structure through several years of research and then verified the anatomy with leading physicians.

2. TRUINJECT'S KATE HAS A DISTINCTIVE TRADE DRESS.

115. To aid medical providers, Truinject built Kate to reflect a typical patient. And to specifically identify to medical providers that they were using Truinject's world-class product, Truinject designed and incorporated several distinctive and non-functional features, for example a beauty mark located on the right side of the face. A scrub hat was added to the scalp of the apparatus.

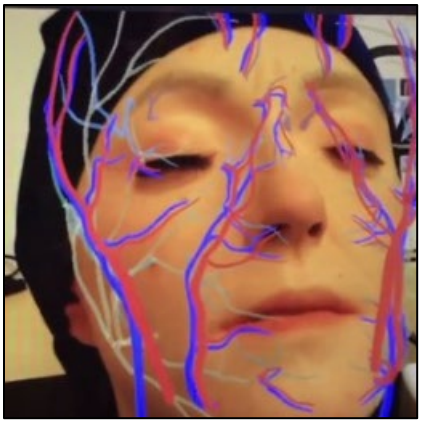


116. Truinject's design efforts led to the creation of the training apparatus recognizable as being a Truinject product.

117. The overall appearance of the product, the user interface, the syringe and other features of the Truinject Platform constitutes Truinject's trade dress.

3. KATE IS SUPPORTED BY AUGMENTED AND VIRTUAL REALITY TECHNOLOGY AND TRAINING.

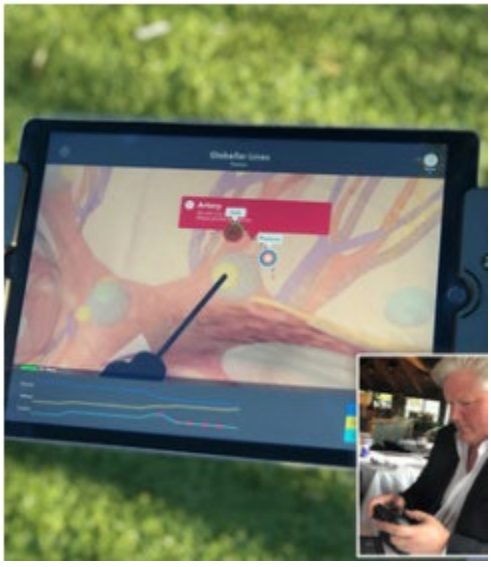
118. Truinject also developed an additional training device that uses augmented and virtual reality. The technology allows medical providers to gain a better visual understanding of Kate's three-dimensional anatomy. The augmented and virtual reality product changes how physicians train and, therefore, perform procedures on patients. For example, this technology allows a medical professional to see blood vessels superimposed over Kate's skin, thereby teaching providers how to avoid improper injections.



119. Truinject has multiple patents pending on this technology. Other aspects of the augmented and virtual reality training system constitute trade secrets.

4. MEDICAL PROVIDERS LEARN THROUGH TRUINJECT'S TABLET APP.

120. Truinject also developed an interactive iPad app that allowed users to explore anatomy and practice injecting.



5. THE TRUINJECT PLATFORM INCLUDES DATA COLLECTION AND ANALYSIS.

121. Truinject's technology also captures data related to specific injections, including the number of successful injections and the parameters that led to the successful injection.

122. This data can be used in four major ways: (1) to refine injection technique to teach providers the proper angles and depth of an injection; (2) to help pharmaceutical companies understand the risks associated with their products; (3) to help pharmaceutical companies in clinical trials by simplifying the clinical trial protocols; and (4) to help physicians and practitioners in lowering insurance premium rates.

6. THE TRUINJECT PLATFORM STREAMLINES AND IMPROVES HOW MEDICAL PROFESSIONALS LEARN TO PROPERLY INJECT FILLERS AND TOXINS.

123. Before Truinject developed its innovative platform, medical providers either used cadavers or live patients to practice their injection technique.

124. At that time, it took up to two years to learn how to inject patients competently. By one estimate, a pharmaceutical company spent $125,000 per year to train one doctor. This cost includes providing physicians with free samples of products that some physicians then use to practice on live patients; some even charged patients for the procedures using the free product.

125. Kate and Truinject's other products and trade secrets can be used to create a certification process that saves pharmaceutical companies millions in testing, product samples and product liability litigation resulting from patient complications. This certification process allows patients to trust that a medical provider is competent before receiving an injection.

D. TRUINJECT APPROACHED BIODIGITAL TO BUILD ONE OF KATE'S COMPONENTS.

126. Truinject identified potential vendors and contractors to work on specific components of Kate. One such vendor was BioDigital.

127. BioDigital calls itself the "World's First Human Visualization Platform" that provides "interactive 3D" visualization of anatomy, diseases and treatments. In essence, BioDigital provides an interactive computer system that displays human anatomy, diseases and treatments.

128. In early 2014, Truinject approached BioDigital to build a computer application that showed Kate's 3D anatomy and allowed the user to virtually peel back the tissue layers on the computer screen so the user could determine the correct location for an injection. BioDigital entered a Confidential Disclosure Agreement so Truinject could share its confidential information with BioDigital.

129. On 8 April 2014, BioDigital's Aaron Oliker provided Truinject with a proposal for work.

130. Truinject ultimately picked another vendor to build Kate's user interface but BioDigital was still bound to protect the information it received from Truinject.

E. GALDERMA LABS, A MAJOR PLAYER IN THE FILLER INDUSTRY, WAS INTERESTED IN DEVELOPING A SYSTEM FOR COSMETIC INJECTION TRAINING.

131. Nestlé Skin Health, S.A. describes Galderma Labs as "the medical solutions business within Nestlé Skin Health" that "provides prescription drugs and aesthetics solutions" to "protect and enhance healthy skin, treat compromised skin and rejuvenate aging skin." (https://www.Nestléskinhealth.com/galderma-medical-solutions).

132. Galderma Labs manufactures or sells several aesthetic injectable products in the United States, such as fillers (a substance that adds volume under a patient's skin) and neurotoxins (a substance that relaxes muscles to smooth the overlying skin). Galderma Labs sells such products including Restylane, Oracea, Soolantra, Sculptra and Dysport. As a result, Galderma Labs is a key player in the filler and neurotoxin injectable product market.

133. The FDA approved Dysport in 2009. At that time, Allergan's Botox had been the only neurotoxin on the market for the previous 7 years, having been approved by the FDA in 2002. Thus, doctors and other providers had used Botox for several years, becoming comfortable with Botox and its protocols before Dysport was even introduced.

134. Botox and Dysport are not interchangeable because the products are dosed and injected differently. Thus, a health provider's experience injecting Botox does not directly translate to Dysport. One practitioner reported that using Dysport after using Botox is "like learning a whole new language." Therefore, Galderma Labs faced an uphill battle in its competition with Botox, and it believed that training injectors in how to inject Dysport would be critical to gaining market share.

135. To address this need, Galderma Labs and its affiliates developed a training network called GAIN (the Galderma Aesthetic Injector Network) to train medical providers. GAIN, however, lacked any technology to train medical providers safely and effectively. Galderma Labs and its affiliates were left trying to identify companies that offered innovative training solutions. In addition to GAIN, Nestle Skin Health, Inc., also created a program called SHIELD to find businesses in which it and its affiliates could invest in, partner with or acquire.

1. NESTLÉ SKIN HEALTH, S.A. AND GALDERMA, S.A. CLAIM TO RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

136. Nestlé Skin Health, S.A. and Galderma, S.A. purport to respect the intellectual property rights of others, in particular start-ups. In 2017, patent counsel for "Galderma" in Lausanne, Switzerland, Jessica Mikus, stated:

> We create an environment that is respectful to the rights of start-ups and collaborators. . . . Whenever someone comes to us with an idea, we make sure they are protected themselves. We often leave ownership with the collaborators to maintain a sense of trust and entrepreneurship. In return, we ask for right of first refusal. Our message is that we respect them as inventors and their IP, as well as our own.

137. Nestlé Skin Health S.A.'s Code of Ethics (and its CEO Stuart Raetzman) also claims that "Nestlé Skin Health respects that third parties have a similar interest in protecting their confidential information. In case third parties, such as suppliers or customers, share confidential

information with Nestlé Skin Health, such information shall be treated with the same care as if it was Nestlé Skin Health's confidential information."

138. In addition, Nestlé Skin Health's Code of Ethics states that "We comply with the law at all times[.] Nestlé Skin Health is committed to full compliance with the laws and regulations in which it operates. Nestlé Skin Health employees must comply with all applicable laws and regulations and internal standards (i.e. [sic] policies and procedures, SOPs, etc.) These internal rules are specific to our Company and may go beyond what is required by law." These representations and ethical standards are and were consistent with the representations Nestlé Skin Health made to Truinject as detailed below.

139. Despite their Code of Ethics and representations to Truinject about their integrity and ethics, Nestle Skin Health Inc., Nestle Skin Health, S.A., Galderma Labs, and Galderma, S.A., actively used Truinject's trade secrets and other confidential information to manufacture a copy of Kate and other related products.

F. GALDERMA, S.A. AND GALDERMA LABS EXPRESS INTEREST IN TRUINJECT.

1. GALDERMA LABS APPROACHES TRUINJECT.

140. In early 2014, Ms. Rios was approached by Elizabeth Bentley ("Bentley"), then a manager for Corporate Sales Training with Galderma Labs' Aesthetic & Corrective Department ("A&C"), and a former colleague of Ms. Rios at Allergan. On 24 January 2014, Bentley told Ms. Rios that Galderma Labs had interest in Truinject.

141. On 19 August 2014, Bentley told Ms. Rios that she had "met with the 'powers that be' here at Galderma about Truinject. They are very interested and have asked me to spearhead a meeting with your team and ours." Via email, Bentley introduced Ms. Rios to others at Galderma Labs to facilitate a phone call.

142. The call took place on 5 September 2014. Ms. Rios participated for Truinject. On the call for Galderma Labs were Per Lango ("Lango"), Vice President Aesthetic & Corrective Marketing, Alisa Lask ("Lask"), Senior Director Injectables Marketing, Chuck Paschke ("Paschke"), Director Sales Training Nestlé Skin Health and Bentley. During the call, Lask said that Galderma Labs was "very interested" in Truinject and wanted to explore a business collaboration. Lask explained that Galderma Labs understood Truinject's start-up struggles and the stage of its product development because Galderma Labs was acting like a start-up after Nestlé Skin Health, S.A. acquired Galderma, S.A. After the call, Lask invited Truinject to demonstrate its technology to a small group at Galderma Labs' headquarters in Fort Worth, Texas.

2. TRUINJECT PRESENTED ITS TECHNOLOGY TO GALDERMA LABS AND WAS SURPRISED THAT GALDERMA LABS INVITED PEOPLE OUTSIDE OF GALDERMA LABS.

143. On 21 October 2014, Ms. Rios, Truinject's CEO, and Lyle Martin ("Mr. Martin"), Truinject's former Vice President of Commercial Operations, met with Galderma Labs in Fort Worth, Texas. Ms. Rios and Mr. Martin demonstrated Kate and showed a short video about Truinject. During the demonstration, physicians (including Dr. Alessandra Nogueira), marketing staff, and sales managers injected Kate with Truinject's syringes.

144. Initially, Truinject believed that the demonstration would be limited to a small number of Galderma Labs employees. However, Truinject's presentation generated such excitement that people from Galderma, S.A., Nestlé Skin Health, Inc. and other Galderma Labs affiliates attended the meeting as it progressed, and others joined by telephone.

145. In addition to Lango, Lask, Bentley and Paschke, at least the following employees of the Defendants attended the 21 October 2014 demonstration:

- Rick Lawrence, Galderma Labs' Sr. Director, Innovative Marketing;

- Patrick Matthews, Galderma Labs' Associate Finance Director, Aesthetic & Corrective Business Unit;
- Dr. Alessandra Nogueira, MD, Dermatologist and Galderma Brazil's Medical Manager;
- Simone Howell, RN. CCRA, Galderma Labs' Medical Lead, Aesthetic & Corrective;
- Beth DelPorte, Galderma Labs' Medical Science Liaison, Central Region;
- At least 10 other Galderma Labs or affiliate employees came in and out of the room during Truinject's presentation; and
- Others present telephonically including Dr. John Rogers, Galderma, S.A.'s Senior Director of Global Medical Affairs for Aesthetics and Corrective Marketing (later promoted to Head of Global Medical Affairs), Drew Fine, Galderma Labs' Marketing Director Dermal fillers, and Michelle DeRidder, Galderma Labs' Marketing Brand Director—Dysport & Skincare.

146. Immediately after the meeting, Lask asked Truinject to send Dr. John Rogers (not an employee of Galderma Labs but of Galderma, S.A.) the slides it used during the presentation. Lask stated that Dr. Rogers was in charge of global training and told Ms. Rios that Dr. Rogers had worked for Allergan. Both Ms. Rios and Lask were also former Allergan employees.

147. Lango then asked Ms. Rios and Mr. Martin to talk further in his office. Lango said that Galderma Labs was interested in buying the global rights to Truinject's technology for dermatological and aesthetic uses with Truinject retaining the right to use its technology for therapeutic purposes (such as treatment for a disease or migraines, or epidurals). Lango also requested an exclusive two to three-week due diligence process that required Truinject not to meet with any other companies during this time. Lango stressed the importance of exclusivity to Galderma and assured Ms. Rios that the due diligence would move quickly.

148. Galderma Labs proposed a CDA so that it could receive and review Truinject's confidential and proprietary information. Ms. Rios signed the CDA on behalf of Truinject on 29 October 2014; the CDA had an effective date of 23 October 2014 (attached as Exhibit 12).

Under the terms of the CDA, Galderma Labs and its Affiliates (called Galderma under the CDA) were to receive Truinject's confidential information (including trade secrets and other information) to investigate a possible business relationship. Galderma Labs and its affiliates further agreed "to hold in confidence and not publish or disclose [Truinject's] Confidential Information to any third party" and to use Truinject's confidential information "solely in connection with the Business Relationship and for no other use or purpose whatsoever."

149. Galderma Labs and its affiliates agreed to abide by the confidentiality and use obligations for five years from the expiration of the agreement (two years from the effective date of the CDA).

150. Paragraph 5 required a party to notify the other when it was no longer interested in pursuing a Business Relationship:

> 5.0 Return of Confidential Information. If either party decides to cease or to not further pursue the Business Relationship, or if either party requests the return of its Confidential Information at any time, such Confidential Information will promptly be returned or destroyed as instructed by the disclosing party, together with any copies thereof (except that one (1) copy may be retained by the recipient for archival purposes), and this Agreement will be terminated, except for the obligations of confidentiality stated in herein.

151. The CDA did not grant Galderma Labs (and its affiliates) "any license or other rights to the Confidential Information" of Truinject.

152. In reliance on Galderma Labs' (and its affiliates) representations that it was pursuing a business relationship in good faith, as well as the executed CDA, Truinject provided Galderma Laboratories, L.P., and its affiliates with access to trade secrets and confidential information, including the names of vendors and information about Kate.

3. GALDERMA, S.A.'S DR. JOHN ROGERS ASKS ABOUT THE TECHNOLOGICAL ASPECTS AND SPECIFICATIONS OF THE TRUINJECT PLATFORM.

153. Galderma S.A.'s Rogers participated telephonically in the 21 October 2014 demonstration. After the meeting, Rogers emailed Ms. Rios, stating that "[a] major responsibility for me while at Allergan, and now at Galderma, will be do [sic] develop and shape the educational platforms for training physicians on injection technique. So, what you are developing at Truinject is very much to my heart [sic]."

154. Rogers then asked Ms. Rios about Kate's technical capabilities, including whether the software was capable of mapping different configurations of anatomical features, whether the Kate platform could include a model based on "an Asian face, a male face," and if Kate's anatomy was developed from MRI or ultrasound imaging.

155. In response, Ms. Rios emailed that Truinject "designed the system so it could be a visual tool for physicians so that they could truly understand all components of an injection." She also told Rogers that "[o]ur software allows us the ability to add any muscles, nerves, structures of the face that you should want. Our core patent covers all demographics, this includes the Asian face." Ms. Rios stated that what made the Truinject "system different is that we have the capability to track the needle tip." Lask was copied on Ms. Rios's response.

156. After the 21 October 2014 meeting, Galderma Labs contacted Truinject to further the discussions Ms. Rios had with Lango, Lask and Rogers, and scheduled a call for 22 October 2014 with Galderma Labs' Business Development team and Ms. Rios. Defendants told Ms. Rios that there was "no need for counsel on this call."

4. GALDERMA LABS AND GALDERMA PRESSURED MS. RIOS AND TRUINJECT TO CANCEL MEETINGS WITH ALLERGAN AND MERZ, GALDERMA'S COMPETITORS.

157. On 22 October 2014, Ms. Rios had a call with Scott McCrea ("McCrea"), Director of Business Development, and Lango to further discuss a business relationship between Galderma, S.A., Galderma Labs and Nestlé Skin Health, S.A., and Truinject.

158. On 28 October 2014, McCrea called Ms. Rios to discuss an exclusivity agreement with a "no shop" clause. McCrea said that the Galderma companies intended to be a leader in the facial aesthetics market and that their partnership with Truinject would result in a global deal that would benefit all involved companies. McCrea also said that Galderma Labs and its affiliates needed closer to three months for due diligence rather than the two to three weeks Lango had originally proposed.

159. McCrea asked Truinject to cancel all meetings Truinject had scheduled with companies, including many of the Defendants' competitors—Allergan and Merz—because the Defendants required exclusivity. Defendants wanted to gain an advantage over their competitors in the neurotoxin and dermal filled injection training market and believed Kate would provide that advantage.

160. Truinject decided that it would honor its commitments and told McCrea that Truinject would attend the previously scheduled meetings with Defendants' competitors.

5. GALDERMA LABS STRESSES THE IMPORTANCE OF AN EXCLUSIVITY AGREEMENT AND PRESSURES TRUINJECT TO CANCEL MEETINGS WITH ALL OTHER INTERESTED PARTIES.

161. During a 4 November 2014 phone call, McCrea again emphasized to Ms. Rios that Galderma, S.A., Galderma Labs and Nestlé Skin Health, S.A. wanted an exclusivity agreement with Truinject. McCrea told Ms. Rios that a Truinject-Allergan partnership would be a mistake, claiming that Allergan steals technology from potential partners and would steal Truinject's

technology. He promised that Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A. would not steal Truinject's technology. McCrea said that the Vice President and General Manager "chewed him out" for not closing the deal with Truinject. He said that Galderma and Nestlé Skin Health did not want anyone else to see Kate because Galderma and Nestlé Skin Health were serious about a deal with Truinject and that Ms. Rios could "trust" Galderma and Nestlé Skin Health.[8]

162. That same day, McCrea emailed Ms. Rios and said that he "talked to some people in the U.S. but need to talk to others in Europe." That is, McCrea from Galderma Labs was communicating with people outside of Galderma Labs, including people in Europe (likely Switzerland), about Truinject.

163. In reliance on McCrea's statements and representations, Truinject agreed to cancel all meetings that Truinject had scheduled with Nestlé Skin Health, S.A.'s competitors believing that Galderma, S.A., Galderma Labs and Nestlé Skin Health, S.A. were serious about buying Truinject's technology.

6. NESTLÉ SKIN HEALTH, INC, AND GALDERMA, S.A. MET WITH TRUINJECT IN SAN DIEGO AND TRUINJECT SHARES ITS CONFIDENTIAL INFORMATION AND TRADE SECRETS.

164. While negotiating the terms of an exclusivity agreement and still subject to the 23 October 2014 CDA, Galderma Labs requested a meeting in San Diego during the American Society for Dermatologic Surgery ("ASDS") Conference. Truinject agreed to hold a private meeting on 6 November 2014. Galderma Labs identified several non-Galderma Labs people that would be attending the meeting on behalf of Galderma Labs including Lena Jonsson ("Jonsson"), head of A&C and Portfolio Management, Global Strategic Marketing for Q-Med AB (a Nestlé

[8] During the conversation, McCrea did not specify which Galderma or Nestlé Skin Health entity he was referring to.

Skin Health, S.A. subsidiary); Didier Leclercq ("Leclercq"), Managing Director SHIELD Network and Chief Executive Officer at Nestlé Skin Health, Inc.; Darren Lenczycki ("Lenczycki"), Business Development Manager for Galderma Labs; and Anette Sjodin ("Sjodin"), Licensing & Alliance Manager for Q-Med AB in Sweden. During the meeting, Truinject gave a live demonstration of Kate and Truinject's syringe and allowed Galderma, S.A. (through its Swedish subsidiary) and Nestlé Skin Health, Inc. to simulate injections on the Kate.

165. During the demonstration, Leclercq (Nestlé Skin Health, Inc.'s CEO) pulled apart Truinject's syringe to see how it worked. He unscrewed the needle tip to get a closer look at the optic fiber and explained that because he was an engineer, he wanted to understand how the syringe worked. The contents of and technology behind Truinject's syringe are patented or a trade secret.

7. TRUINJECT AND GALDERMA, S.A. EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT, WHICH (1) CUTS TRUINJECT OUT OF THE MARKET AND (2) BINDS GALDERMA, S.A. AND AFFILIATES TO CONFIDENTIALITY.

166. After stressing the importance of exclusivity, Galderma, S.A. sent Truinject a proposed Exclusive Negotiation Agreement. After reviewing the draft, Truinject's legal counsel added a one-year non-compete provision. The parties then compromised, agreeing to a nine-month non-compete period. The draft also contained confidentiality provisions that required Galderma, S.A. to protect Truinject's confidential or proprietary information.

167. The parties signed the Exclusive Negotiation Agreement on 10 November 2014 with an effective date of 5 November 2014 (attached as Exhibit 13).

168. The Exclusive Negotiation Agreement stated that "[i]n exchange for a fee in the amount of Seventy-Five Thousand Dollars ($75,000) to Truinject, Truinject agree[d] that Galderma and its affiliates shall have the exclusive right to evaluate and negotiate the Proposed Transaction for a period of ninety (90) days." Truinject believed that the three (3) month period

would be used to negotiate the terms of a prospective business relationship; however, Nestlé Skin Health's true intent was to use the three-month exclusivity period to gain access to Truinject's proprietary information and trade secrets while preventing Truinject from meeting with other companies.

169. Under the terms of the agreement, Truinject was to provide Galderma and/or its affiliates "any information reasonably requested in connection with Galderma's evaluation of the Proposed Transaction."

170. As part of the terms of the Exclusive Negotiation Agreement, "Galderma agree[d] that for the period of nine (9) months commencing on the Effective Date [5 November 2014], Galderma shall not, and shall not cause its Representatives, to directly or indirectly: (i) enter the market with any product or system that is substantially similar in functionality as the Truinject System ('Alternative System'); (ii) engage in development of any Alternative System; or (iii) engage or participate in any discussions or negotiations with any entity that currently sells an Alternative System or is engaged in developing an Alternative System. . . ."

171. The Exclusive Negotiation Agreement also required that Confidential Information "be held in strictest confidence" by both parties and that any disclosed information would be used solely "in connection with [the Exclusivity Agreement] or the Proposed Transaction." The confidentiality obligations remain in full force and effect for a period of three (3) years after the exclusivity period, thus ending in February 2018.

172. Immediately upon sending the fully executed Exclusive Negotiation Agreement, McCrea asked Truinject for its slide presentations, videos and design plans. This was Galderma Labs, Galderma, S.A.'s or Nestlé Skin Health, Inc.'s third request for Truinject to provide even more highly confidential information.

8. RELYING ON THE EXCLUSIVE NEGOTIATION AGREEMENT, TRUINJECT DISCLOSES TRADE SECRET INFORMATION TO NESTLÉ SKIN HEALTH, INC., GALDERMA LABS, AND GALDERMA, S.A. AND THEIR EMPLOYEES AS SET FORTH BELOW.

173. During a 14 November 2014 telephonic meeting, Truinject disclosed various trade secrets to Galderma Labs and Galderma, S.A., including but not limited to information related to Truinject's development of Kate, Kate's features, Truinject's business plans, and Truinject's suppliers. Galderma Labs' and Galderma, S.A.'s participants included Rogers, McCrea, Sjodin, and Lenczycki. The conference call took place on the same day that Ms. Rios and Truinject received the Stevie Award for Startup of the Year in New York City, an international award for women in business.

174. During the meeting, Galderma, S.A. or its affiliates (*e.g.*, Galderma Labs and Q-Med, AB.) stressed the importance of completing what it called technical due diligence. The due diligence included interviews with all Truinject employees that helped develop Kate, and receipt of Truinject's service agreements, a list of everyone involved with the development of Kate, and the validation of Truinject's software by doctors and engineers. For example, in this due diligence process, Truinject disclosed its prior dealings with BioDigital and had a contract with BioDigital, a company that received Truinject's confidential information and trade secrets in order to bid on building Kate.

175. Galderma, S.A. and Galderma Labs also wanted Truinject's platform to be validated by the medical community. Truinject agreed, provided that it was involved with the process and could see the results of the survey. Truinject proposed using one plastic surgeon, one oculoplastic surgeon, one dermatologist, and one facial plastic surgeon. These doctors would be considered "core" doctors. Galderma, S.A. and Galderma Labs wanted broader participation, involving 10 Key Opinion Leaders ("KOLs") who would be physicians identified as thought

leaders in the industry and who help Galderma, S.A., Galderma Labs, Nestlé Skin Health, Inc. and Nestlé Skin Health, S.A. make business decisions. Truinject agreed to having seven KOLs inspect the technology. Ms. Rios asked that Truinject help identify and select the KOLs for the medical validation. Galderma Labs and Galderma, S.A. agreed and stated that Rogers, Head of Medical Affairs for Galderma, S.A., would organize the search for doctors with worldwide influence. Galderma, S.A. also agreed that Truinject would be allowed to participate in preparing the questions asked to the KOLs and to see the results of the survey.

176. On the marketing and business sides, Galderma, S.A. and Galderma Labs asked in December 2014 for Truinject's business and marketing plan to launch Kate in order to look for ways in which Galderma, S.A. and Galderma Labs could participate and benefit. Galderma, S.A. and Galderma Labs and Truinject then went through a Truinject summary of Kate's current functionality and plans for a Kate 2.0, Kate 3.0 and Kate 4.0. Galderma, S.A. and Galderma Labs asked Truinject for more information on future generations, intellectual property (trade secrets, copyrights, patents, and trademarks/trade dress), and on Ms. Rios's vision for how to change the injectable industry and how to monetize the data that the Truinject Platform would generate.

177. Knowing the importance of being the first to market with this type of technology, Galderma requested that Truinject not share any information with any potential new investors and also keep the negotiations a secret, in order to make a "big splash" later together.

178. Shortly after the 14 November 2014 meeting, Galderma Labs and Galderma, S.A. started to pressure Truinject. On a telephone call with Ms. Rios, McCrea discussed an exclusive license between Galderma (and its affiliates) and Truinject, or an acquisition of Truinject. McCrea also told Ms. Rios that Galderma, S.A. had taken a leap of faith by entering the exclusivity agreement and it was rare to pay a company for these sorts of provisions. He also told Ms. Rios

that Galderma could acquire a "face" for approximately $1,800. Ms. Rios was taken aback by this and promptly asked McCrea why Galderma was even bothering talking to Truinject if Galderma was interested in shopping other faces and technologies given the non-compete provisions in the Exclusivity Agreement. McCrea did not have an answer and brushed the question off.

179. McCrea then initiated a second call with Ms. Rios. McCrea's purported objective was to identify additional technical and medical information for Galderma, S.A.'s and Galderma Labs' due diligence review. The call was initially intended to be between McCrea and Ms. Rios. To Ms. Rios's surprise, Lango, Rogers, and Sjodin (business development in Sweden) and Lenczycki (business development for Galderma Labs) also joined the call.

180. During the call, Lango asked Ms. Rios who would own the intellectual property ("IP") rights if Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Truinject were to develop technology together. Ms. Rios responded by stating that she would have to ask her legal counsel because she was not an IP expert. Lango became upset by Ms. Rios's response, asking "can you not answer a question without your attorney?" Ms. Rios responded by informing Lango that her counsel were the experts on IP.

181. Sensing that Galderma's attitude had shifted, Ms. Rios said that Truinject was willing to discuss what Galderma and Truinject could develop together moving forward and asked Galderma to provide Truinject with a term sheet to further the relationship.

182. Truinject shared numerous trade secrets with Galderma, S.A. and Galderma Labs during the 14 November 2014 call and subsequent calls. These trade secrets included the capabilities of the Truinject Platform, Truinject's business and marketing plans, how data analytics would be used (clinical trials, refine injection protocols and techniques), and other possible approaches to the Truinject Platform.

183. On 26 November 2014, Jonas Tornsten (Device and Research & Development Innovation Manager for Galderma, S.A. in Sweden) asked Ms. Rios about Truinject's sensor. In addition, McCrea pushed for even more information about Kate's development and demanded to test the sensor. The parties also discussed the syringe, how it worked, and how it was integrated with the head, sensors and the computer. Truinject provided Galderma Labs, Galderma, S.A., and Nestle Skin Health, Inc. with detailed information on how Kate was developed and integrated.

184. On 3 December 2014, McCrea called Ms. Rios to let her know that Galderma would be late making the first $25,000 payment. Ms. Rios told McCrea that the payment needed to be on time. Galderma wired the $25,000 payment to Truinject on 5 December 2014.

9. GALDERMA LABS, GALDERMA, S.A., NESTLE SKIN HEALTH, INC., AND THEIR EMPLOYEES GET ACCESS TO TRUINJECT'S CONFIDENTIAL INFORMATION AND TRADE SECRETS.

185. Continuing with its crusade to extract information from Truinject, Galderma (and its affiliates) scheduled an in-person meeting for 16 December 2014 at Galderma Labs' headquarters.

186. Before the meeting, Galderma (and its affiliates) sent Truinject a proposed agenda including the following:

- "Hardware (durability, precision, repeatability…)
- Software (algorithm billed-up, software validation…)
- Manufacturing (Choice of partner, methodology, capacity…)
- Product development plans (next step, NLF filling technique, adaptation to Nestlé Skin Health fillers, validation strategies, timelines…)
- QA Status on development + manufacturing (QA systems, audits system, QC, release…)
- Plus, the practical testimony of the device."

187. In addition, Galderma (and its affiliates) also sent the names and titles of potential Galderma attendees for the 16 December 2014 meeting which included the following:

- Todd Zavodnick: VP GM, Aesthetic and Corrective Business, US at Galderma Labs;
- Per Lango: Sr. Director A&C, Galderma Labs;
- Alisa Lask: Sr. Director Injectables Marketing, Galderma Labs;
- Benoit Chardon: Global Manager A&C, Galderma, S.A. in Sweden;
- Rick Lawrence: Sr. Director Innovative Marketing, Galderma Labs;
- Henrik Karlsson: Device Engineer, Process Development, Galderma, S.A. in Sweden;
- Jonas Tornsten: Manager Packaging & Device Development, Galderma, S.A. in Sweden;
- Didier Leclercq: Sr. Director A&C Product Development and CEO of Nestlé Skin Health, Inc.;
- Brant Schofield: VP of New Business, Galderma, S.A. and President of Owen Laboratories;
- Scott McCrea: Director Business Development, Galderma Labs;
- Darren Lenczycki: Manager Business Development, Galderma Labs;
- Anette Sjodin: Global Manager Business Development, Galderma, S.A. in Sweden;
- Elizabeth Bentley: Manager Training, Galderma Labs; and
- Various Field Sales Managers.

188. In response, Truinject's Lyle Martin told Galderma (and its affiliates) that Truinject would be prepared to discuss all relevant topics. Truinject stated that it would be focusing its responses on the Truinject Platform's current and future capabilities.

189. In addition to Mr. Martin's response, Truinject's intellectual property counsel, Steve Jensen ("Jensen") of Knobbe Martens, also responded to Galderma's proposed agenda.

Jensen observed and warned Galderma, "I noticed that Galderma also lists individuals from device development, product development and a device engineer. I am surprised Galderma would have any interest in exposing these individuals to Truinject's proprietary technology, and I cannot understand why Galderma would involve development personnel in these business discussions." Galderma never responded.

190. In response to Mr. Martin's email, McCrea wrote, "Galderma is not prepared at this time to present plans about the use of the TruInject system. We are still in the internal evaluation phase and we hope the meeting tomorrow will help us take a huge step forward."

191. Before the 16 December 2014 meeting, Ms. Rios met with a Galderma Labs' vice president in a private, one-on-one meeting. During the meeting, Ms. Rios requested that Galderma Labs, Galderma, S.A. and Nestlé Skin Health, S.A. be transparent with their intentions on a deal with Truinject and using the Truinject Platform. Ms. Rios again stressed that Truinject was providing Galderma Labs, Galderma, S.A. and Nestlé Skin Health, Inc. with information, but Galderma Labs and Galderma S.A. were not reciprocating while preventing Truinject from pursuing a deal with other interested parties. The vice president responded that at the end of the 16 December 2014 meeting, Galderma Labs' Lango would let Truinject know Galderma's (and its affiliates') intentions.

192. Based on this expression of continued interest, Truinject went forward with the larger, full presentation and demonstration of the Truinject Platform to Galderma Labs, Galderma, S.A. and Nestlé Skin Health, Inc. After Truinject's demonstration and disclosure of confidential information, Galderma Labs' Lango told Truinject that it was interested in acquiring the exclusive global rights to Kate and the Truinject technology for a term of one hundred years. In exchange for exclusivity, Lango said that Nestlé Skin Health would be willing to make a $50 million upfront

payment together with lifetime royalties. Lango also said that Nestlé Skin Health would hire Ms. Rios as a consultant during a transition period and discussed Ms. Rios's willingness to relocate to Texas. Lango told Ms. Rios that partnering with "Uncle Nestlé" would "catapult her" and Truinject into the global market.[9]

193. McCrea and Schofield told Ms. Rios that her children and her children's children would be taken care of for life.

194. Truinject then had a round table discussion with Galderma Labs', Galderma, S.A.'s and Nestlé Skin Health, Inc.'s device engineers, and discussed additional information regarding Truinject's business model and the development, capabilities and other technical aspects of the Truinject Platform including next generation versions. McCrea asked Truinject if they would be willing to leave them with a prototype of Kate. Truinject refused to do so, stating that it first needed a deal in place.

10. NEGOTIATIONS BETWEEN NESTLÉ SKIN HEALTH, S.A., NESTLÉ SKIN HEALTH, INC. GALDERMA LABS, L.P. AND TRUINJECT BECOME TENSE WHEN TRUINJECT ATTEMPTS TO PROTECT ITS CONFIDENTIAL INFORMATION.

195. After the 16 December 2014 meeting, Ms. Rios received an email from a Galderma Labs' vice president that expressed his appreciation for Ms. Rios and Truinject, stating "You truly are an exceptional person with great passion and vision." The vice president continued by saying "I hope you see/feel I do what I say, we will go through the process as explained today, and we will expect the same reciprocation from you on items needed."

[9] During the conversation, Lango did not identify which "Nestlé Skin Health" he was referring to.

196. After receiving the vice president's email, Truinject believed that a term sheet and/or agreement were forthcoming from Galderma, S.A., the entity that had signed the exclusive negotiation agreement.

197. On 17 December 2014, McCrea sent Truinject an email attaching summaries of Kate 1.0, 2.0, and 3.0 capabilities based on the discussions during the 16 December 2014 meeting. In other words, McCrea provided a written summary of Truinject's confidential information that was shared during the meeting. But neither Galderma Labs nor Galderma, S.A. nor Nestlé Skin Health, Inc., nor Nestlé Skin Health, S.A. provided a term sheet for the proposed 100-year deal.

198. On 18 December 2014, Ms. Rios sent McCrea a PowerPoint presentation with additional information about Truinject and its plans.

199. On or about 21 December 2014, McCrea called Ms. Rios to discuss adding Truinject to an upcoming meeting scheduled for 10 January 2015 in Dallas, Texas. The 10 January 2015 meeting was a pre-scheduled meeting with Galderma's Key Opinion Leader ("KOLs") Advisory Board. McCrea told Ms. Rios that this would be the final due diligence meeting between Galderma and Truinject.[10]

200. McCrea said that Galderma would want Truinject to conduct a demonstration before the KOLs.

201. In a 22 December 2014 email, McCrea outlined some of the specifics for the 10 January 2015 meeting including:

- A minimum of seven (7) attendees from Galderma's KOL list and Defendants' ability to choose who attended the demonstration;

[10] McCrea did not specify which Galderma entity he was referring to, and this is supported by his emails that say "Galderma" will agree and not "Galderma, S.A." or "Galderma Labs."

- Truinject would be required to demonstrate the Truinject Platform to each physician individually and then each physician would be asked to fill out a survey to capture feedback on the Truinject Platform;

- Galderma would be willing to share a blank survey form with Truinject prior to the meeting but would not allow Truinject to make any revisions;

- Galderma would provide a verbal summary to Truinject of the survey responses;

- Galderma would be willing to reimburse the reasonable travel cost for two Truinject employees to be present at the demonstration; and

- Truinject would be required to demonstrate the Truinject Platform to Rogers prior to meeting with the KOLs.[11]

202. Truinject believed Galderma, S.A.'s and Galderma Labs' demands went beyond the due diligence and collaborative effort that McCrea had promised would happen.

203. In response, Truinject proposed the following terms:

- Truinject was willing to allow seven (7) physicians during the demonstration, however, Truinject wanted the opportunity to choose three (3) of the physicians;

- Truinject would require that each physician sign a non-disclosure agreement individually with Truinject; and

- Truinject requested access to the survey, the ability to provide suggestions for the survey, and the right to review the raw data from the survey.

204. Galderma, S.A. and Galderma Labs refused to accommodate Truinject's request that would require the physicians to sign individual non-disclosure agreements and the request to give Truinject access to the raw data from the surveys.

205. On 5 January 2015 at 11:09 a.m., after rejecting Truinject's requests, McCrea downloaded Truinject's documents from a Dropbox file. The documents were available to

[11] McCrea's email did not identify which Galderma entity he was referring to and used the term "Galderma."

McCrea two weeks prior but had not been downloaded until the email denying Truinject's requests was sent.

206. Surprised at McCrea's response regarding the 10 January 2015 meeting, Truinject involved its legal counsel in an attempt to save the deal. During a call between legal counsel for "Galderma Legal" and Truinject, Galderma stated that it would no longer allow Truinject to review the questions on the survey and would not be giving Truinject a verbal summary of the survey responses. Galderma stated that regardless of what McCrea had previously represented (via oral and written communication), no one had authorization to promise Truinject access to the questions or the results, whether in the form of raw data or a verbal summary.

207. Ms. Rios followed up with a call to McCrea and stated she had honored all of Galderma's requests and that McCrea was changing the agreed-upon terms just five days before the final meeting was scheduled to take place. She asked McCrea "would you let Allergan do a survey on your launch product Restylane Silk with your customers and not show you the questions they asked or the answers they gave?" McCrea replied, "of course not." Ms. Rios then asked, "Why are you asking us to do the same?" Ms. Rios continued and stated that "the only reason you are asking us to do this is because we are a start-up. It's not a reasonable request and it puts my company at risk." Ms. Rios told McCrea that the 10 January 2015 meeting could not go forward unless Galderma Labs would negotiate in good faith and provide a term sheet.[12]

208. Following that conversation, Ms. Rios emailed Galderma Labs' vice president on 7 January 2015 to find out what was happening with the meeting and Galderma's position.[13]

---

[12] Again, this is a situation where Galderma, S.A. and Galderma Labs were acting as one entity.

[13] Ms. Rios used the term Galderma in her email because Galderma acted as one entity, having people from Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. meet with Truinject under the name Galderma or Nestlé Skin Health.

Within the email, Ms. Rios stated that Truinject was willing and ready to present on 10 January 2015. The vice president never responded to Ms. Rios's email. However, Ms. Rios kept her travel plans open for the trip to Fort Worth, Texas to honor the company's agreement.

209. On 10 January 2015, the day of the final meeting, Nishan Patel ("Patel"), counsel for Galderma Labs, emailed counsel for Truinject 30 minutes prior to the start of the scheduled meeting. The email falsely claimed that Truinject canceled the 10 January 2015 demonstration. The email stated that Truinject's unwillingness to permit the 10 January 2015 demonstration to go forward "frustrates the underlying purpose of the Exclusive Negotiation Agreement." The email continued with the following: "I am sure you can understand, Galderma cannot provide a term sheet when it has little-to-no information as to whether Truinject's technology will have any utility to doctors -- the ultimate end-users of the technology."

210. Patel's assertions in the 10 January 2015 letter were not only false but an attempt by Galderma Labs, Galderma, S.A. and Nestlé Skin Health, Inc. to manufacture a breach of the Exclusive Negotiation Agreement.

211. In furtherance of Galderma S.A.'s, Galderma Labs' and Nestlé Skin Health, Inc.'s attempt to manufacture a breach of the Exclusive Negotiation Agreement, Nestlé Skin Health, Inc. Galderma, S.A. and Galderma Labs started a misinformation campaign directed at Truinject and Ms. Rios.

212. For example, Lask told Galderma, S.A.'s and Galderma Labs' employees and physicians that Truinject never showed up to the final meeting, that Truinject stood up Galderma and that Ms. Rios was difficult to work with and should not and could not be trusted.

213. As demonstrated by its later actions, the Defendants' intention in provoking a [putative] termination of the Exclusive Negotiation Agreement was to begin competing against Truinject.

214. In response to Patel's email, counsel for Truinject stated that they were surprised by the email. The email noted that Galderma had waited to send the Patel email until it was too late for Truinject to be involved in the 10 January 2015 meeting. Counsel for Truinject also asserted that Truinject had provided Galderma with a significant amount of both written and oral information regarding the Truinject Platform and had met with at least 20 people from all levels of Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. Finally, counsel for Truinject reiterated that Truinject was open and willing to continue discussions with Nestlé Skin Health and that it still expected to receive the final installment of $25,000 under the Exclusive Negotiation Agreement. Truinject's counsel warned Galderma that failing to make the final $25,000 installment payment would be a breach of the Exclusive Negotiation Agreement. Galderma never responded.[14]

215. Following Galderma's cancellation of the 10 January 2015 meeting, deal discussions between the parties broke down. Although Galderma had the opportunity and ability to conclude an agreement with Truinject regarding the rights to Kate, an agreement giving Galderma exclusive rights to Kate, or even a potential purchase of Truinject, Galderma chose instead to work on the development of its own injectable simulation system. In breach of the

[14] The email used the term "Galderma" because that is the term Nishan Patel used when emailing Truinject's counsel.

Exclusive Negotiation Agreement, on 27 January 2015, Patel informed Truinject's counsel that Galderma would not be making the final $25,000 payment. [15]

216. Interestingly, in a March 9, 2016 email to Truinject, Peter Nicholson, Vice President of Business Development at Nestle Skin Health, S.A., offered to make this final $25,000 payment in exchange for commercial exclusivity with Truinject. He wrote then to Ms. Rios and others that he "could foresee paying it [*i.e.*, the final $25,000 due and owing under the Exclusive Negotiation Agreement] if we are able to complete this work but would want to have some exclusivity while we work together to support our assessment." Galderma, S.A., signed the Exclusive Negotiation Agreement, so it is Galderma, S.A., and not Nestle Skin Health, S.A., that is obligated under Exclusive Negotiation Agreement to pay Truinject the $25,000 installments. Nestlé Skin Health, S.A.'s offer to pay Galderma, S.A.'s debts reinforced Ms. Rios's belief that Nestlé Skin Health, S.A. was acting as an affiliate of Galderma, S.A.

217. On 29 January 2015, Lask expressed her contempt for Truinject's position as a mere start-up in the industry. Lask stated to Mr. Martin, "Who the f**k do you think you are? What if we were not going to show you the survey, so what if we change things, you pissed off everyone in upper management by asking for a term sheet. If you beg us then maybe we will consider you. You guys won't make it without us. But you need us, you need a major manufacturer to get this in the hands of doctors. But because you didn't do what we said and you are being petty and not trusting us, you lost out. Unfortunate for Truinject. Really unfortunate." Ms. Rios tried to contact McCrea and Lango via email and phone but received no response.

[15] Galderma was the name used by Nishan Patel and Scott McCrea and is being used in that sense in this paragraph.

218. Despite Galderma, S.A.'s material breach of the Exclusive Negotiation Agreement, Truinject told Per Lango on 19 January 2015 that that Truinject would honor its agreement. Truinject honored the agreement through its expiration date of 5 February 2015.

219. Upon the expiration of the Exclusive Negotiation Agreement, Truinject continued with developing its technology and the Truinject Platform. However, the nine-month exclusivity period harmed Truinject's relationships with other major companies and Galderma Labs' and Galderma, S.A.'s insistence that Truinject cancel meetings with these competitors forced Truinject to start from scratch.

220. Meanwhile, and upon information and belief, around 2015, Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs started creating a similar technology to Truinject's Platform. Upon information and belief, these attempts eventually resulted in Holly. The history of the parties' relationship demonstrates that Holly is based on Truinject's confidential information, trade secrets, patents and published patent applications shared with Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. under the confidential disclosure agreements.

11. NESTLÉ SKIN HEALTH, INC., NESTLÉ SKIN HEALTH, S.A., GALDERMA, S.A. AND GALDERMA LABS, AFTER BEGINNING TO DEVELOP A COMPETING TECHNOLOGY, SHUN NEGOTIATIONS WITH TRUINJECT.

221. Between February 2015 and February 2016, Truinject and the Defendants had very limited interactions except for emails from Galderma Labs' Lango to Ms. Rios inquiring as to developments in Truinject's technology and lauding Ms. Rios' innovation and business acumen. And on 5 December 2015, Stacy Wright of Galderma Labs filled out an online information request on Truinject's website.

222. While the discussions between Galderma, S.A., Galderma Labs, and Nestlé Skin Health, Inc., slowed, they and Nestlé Skin Health, S.A. were actively developing their own devices

and preparing to compete with Truinject. But they needed partners to help in driving Truinject and its technology out of the market.

223. During this period, Truinject communicated with Allergan and Merz in an effort to rekindle their interest in Truinject's technology after Truinject's period of CDA-based exclusivity with Galderma Labs, and its affiliates expired. But nothing came of those efforts.

224. As explained further below, Allergan and Merz stopped being interested in a deal with Truinject as a direct result of Galderma Labs, Galderma, S.A., Nestle Skin Health, S.A. and Nestle Skin Health Inc.'s 2015-16 disinformation campaign against Truinject.

F. THROUGH A SERIES OF ACTS BEGINNING IN JANUARY 2015 THROUGH MARCH 2017, GALDERMA LABS, GALDERMA, S.A., NESTLE SKIN HEALTH, INC., AND NESTLE SKIN HEALTH, S.A., TRY TO DRIVE MS. RIOS AND TRUINJECT OUT OF THE MARKET FOR FACIAL INJECTION TRAINING TECHNOLOGY AND STIFLE HER ABILITY TO GET A DEAL WITH ALLERGAN, MERZ, REVANCE OR ANOTHER NESTLÉ SKIN HEALTH COMPETITOR.

1. GALDERMA LABORATORIES, L.P., ADMITS ITS MARKET DOMINANCE AGAIN AND SAYS TRUINJECT "WON'T MAKE IT WITHOUT US."

225. In January of 2015, Beth Bentley at Galderma Labs. shared with Ms. Rios of Truinject an email from on or about January 2015 that Alisa Lask wrote to Bentley that detailed the supposed deficiencies with Truinject and its technology. Around the same time, Lask berated Ms. Rios and Truinject on a phone call between Ms. Lask and Mr. Martin saying yet again to Mr. Martin that Ms. Rios and Truinject "won't make it without us" – *i.e.*, Galderma Labs, Nestle Skin Health, Inc. and Nestle Skin Health, S.A. – as a business partner. This is a predatory and intentional act to drive Truinject out of the market.

2. GALDERMA LABS TELLS LYNN SALO, A TRUINJECT CONSULTANT, THAT MS. RIOS AND TRUINJECT ARE DIFFICULT TO WORK WITH IN AN ATTEMPT TO EXCLUDE TRUINJECT FROM THE MARKET.

226. Around the same time, one of Truinject's consultants working to bring Kate to a wider market, Lynn Salo, relayed to Ms. Rios that the market was being told by Galderma Labs,

Galderma, S.A. and/or Nestle Skin Health, S.A., employees that Ms. Rios and Truinject were difficult to work with and that Ms. Rios was unprofessional, which had a chilling effect on Truinject's attempt to deal with Nestlé Skin Health, S.A., Nestlé Skin Health, Inc.'s, Galderma Labs' and Galderma, S.A.'s competitors. This is a predatory and intentional act to drive Truinject out of the market.

227. Ms. Rios and Truinject then spent much of the remainder of 2015 and early 2016 trying to revive discussions with "Galderma" and to find out why negotiations ended while keeping a toe in the water with other prospective business partners like Merz and Allergan. Because of what was being said about Truinject, her reception at Merz and Allergan, who were previously enthusiastic about doing a deal, was chilled.

3. AT THE 2016 LAS VEGAS COSMETIC SURGERY PROGRAM, GALDERMA LABS' EMPLOYEES TELL MS. RIOS THAT MS. RIOS AND TRUINJECT ARE UNPROFESSIONAL "NO-SHOWS."

228. In early to mid-June 2016, Ms. Rios attended the annual Las Vegas Cosmetic Surgery Program, which has over 2,000 attendees. She met with Roger Vernon and Mary Kennedy, who were both sales employees at Galderma Labs. Vernon told Ms. Rios that Vernon and Kennedy attended the 10 January 2015 Truinject meeting that was cancelled by Galderma Labs. They told Ms. Rios that Alisa Lask of Galderma Labs told assembled Galderma staffers, doctors, which included advisory board members of Allergan, Merz and Revance, that Truinject cancelled the meeting and was a "no-show" and unprofessional. Lask also complained that Rios and Truinject cost Galderma thousands of dollars to fly these doctors out for the meeting. This helped Ms. Rios understand why she was having a hard time getting meetings with Allergan, Merz and Revance because Lask told the market that Ms. Rios was: (1) a "no-show;" (2) unprofessional

and difficult to work with; (3) and Truinject's technology did not work. This is a predatory and intentional act to drive Truinject out of the market.[16]

4. KELLY HUANG, THE VICE PRESIDENT OF GALDERMA LABS, L.P., TELLS ALLERGAN AND MERZ ADVISORY BOARD MEMBERS AT A DINNER IN LA JOLLA THAT TRUINJECT'S TECHNOLOGY IS "NOT READY," THAT MS. RIOS IS DIFFICULT TO WORK WITH AND THAT GALDERMA HAS "DECIDED TO PASS" ON A BUSINESS DEAL WITH TRUINJECT.

229. In July of 2016, a group of prominent skin doctors and other industry stakeholders had dinner with Kelly Huang in La Jolla, CA. At that dinner, Huang – who, again, was the vice president of Galderma Labs at the time – told those assembled that Truinject's technology is "not ready," that Ms. Rios is difficult to work with and that Ms. Rios doesn't know how to run her company.

230. ***Guests at the La Jolla dinner included Sabrina Fabi, Kimberly Butterwick and Douglas Wu, who are all prominent physicians in San Diego and worked with Allergan and Merz – i.e., two major industry players that Galderma Laboratories, L.P. knew were discussing business deals with Ms. Rios and Truinject***. This is a predatory and intentional act to Truinject out of the market.

5. HANH PHAM OF NESTLÉ SKIN HEALTH, INC AT A DINNER IN NEW YORK SAYS "WE KNOW TRUINJECT , AND THEIR TECHNOLOGY IS NOT READY."

231. Likewise, the Nestle SHIELD program held a dinner in New York City in August 2016 where Nestle employees bad-mouthed Truinject in front of its prospective business partners. Nestle's SHIELD program stakeholders at the dinner included Chad Truby of Galderma Labs, and Hanh Pham, who works with Nestlé Skin Health, Inc. Ms. Pham, who does presentations of Holly

[16] As understood by Truinject, Lask used the term Galderma when disparaging Truinject and Ms. Rios.

worldwide with Dr. John Rogers, was a co-presenter at the dinner that had 20-30 people in attendance including doctors that advised Galderma, Allergan and Merz, such as Steve Dayan, who works with Merz, Galderma, Allergan and Truinject. Just like in La Jolla, Ms. Pham, a developer of Holly, said, "We know Truinject, and their technology is not ready" – in other words, not ready to take to market. As in La Jolla, the dinner guests included an array of doctors and businesspeople with connections to Merz and Allergan. This is a predatory and intentional act to drive Truinject out of the market.

6. ERICK BRENNER OF GALDERMA LABS TELLS DOCTORS IN AUGUST 2016 THAT SHIELD IS USING "THE PEOPLE AT MATRIX" TO BUILD SOMETHING "FAR BETTER THAN WHAT TRUINJECT HAS"

232. In August 2016, Erick Brenner, Market Director, Customer Engagement – Aesthetic & Corrective Division of Galderma Labs and head of Galderma Labs' GAIN (Galderma Aesthetic Injector Network) training network, when asked about Truinject, told a group of Galderma Labs' employees and doctors that also advised Allergan and Merz that "We are building something out at Shield using the people at Matrix. It's far better than what Truinject has." This is a predatory and intentional act to drive Truinject out of the market.

7. DUSTIN SJUTS AT GALDERMA LABORATORIES, L.P. TELLS COLLEAGUES TRUINJECT'S PATENTS "WILL NOT STAND UP."

233. In or about December 10, 2016, Dustin Sjuts at Galderma Labs, tells a colleague when asked what he thinks of Truinject's technology that Truinject's patents will not "stand up" and that Truinject's technology was otherwise not ready to launch into the market.

8. DIDIER LECLERCQ, THE CEO OF NESTLE SKIN HEALTH., INC., SAYS, "ARE YOU F***CKING KIDDING ME??!! WE'VE BEEN DATING KATE FOR FIVE YEARS!" AND THAT TRUINJECT WAS "STUPID" IN FRONT OF ALLERGAN AND MERZ ADVISORY BOARD MEMBERS.

234. And in March of 2017 at an internal meeting of Galderma Labs, and Nestle Skin Health, S.A., employees to vet potential new joint venture investments through Nestle's SHIELD

program, Carrie Liakos of Galderma Labs makes a presentation where she recommends that Galderma partner with and/or invest in Truinject. In attendance, were sales people from Nestlé Skin Health, Inc., Galderma Labs, Warren Winkelman, and key opinion leaders, such as doctors that are also on advisory boards with Allergan, Merz and Revance. Didier Leclercq, who was and is Managing Director SHIELD Network and Chief Executive Officer at Nestlé Skin Health, Inc., upon hearing this presentation states to Chad Truby (Head of Training), "Are you f***ing kidding me?!" He then explains to those assembled at the SHIELD presentation that Nestle Skin Health, S.A., and Galderma Labs already knew about Truinject's technology and had passed on it – adding that "We've been dating Kate for five years." LeClercq also said that Truinject was "stupid." At this time, LeClercq was actively overseeing the development of Holly based on the information he learned from Truinject. This is a predatory and intentional act to drive Truinject out of the market.

235. Upon information and belief, Warren Winkelman, a medical director of Nestlé Skin Health, Inc., was in attendance. He was sitting on the edge of his seat during the presentation and appeared deflated when he saw the Truinject logo. Rather than say that Winkelman and Nestlé Skin Health, Inc. and Galderma Labs were developing a similar technology, Winkelman just sat there.

236. It is no wonder, then, that Truinject struggled to get traction with other business partners such as Merz and Allergan in 2015 and 2016.

9. DUSTIN SJUTS, A GALDERMA ALUMNUS, DIRECTLY INTERFERES WITH TRUINJECT'S PITCH TO REVANCE

237. In May 2018, Ms. Rios made a Truinject presentation to Revance, which is a new neurotoxin injectables company. (See https://www.revance.com/company/ (last viewed April 1, 2020).) Dustin Sjuts – at that moment a newly-minted alumnus of Galderma Labs. – was in the audience for Revance. As Ms. Rios went through her presentation, Sjuts browbeat her at every

turn, asking questions indicating that he had seen Truinject's confidential information while he was at Galderma Labs, saying that her technology did not work, her patents were weak, and that she was difficult to work with. This is a predatory and intentional act to drive Truinject out of the market.

10. AFTER RECEIVING TRUINJECT'S INFORMATION, NESTLÉ SKIN HEALTH, INC., NESTLÉ SKIN HEALTH, S.A., GALDERMA LABS, AND GALDERMA, S.A. USE THE INFORMATION TO DEVELOP A COMPETING DEVICE, HIRE CHAMBERLAIN TO BUILD THE DEVICE, AND TAKE CREDIT FOR INVENTING THE TECHNOLOGY.

238. On 9 November 2015, the New York Times published an article about medical training technologies, and highlighted a company called the Chamberlain Group, which developed surgical training devices. The New York Times article says the training "mannequin was made by the founders of The Chamberlain Group in Great Barrington, Mass., who worked on special effects in movies like 'The Matrix.'" (https://www.nytimes.com/2015/11/10/health/heart-surgery-simulation-medical-training.html).

239. Based on an interview that Warren Winkelman gave to David Sena, a plastic surgeon and co-founder of GestaoDS and paid speaker for Galderma Brazil, entitled "High fidelity simulation to master dermal filler outcomes" and published on 11 September 2008, Winkelman read the New York Times article entitled Artificial Patients, Real Learning. Winkelman is described as "HOLLY's creator, chief 'ideator' and responsible for the development of Project HOLLY. Dr. Winkelman graciously shared . . . how everything happened, from the initial idea to the final model."

240. Winkelman is a "Senior Medical Director and Head of Medical Innovation for SHIELD, a global skin health innovation ecosystem centered in New York City."

241. The article describes "SHIELD is an acronym for Skin Health Investigation, Education, Longevity Development, launched in December 2014, as a global network of

innovative cross discipline experts and visionaries dedicated to the future of skin health. Nestlé Skin Health established SHIELD with the mission to deliver bold disruptive ideas to achieve, optimize and maintain skin health in the digital to develop new approaches in skin health, nutrition, and wellness using digital and other technologies. They have a huge team of collaborators with different backgrounds like physicians, nurses, clinicians, caregivers, scientists, entrepreneurs, tech leaders, academic partners and advocacy groups . . . ."

242. Winkelman explained that

> [U]p until 2014, Restylane, a dermal filler produced by Galderma globally, wasn't marketed and sold in the USA by Galderma. At that time Galderma's US affiliate acquire Restylane, Dysport, and Sculptra, Dr. Winkelman was the company's medical director, responsible for drug and device safety monitoring, medical education and clinical research.
>
> Once the aesthetic portfolio became part of his responsibility, Dr. Winkelman learned that there were no standards for anatomy education in the industry. Anatomy knowledge is crucial for optimizing patient outcomes in aesthetic procedures, but without adequate standards in anatomy education and training, it would be impossible to fully understand and adequately analyze the adverse events occurring in the real world and figure out ways to prevent or minimize their occurrence.
>
> It became clear to Dr. Winkelman that non-standardized anatomy education was a problem in need of a solution

243. In Winkelman's own words:

> Nobody was teaching anatomy in the same manner. There was enormous variability. Different lecturers talked about anatomy differently. There was no apparent pedagogical standard. As a pharmaceutical company medical Director, you worry about variability. Every time you see too much variability, there's a greater risk for adverse events.

244. Winkelman read the New York Times article and said:

> This article in the NY Times spoke of a group of former movie people who built simulators for life-saving trauma surgical training. There were two things that the interviewee said that blew my mind

> (in the video attached to the NY Times article). Number one, she spoke of "the feeling of the needle traveling through tissue that was very subtle." Well, that was my "spark" of inspiration. And then the other thing she said was that the only time a trauma surgeon actually practiced on a bullet wound is when they have a bullet wound patient in front of them. And I recalled that the only ways we injectors learn anatomy is on live patients, on cadavers, or from books or online atlases. I mean, there has to be something in between! So, I thought about creating a simulator that would allow us to feel the anatomy – adults learn by experience and touch, and convinced my boss to give me some resources to see if maybe this could work.

245. The interview notes:

> With an idea, goodwill, a great team, and support from Nestle Skin Health, everything was aligned to start the project. With the promise to make a realistic training model that could allow the user to feel the same consistency of real skin, handle a needle, and have real and in time feedback, Project HOLLY started in November 2015, the same month the NY Times article appeared in print, and by December 2017, they finally had a workable, realistic prototype.

246. Winkelman also says:

> We didn't know if we would be able to do it, so we constructed our project in a very careful cost-effective manner. I mean, we didn't know if would succeed, so we used our limited resources wisely.

247. Winkelman describes his Project HOLLY dream in the interview:

> A human simulator that has the capacity to teach injection-relevant anatomy, with instant feedback and the capacity for playback and review of performance: that was our dream. Surgeons in training in fields like trauma have so many opportunities to learn from simulators about anatomy, technique, and sequela. Aesthetics deserves the same level of excellence in education tech innovation. Patients expect us to be the best at what we do.

248. At the time Winkelman claims that he "didn't know" if a training device could be built, Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. had experienced Truinject's Kate and received a roadmap on how to build and develop an injection training device.

249. The interview also notes that the "Direct development process [of Holly] involved 08 members from across Nestle Skin Health and Galderma based on a lean team configuration,

where each contributor has more than single expertise and thus could deliver different views on the same question."

250. Winkelman reports that "SHIELD adapted the Nestle lean startup process model, using it's resources carefully and cost effectively. . . . Where necessary, SHIELD partnered with hardware and software firms dedicated to medical education and validated the complete prototype with a scholar in facial anatomy."

251. Winkelman also identified several key individuals that worked on Holly including "Hanh Pham, SHIELD's medical innovations manager, Dr. Alessandara Nogueira, Galderma-US's medical aesthetics leader and Nestle Skin Health's global skin health experts was just incredible." Nogueira met with Truinject and received Truinject's information.

252. Winkelman also said, "SHIELD fosters innovation. Early on, we recognized that other fields have integrated digital design thinking, but dermatology and skin health education lagged behind. Medical education is one of our company's biggest investments. We simply seized the opportunity before us."

253. But Galderma Labs, Galderma, S.A. and Nestlé Skin Health, Inc. knew that because of Truinject "dermatology and skin health education" was no longer lagging behind other fields. Instead, the opportunity that Galderma Labs, Nestlé Skin Health, Inc. and Galderma, S.A. seized was stealing Truinject's trade secrets and forcing Truinject out of the market.[17]

254. The interview also said that "digital health tools facilitate data collection, and these data can help physicians understand in real time their own education needs, which can then be

[17] Other entities may have been involved in developing Holly or LucyLive.

addressed faster and more efficiently using those same digital tools for educational delivery – a virtual, data-driven circle for learning."

255. Truinject had disclosed to Nestlé Skin Health, Inc., Galderma Labs and Galderma, S.A. that Kate would collect data from injections and use that data to improve physician training.

11. TRUINJECT'S MS. RIOS TELLS PER LANGO OF GALDERMA LABS THAT KATE COULD MEASURE IN THREE-DIMENSIONS.

256. In late 2015, Truinject was developing "Project Firefly," which was a code name for achieving accurate and repeated three-dimensional tracking of needles for all locations. Truinject achieved this goal in December 2015. Truinject shared this accomplishment with doctors, other providers, and companies like Allergan and Merz under a CDA.

257. On 2 February 2016, Ms. Rios, who had been continuing an email dialogue with Per Lango of Galderma Labs, told Lango about achieving three dimensions. Lango was excited by Truinject's progress.

12. WHILE DEVELOPING HOLLY, GALDERMA, S.A., GALDERMA LABS AND NESTLÉ SKIN HEALTH, S.A. APPROACH TRUINJECT FOR FURTHER NEGOTIATIONS.

258. In early 2016, Galderma, S.A.'s CEO Stuart Raetzman contacted Truinject expressing a renewed interest in Truinject's technology. Raetzman requested a summary of Truinject and Nestlé Skin Health's prior discussions. Raetzman said he heard about Truinject's three-dimensional location system and wanted to see it. Raetzman also said that he was interested in learning about the financial impact and value drivers of Truinject.

259. Steve Carlson, Truinject's former President, responded to Raetzman with a summary and reminded Raetzman that Galderma owed Truinject a $25,000 payment as required by the Exclusive Negotiation Agreement.

260. Raetzman assured Carlson that the $25,000 would be taken care of. And on 18 February 2016, Raetzman sent an email to schedule a meeting to take place in Washington, D.C. on 4 March 2016 from 8:00 AM to 9:30 AM. Raetzman invited:

- Gabrielle Rios, Founder and CEO Truinject
- Steve Carlson, President Truinject
- Kim Kovacs, Finance Truinject
- Stuart Raetzman, CEO Galderma Pharma SA
- Peter Nicholson, Vice President Business Development & Strategy

261. To facilitate further negotiations between the parties, Ms. Rios told Carlson that she wanted Nestlé Skin Health, S.A., Galderma Labs and Galderma, S.A. to sign a new CDA. Ms. Rios took the 23 October 2014 CDA the parties had previously negotiated, updated the date and signed the agreement. She sent the agreement to Carlson who sent it to Peter Nicholson and Stuart Raetzman. Ms. Rios and Mr. Carlson knew, based on a 11 March 2015 press releases that Peter Nicholson was appointed Vice President, Business Development & Strategy of Nestlé Skin Health, S.A. Ms. Rios and Carlson knew that Raetzman identified Peter Nicholson as the Vice President, Business Development & Strategy of Nestlé Skin Health, S.A.

13. TRUINJECT BELIEVES NESTLE SKIN HEALTH, S.A., GALDERMA, S.A. AND GALDERMA LABS ARE BOUND BY A "DULY EXECUTED" CDA, WHICH NESTLE SKIN HEALTH, S.A.'S NICHOLSON SENT TO TRUINJECT.

262. On 24 February 2016, Peter Nicholson, vice president of Nestlé Skin Health, S.A., sent Carlson and copied Stuart Raetzman the CDA signed by Quintin Cassady and told Carlson the CDA was "duly executed." Nicholson's signature block was consistent with the Nestlé Skin Health press release and Raetzman's identification of Nicholson as working at Nestlé Skin Health, S.A.

Peter R. Nicholson
Vice President, Business Development & Strategy

Direct +41 (0)21 642 79 26
Mobile +41 (0)79 586 57 07

Nestlé Skin Health S.A.
Avenue Gratta-Paille 2
1018 Lausanne, Switzerland
www.nestleskinhealth.com

263. Galderma Labs (and its affiliates) and Truinject executed another CDA so that Galderma Labs, Galderma, S.A. and Nestlé Skin Health, S.A. (the entities that Raetzman identified would be attending the meeting) could receive and review Truinject's confidential and proprietary information (attached as Exhibit 14). Under the terms of the CDA, Galderma Labs and its Affiliates (called Galderma under the CDA) were to receive Truinject's confidential information to investigate a possible business relationship. Galderma Labs and its affiliates further agreed "to hold in confidence and not publish or disclose [Truinject's] Confidential Information to any third party" and to use Truinject's confidential information "solely in connection with the Business Relationship and for no other use or purpose whatsoever."

264. Confidential Information was defined as:

> [I]nformation in the possession or under the control of a party relating to its business affairs, business plans, or actual or potential products and services including, but not limited to, product information, inventions, ideas, formulas, devices, methods, techniques, processes, underlying concepts, technical information and technical data, notes, analyses, compilations of information, customer information and customer contacts, budgets and proposals, and financial information, in oral, written, electronic, or other form.

265. Galderma Labs and its affiliates agreed to abide by the confidentiality and use obligations for five years from the expiration (two years from the effective date) of the agreement, or until February 2023.

266. Paragraph 5 required a party to notify the other when it was no longer interested in pursuing a Business Relationship:

> 5.0 Return of Confidential Information. If either party decides to cease or to not further pursue the Business Relationship, or if either party requests the return of its Confidential Information at any time, such Confidential Information will promptly be returned or destroyed as instructed by the disclosing party, together with any copies thereof (except that one (1) copy may be retained by the recipient for archival purposes), and this Agreement will be terminated, except for the obligations of confidentiality stated in herein.

267. The CDA did not grant Galderma (and its affiliates) "any license or other rights to the Confidential Information" of Truinject.

268. With the CDA in place and Galderma Labs', Galderma, S.A.'s and Nestlé Skin Health, S.A.'s renewed interest, Truinject had several meetings with Galderma Laboratories, L.P., Galderma, S.A. and Nestlé Skin Health, S.A. On 19 February 2016, Raetzman invited several high-level Galderma Labs, Galderma, S.A. and Nestlé Skin Health, S.A. executives to a 5 March 2016 meeting to discuss a potential deal with Truinject. The meeting would include a presentation by Truinject, an overview and demonstration of Kate, and a discussion of the value drivers and benefits of Truinject's potential partnership with Nestlé Skin Health, future technologies, business and marketing plans, and other confidential information

269. Invited to the meeting were Ms. Rios, Carlson (Truinject), Raetzman (CEO of Galderma, S.A.), Pierre Streit ("Streit") (CFO of Nestlé Skin Health, S.A.), Peter Nicholson (Vice President of Nestlé Skin Health, S.A.) and McCrea (Director of Business Development – North America for Galderma Labs).

14. NESTLÉ SKIN HEALTH, S.A., GALDERMA, S.A., AND GALDERMA LABS RECEIVE TRUINJECT'S TRADE SECRETS DURING A 5 MARCH 2016 MEETING IN WASHINGTON, D.C. AND LEARN OF THE VALUE DRIVERS BEHIND TRUINJECT AND SAY ROGERS' EVALUATION IS FINAL STEP.

270. On 5 March 2016, Truinject (Ms. Rios and Steve Carlson) met with Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs in Washington, D.C. In attendance for the latter entities were Raetzman, McCrea, and Streit. During the two-hour meeting, which was recorded, Raetzman discussed Nestlé Skin Health, S.A.'s, Galderma Labs, Galderma, S.A.'s interest in licensing Truinject's technology, a potential global deal, and a desire for the timeline to move quickly. He stated that the entities were "very interested in using the technology that you so cleverly developed to help us convert accounts and help us in different ways" and "we are willing to pay you for that." This discussion included augmented and virtual reality technology and other technologies.

271. Raetzman stated that Rogers' (then Head of Medical Affairs for Galderma, S.A.) review of the technology would be the final step in Nestlé Skin Health's due diligence. Raetzman also stated that the entities did not have the core competency to recreate what Truinject had done and would not even know where to begin. Raetzman stated that Nestlé Skin Health would prefer to work with a company like Truinject who lives, eats, and breathes the technology. Raetzman also said that the entities would be open to a profit share with Truinject.

272. Raetzman also said that he did not want to certify or credential medical providers. Raetzman explained that patients have been blinded and suffered other adverse effects by providers. Instead of certifying providers on technique, which could expose Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs to liability, Raetzman said that entities award providers different levels (like presidential associate or presidential champion) based on sales. Providers would use the awards to market the procedures to consumers. This award caused consumers to

believe the provider was trained to perform the injections. Raetzman said, "If something happens, I don't wanna be ya know, yes we credentialed this person. I put a plaque up their office that says they're qualified to do this and then somebody got blinded or some other thing."

273. McCrea raised the issue of a letter of intent, "Maybe it's, maybe there is a letter of intent to say ok here is what we are thinking based on due diligence and a document that outlines the path."

274. In addition to Raetzman's comments, Streit seemed very excited about the financial impacts of Truinject's technology for Nestlé Skin Health, S.A. Streit stated that he was "fascinated by her technology," Raetzman agreed and then Streit asked Ms. Rios "Let me ask you the question, in a brutal different manner and I mean brutal. Question, if tomorrow you are hit by a car, what happens to the company?" Ms. Rios replied, "If I get hit by a car?" Meanwhile, on information and belief and unbeknownst to Ms. Rios, Nestlé Skin Health, Inc. (with Galderma Labs', Galderma, S.A.'s and Nestlé Skin Health, S.A.'s knowledge, approval, and support) was already in development on their infringing Holly simulation system at the same time its CFO and CEO were inquiring about Ms. Rios's post-mortem plans for Truinject and its technology.

275. During the 5 March 2016 meeting, Carlson (Truinject) again informed Raetzman that Truinject was still owed $25,000 pursuant to the Exclusive Negotiation Agreement and that it should be paid as a show of Nestlé Skin Health, S.A.'s, Galderma, S.A.'s and Galderma Labs' good faith. Raetzman agreed that the $25,000 would be paid.

276. During the 5 March 2016 meeting, Truinject disclosed trade secrets to Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs including information related to Truinject's business and marketing plans, how the technology in the Truinject Platform and Kate was

developed, technical advances achieved since the two companies last spoke, and future plans for the Truinject Platform and its product pipeline.

277. Finally, Raetzman told Ms. Rios "Congratulations on where you are at with this, I can't imagine the mind of a sales person dealing with all of these issues and coming up with this idea, so I really congratulate you on this, it's really great work that you've done." Ms. Rios responded that "it was an entrepreneur's dream" to have so many companies excited about what Truinject was developing.

15. GALDERMA, S.A., GALDERMA LABS AND OTHERS MET WITH TRUINJECT TO GAIN MORE OF TRUINJECT'S TRADE SECRETS UNDER THE GUISE OF PREPARING FOR JOHN ROGERS' FINAL EVALUATION.

278. After the 5 March 2016 Washington, D.C. meeting, Peter Nicholson ("Nicholson"), Vice President of Global Business and Development for Nestlé Skin Health, S.A. and co-creator of Nestlé SHIELD, emailed Truinject with a summary of the meeting. Although Nicholson was not in attendance, he stated that "we" would need to reengage their technical team for an updated review of the Truinject Platform. Nicholson also stated that "we" would need to know Truinject's business model on a deeper level and from there, "we" hoped to quickly get a term sheet to Truinject. Nicholson expressed that the Truinject Platform could enhance the value "we" provide to our customers on a global level and that "we" wanted to use Kate in Nestlé Skin Health's SHIELD Center in New York City. Nicholson also pushed for exclusivity between the entities and Truinject.[18]

[18] Nicholson's email used the term "we."

279. In an effort to reengage Nestlé Skin Health, S.A.'s, Galderma, S.A.'s and Galderma Labs' technical team, Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs requested that Truinject meet with the team during a conference in Monaco.

280. Instead, however, a call was scheduled for 18 April 2016. Participating on the call was Rogers, Sjodin, Henrick Karlsson (a Galderma S.A. device engineer), Jonas Tornsten (Packaging and Device Development), and Rick Lawrence (marketing). During this call, Galderma Labs and Galderma, S.A. asked for Truinject's anatomy providers, references, and sources. Truinject provided this confidential information under the protection of a confidentiality agreement. Galderma Labs and Galderma, S.A. advised Truinject that their due diligence would need to include a firsthand interactive demonstration of Kate and that Rogers would need to attend and inject on Kate. Sjodin asked for a summary of Truinject's research and development regarding Kate's anatomy, one of Truinject's trade secrets. Based on these representations, Truinject worked to schedule a face-to-face demonstration of Kate with Rogers.

281. That same day, Ms. Rios sent Galderma, S.A. and Galderma Labs the anatomy data and research that Sjodin requested. This email included the updates and accomplishments Truinject had achieved:

- Better measurements for rate of injection and volume injected;
- Data harvesting on techniques; and
- Anatomy module testing.

282. Concurrently, Galderma Labs' Lango, at this time the head of M&A for Galderma Labs, reached out to Ms. Rios on at least ten different occasions from 2015 through 2017 using his personal email account. Lango's emails constantly asked Ms. Rios about her progress and the progress of the Truinject Platform. As a part of his communications, Lango stated that "Gabrielle and technology seemed to be a match made in heaven . . . I love how you keep in the forefront of

technology evolution." Lango also asked Ms. Rios' opinion on future biologic products, such as Evolus, that Nestlé Skin Health, S.A.was considering acquiring. When Ms. Rios asked why Lango wanted to know her opinion, Lango replied "Because I believe you are a smart and business savvy person and I respekt [sic] and appreciate your opinion . . . I share your view[.]"

283. On 19 May 2016, Sjodin emailed Lynn Salo (Truinject's consultant) saying, "[W]e would like to have the opportunity for John Rogers to see Kate "live". This would be an important part to better evaluate the possibility for this opportunity." Sjodin invited Truinject to Europe to facilitate a demonstration for Rogers, and closed, "I cross my fingers you will find a time not too far away."

284. On 7 June 2016, Rogers emailed Lynn Salo to find out about the feedback Truinject received at the AAD meeting and Vegas meeting Truinject attended. He also told Salo that any meeting between him and Truinject would "most likely be in Sept" and asked, "Any plans in your calendar for mid Sept to early Oct?"

285. In November 2016, Rogers emails Truinject, "I would like for us to have a quick call to give you a chance to update me on progress you're making with respect to the Truinject technology." He also said, "We remain interested in your company's progress."

286. On 9 December 2016, Rogers emailed Truinject and requested an update on the progress made with the technology and a summary of feedback from advisors in the United States, including physicians who were part of a data gathering on injection protocols in Las Vegas. Rogers asked specifically about items he knew to be Truinject's trade secret information, including questions about the Las Vegas meeting, what data had been gathered, who was present and why, and the specific feedback received on the device.

287. Subsequent to that conversation, on 14 December 2016, Rogers held a conference call asking for an update on Truinject. During the call, Truinject, Galderma Labs, and Galderma, S.A. discussed Kate being used by Nestlé Skin Health, S.A. and its subsidiaries for point of sale transactions. That is, Nestlé Skin Health, S.A. and its subsidiaries could have doctors purchase neurotoxins and cosmetic fillers right after training on Kate. Ms. Rios sent Rogers an email summarizing the call. Rogers responded that he would "share the highlights of our phone call" with "the Galderma team" and promised to follow up with Truinject shortly.

288. On 18 December 2016, Ms. Rios received a forwarded email with an exchange between Raetzman and Steven Dayan. Raetzman (now the CEO of Nestlé Skin Health, S.A.) said that Dayan's "endorsement [of Truinject] certainly carries a lot of weight." Raetzman further said, "John Rogers leads Medical Affairs for our Aesthetic and Corrective business. He sets the direction for all of our training initiatives. I am relying on his assessment of this technology and if it can help us. He is currently planning to visit with Gabrielle and the Truinject team in Q1." However, neither Ms. Rios nor Truinject heard from Rogers or Raetzman until 10 January 2017, approximately eleven months after Galderma, S.A., Galderma Labs and Nestlé Skin Health, S.A. reinitiated conversations with Truinject.

16. GALDERMA LABS, L.P., SENT CHAD TISCKOS AND TIPHANY LOPEZ TO LEARN MORE ABOUT TRUINJECT.

289. As Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs executives were reengaging Truinject about a potential deal, Galderma Labs sent two drug sales representatives, Chad Tisckos ("Tisckos") and Tiphany Lopez ("Lopez"), to learn more about Truinject. Nestlé Skin Health had created a program called SHIELD that provided a forum for top sales representatives and other employees to pitch businesses that Nestlé should invest in, acquire or

partner with. Tisckos and Lopez contacted Truinject, claiming they were interested in presenting Truinject to Nestlé Skin Health's SHIELD.

290. Nestlé Skin Health's SHIELD is an acronym for Skin Health Investigation, Education, and Longevity Development. Nestlé Skin Health says that the initiative is a response to the expected rise in skin health needs.

291. On or around the first two weeks of May 2016, Lopez called Ms. Rios about Truinject, expressed excitement about the technologies that Ms. Rios and Truinject had developed, and received confidential information about Kate under the protection of a CDA. Lopez called Ms. Rios after learning about Truinject from Marco Valle, a training manager at Galderma Labs. After the call, Lopez told other sales representatives about Truinject during a dinner at around the same time.

292. In December 2016, Tisckos also called Ms. Rios in connection with a supposed pitch of Truinject to Nestlé Skin Health's SHIELD. Tisckos asked Truinject to provide him and Lopez with detailed information about Kate and Truinject's technologies so they could pitch Truinject to SHIELD.

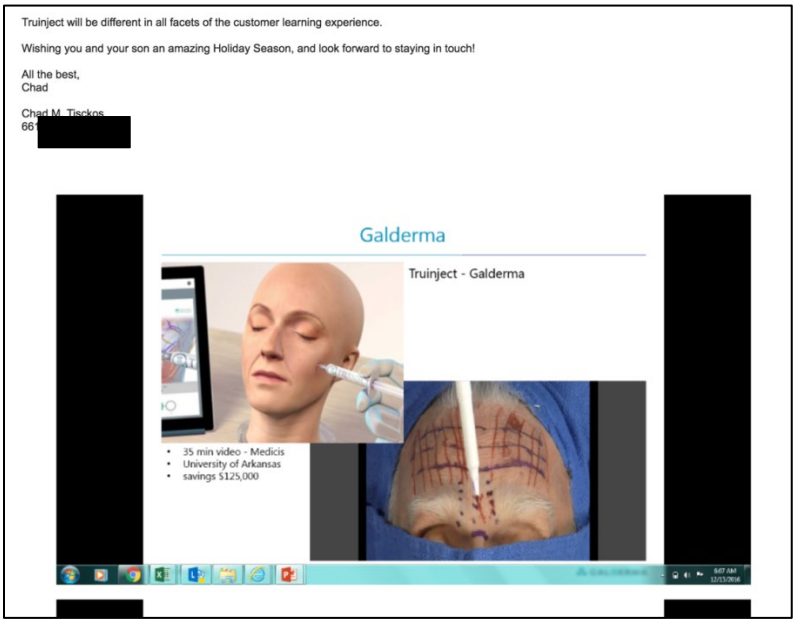
293. On 8 December 2016, Tisckos came to Truinject's headquarters in California and signed a Confidential Disclosure Agreement with Truinject that required Tisckos (and his affiliates, employer or consultants) to use Truinject's confidential information "only for the Purpose of the Agreement" and to "hold the disclosure of Confidential Information in confidence." Given California's role here, California law applies to the Tisckos CDA.

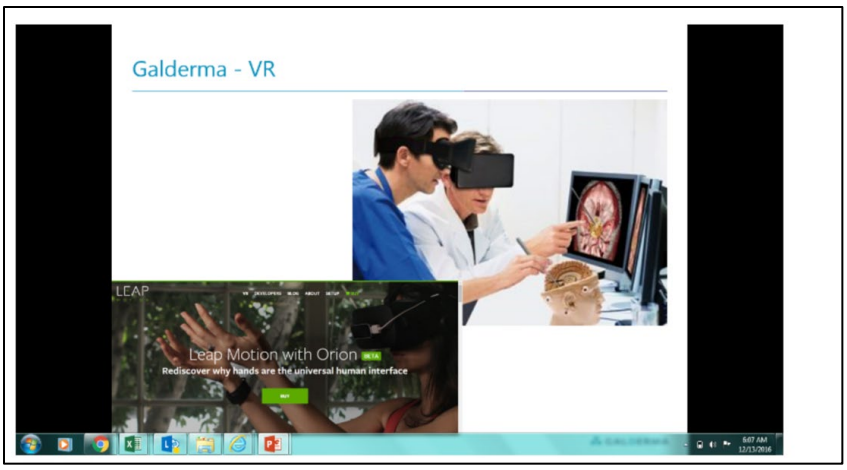
294. On 13 December 2016, Tisckos emailed Ms. Rios to thank her for meeting with him. Tisckos said, "I am not sure how my current employer will move on this, but this will be big

and broad." He further said that "Truinject will be different in all facets of the customer learning experience."

295. Truinject and Ms. Rios also told Tisckos about its augmented and virtual reality platforms.

296. Tisckos sent Ms. Rios two slides that he was going to use when presenting on Truinject.





17. ROGERS IS EXPOSED TO AND COMES IN CONTACT WITH CONFIDENTIAL INFORMATION AFTER SIGNING A NON-DISCLOSURE AGREEMENT WITH TRUINJECT INDIVIDUALLY AND ON BEHALF OF "GALDERMA."

297. On 7 February 2017, Rogers – the final due diligence step – visited the Truinject facilities with the understanding that the discussions would involve Truinject's proprietary and trade secret information.

298. Upon his arrival, Ms. Rios told Rogers that he would be required to sign a non-disclosure agreement and specifically that Truinject required all visitors to sign a non-disclosure agreement due to possible exposure to confidential information, technology currently being developed, and Truinject's trade secrets. Given Rogers' position as the Head of Galderma, S.A.'s Medical Affairs Department and the importance of his assessment and opinion on the potential relationship between Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs, and Truinject, Ms. Rios stressed the importance and necessity of Rogers' signing a non-disclosure agreement before participating in the demonstration of Kate.

299. Initially, Rogers stated that he could not sign the confidential disclosure agreement on behalf of Galderma without a review by Galderma's legal team. Ms. Rios told Rogers that without the confidential disclosure agreement, he would not be allowed to enter the offices or to participate in the hands-on demonstration of Kate.

300. Rogers responded that he would have to call Galderma's legal team to decide whether he could sign the non-disclosure agreement on behalf of Galderma. Ms. Rios told Rogers that he would have sufficient time to call Galderma's legal team and if he decided not to continue, the meeting could be rescheduled.

301. Ms. Rios left Rogers in the lobby and returned to her office to allow Rogers to speak with his legal team and decide whether to sign the non-disclosure agreement on behalf of Galderma.

302. After speaking with his legal team, Rogers signed the CDA (attached as Exhibit 15). The CDA contained the following provisions that were binding on Galderma and Rogers:

> 6. Invention Rights. All intellectual property and rights worldwide that relate to injection training or testing devises and association peripheries, resulting from Vendor's exposure to, evaluation of and contact with Truinject's Confidential Information disclosed, including but not limited to patents, trade secrets, and copyrights ("IP") shall be the exclusive property of Truinject, regardless of the source of improvements or intellectual property. Vendor and its employees, agents, and independent contractors hereby assign and agree to execute documents confirming the assignment to Truinject of the IP.

303. The CDA defines Confidential Information as:

> (i) the existence of this Agreement, (ii) the existence or terms of any discussion between the Parties, (iii) any non-public information of any Party and/or any of its affiliate or subsidiary company including, without limitation, know-how, trade secrets, inventions, whether patentable or not, software, schematics, algorithms, theory, methods and approaches to software and/or medical device design, development and manufacturing, and any unpublished information concerning existing or contemplated products, services, processes, markets, techniques or data owned by, and confidential and proprietary to, a Party, including, but not limited to, customer information (including leads and target accounts), financial information, procurement requirements, business product and/or component forecasts, sales and merchandising information, marketing plans and information, and any technical specifications, drawings or models as well as any such information that is disclosed orally or visually with regard thereto (such as through a facility tour or in the course of any other meeting).

304. Truinject used a computer system (called "Envoy") that allowed a person to review and sign a document, here a CDA, on a tablet screen. Once the CDA was signed, Truinject received a notification email. Through this system, Ms. Rios received a notification email informing her that Rogers had signed the CDA on behalf of Galderma. Envoy emailed the signed agreement to Rogers (at his Galderma email) and Ms. Rios. Ms. Rios never filled in Galderma or John Rogers on the agreement; Rogers filled in the company name and his information. Ms. Rios

retrieved Rogers from the lobby and allowed him to enter Truinject's office where he participated in a full demonstration of Kate and was exposed to Truinject's confidential information and trade secrets.

305. As part of the full demonstration, Rogers experienced Kate for approximately an hour and a half, saw Truinject's augmented reality and tablet application, and injected a filler syringe in Kate's face. Rogers was only allowed access to Truinject's confidential and trade secret information because he signed the CDA on behalf of Galderma (and its affiliates).

306. While Rogers was in Truinject's office, Truinject's NEST camera system captured several photos of Rogers injecting Kate and testing the Truinject Platform. For example, Rogers was seen cradling Kate's face while injecting Kate with his right hand.

307. As another example, Rogers can be seen actually holding the patented Truinject syringe in his right hand, after injecting Kate, and looking at the results of his injection on the screen in front of him.

308. The NEST camera also captured interactions between Rogers and Truinject's Chief Technology Officer. During the time that Rogers spent injecting Kate, Rogers gave feedback on Kate, and asked questions about Truinject's plans and the future of the technology. Truinject's Chief Technology Officer and Ms. Rios answered all of Roger's questions, giving technical and medical details about Kate.

309. Ms. Rios emailed Lango, who had been emailing Ms. Rios through his personal account, immediately after Rogers left Truinject's offices, reporting on Roger's visit. Ms. Rios never heard from Lango after 7 February 2017.

310. Ms. Rios also emailed an advisor to report on Rogers' visit, detailing the information and trade secrets Rogers was exposed to.

311. On 26 February 2017, Ms. Rios emailed Anette Sjodin saying, "Let's circle back once John meets with the team and then discuss next steps. Truinject never heard from Sjodin again.

312. After a long period of silence, on 25 May 2017, Ms. Rios emailed Raetzman to congratulate him on his promotion to CEO of Nestlé Skin Health, S.A (removing the label of interim). Raetzman replied that he and Ms. Rios should connect at a future meeting, but Ms. Rios never heard from him again.

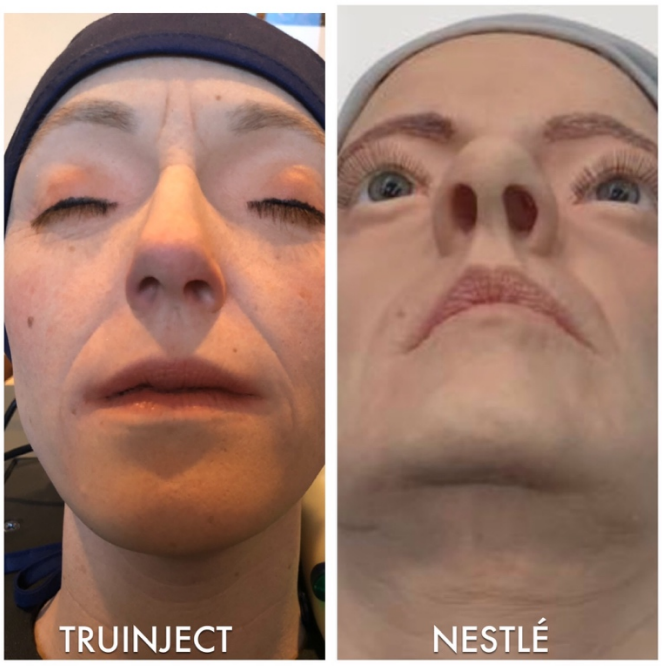
313. On 3 March 2017, Carrie Liakos ("Liakos"), another top sales representative with the Defendants, contacted Ms. Rios about presenting Truinject to Nestlé Skin Health's SHIELD, making her the third sales representative to contact Truinject for this purpose in less than a year.

314. When Ms. Liakos presented Truinject to Nestlé Skin Health SHIELD, Leclercq (the CEO of Nestlé Skin Health, Inc. and someone that had received Truinject's confidential information in 2014) publicly berated Liakos for proposing Truinject. He admitted that he knew about Truinject but claimed that Truinject's Kate, augmented reality platform and tablet application were worthless.

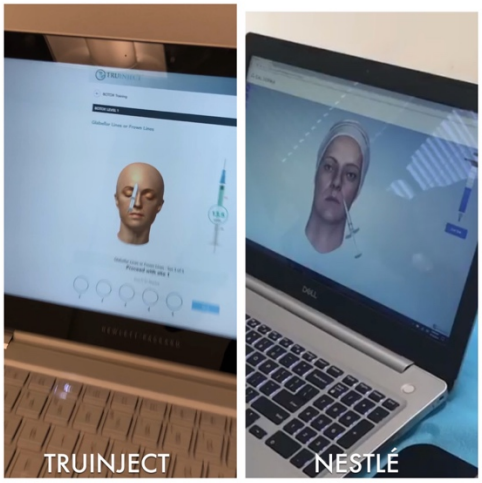
G. TRUINJECT LEARNS THAT NESTLÉ SKIN HEALTH, INC., GALDERMA LABS, AND GALDERMA, S.A. DEVELOPED HOLLY AND GALDERMA LABS DEVELOPED LUCYLIVE AFTER BEING EXPOSED TO AND EXTRACTING TRUINJECT'S CONFIDENTIAL INFORMATION AND TRADE SECRETS IN VIOLATION OF THE EXCLUSIVE NEGOTIATION AGREEMENT AND THE CDAS.

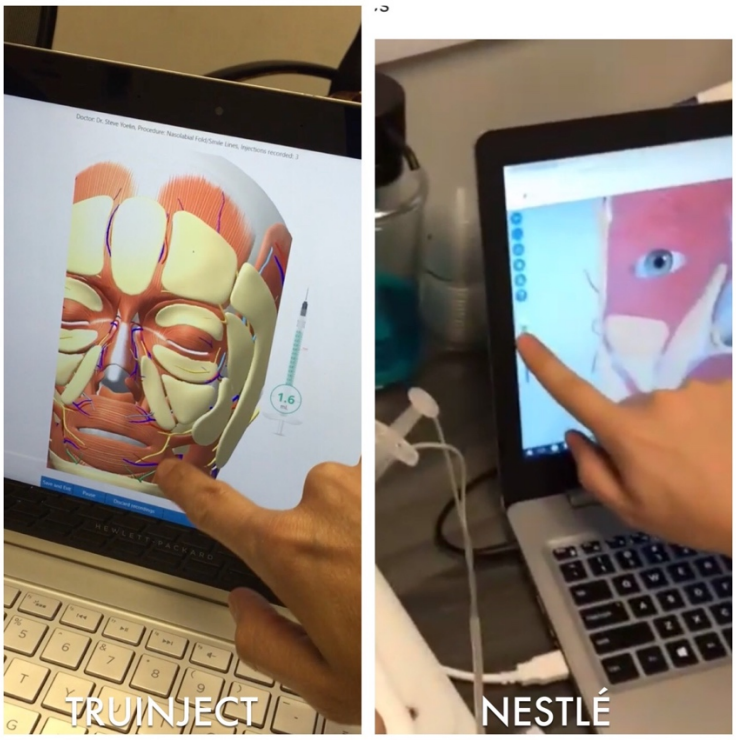
315. On 24 March 2018, an investor, Dr. Ervin Braun, contacted Ms. Rios to alert Ms. Rios that his daughter, a dermatologist, had witnessed a demonstration of what she believed to be Kate. Dr. Braun asked if Nestlé Skin Health, S.A. (or one of its subsidiaries) had acquired Truinject because Nestlé Skin Health had hosted the demonstration. Relying upon the terms of the all the CDAs and NDAs Nestlé Skin Health had signed and the Exclusive Negotiation Agreement, Ms. Rios informed the Dr. Braun that he had no need to worry.

316. After the phone call from Dr. Braun, on or around 28 April 2018, Ms. Rios saw posts on Facebook and Instagram showing a device named Holly that was marketed by "Nestlé Skin Health" and "Galderma." The post stated that Holly was a first of its kind, virtual 3D head revolutionizing how Nestlé Skin Health would train all future injectors and teach them facial anatomy and assessment. Ms. Rios, and physicians familiar with Truinject's technology, instantly recognized Kate's and Holly's identical features. For example, both had moles in similar spots on the right side of the face, similar wrinkles on the neck and face, and had similar surgical caps.



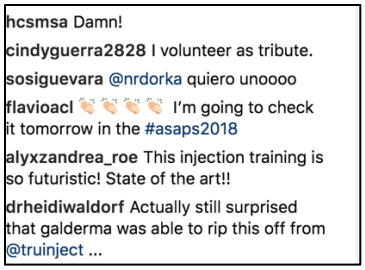
317. Additionally, both systems had a similar display. In the pictures below, the television and computer screens of both Kate and Holly show the anatomy, including layers of the skin, muscles, fat pads, and arteries. In addition, Holly's display allowed a user to peel back layers of tissues, just like Kate's.





318. Holly received praise from the providers in the aesthetic community, with some posts about Holly receiving over 159,000 views.

319. Those in the industry who were familiar with Truinject and Kate were shocked.



320. Holly was marketed as a facial injection anatomy education simulator that provides both a physical model and 3D graphics. Holly shares many similar features to the version of Kate demonstrated to Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Rogers. On information and belief, and based upon the history of the parties' relationship, Nestle Skin Health, Inc., developed Holly only after receiving Truinject's proprietary information and trade secrets.

321. On information and belief, Nestlé Skin Health, Inc. and an eight-person team began working on Holly as early as November 2015 at the direction of CEO Raetzman and Vice President Lask. On information and belief, Rogers and Nogueira provided crucial guidance to the Holly project and had exposure to Kate and the Truinject Platform. Lopez, who is identified as Holly's and LucyLive's creator, received confidential information from Truinject under the protection of a non-disclosure agreement.

322. At the highest level, Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs, Nogueira, and Rogers were exposed to and came in contact with Truinject confidential information and trade secrets from the outset of the relationship between Truinject and their firms and, certainly, from the beginning of the Holly project. Rogers was exposed to Truinject's technology on multiple occasions. Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma, S.A., Galderma Labs, Nogueira and Rogers actively asked for and received confidential information and trade secrets from Truinject. As events unfolded, it became apparent

that Defendants did not ask Truinject for information to complete a deal, but rather to build Holly and stall Truinject's business.

323. During the relationship, culminating in Rogers's 7 February 2017 meeting at Truinject's headquarters, Galderma and Rogers received Truinject's confidential information and trade secrets while misrepresenting their intent to do a deal with Truinject, as demonstrated by their simultaneous work on Holly.

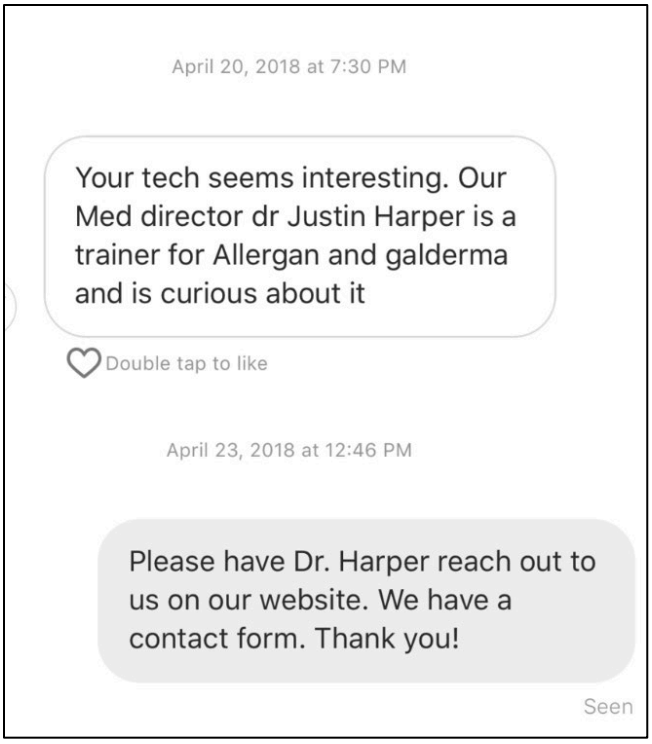
324. Nestlé Skin Health and Galderma have marketed Holly, including to Truinject's customers, as the first of its kind virtual 3D head which will revolutionize how future injectors are trained: "Her name is Holly: the first smart cadaver used for patients' simulation in the world!"[19]

H. NESTLÉ SKIN HEALTH, INC., GALDERMA, S.A., AND GALDERMA LABS START TO DEMONSTRATE HOLLY AND REPRESENT THE TECHNOLOGY BEHIND HOLLY AS THEIR OWN IN VIOLATION OF THE CDAS.

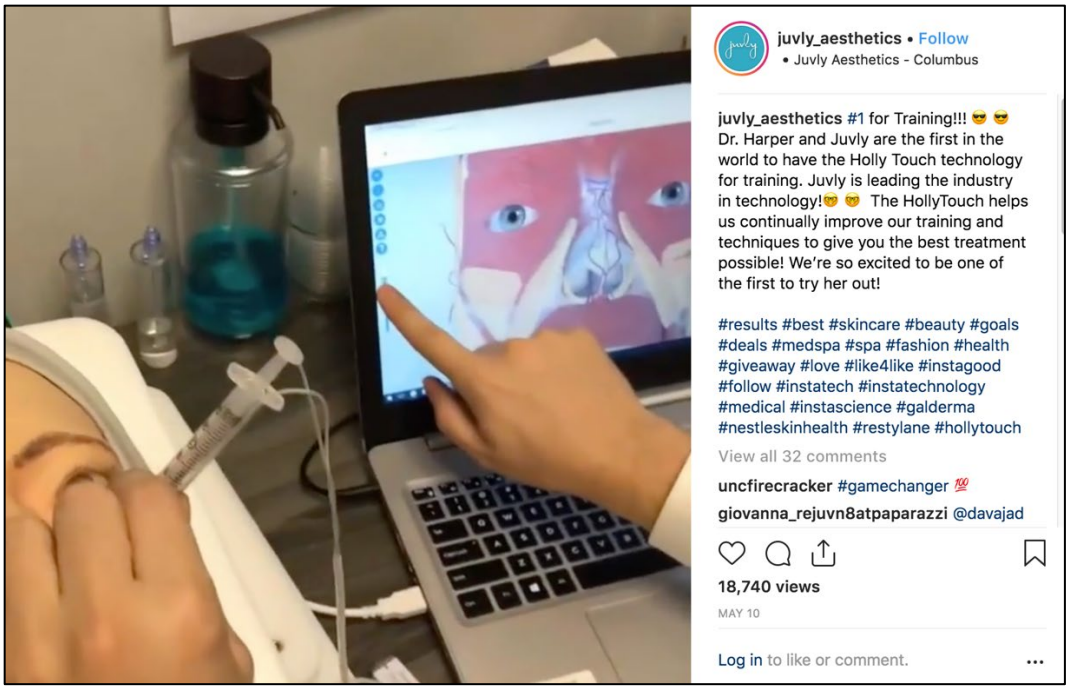
325. Beginning as early as March 2018, Nestle Skin Health, Inc., Galderma, S.A., and Galderma Labs conducted public Holly demonstrations. These demonstrations included a showing at the American Society for Aesthetics Plastic Surgery meeting held in New York City on 28 April 2018. Holly was also demonstrated at Nestlé Skin Health's SHIELD Center in New York City. This included targeting potential customers of Truinject.

326. For example, Juvly Aesthetics, a national aesthetic chain, and Dr. Justin Harper, Juvly's Medical Director, contacted Truinject on 20 April 2018, a few days prior to Holly's launch, to inquire about Kate. Juvly asked if Dr. Justin Harper could meet with Truinject. Truinject directed Dr. Harper to Truinject's online contact form. On information and belief, Defendants directed Dr. Harper to contact Truinject on their behalf.

[19] Truinject is using the names that the Defendants use in their marketing material, presentations and social media posts.



327. A short time later (twenty days), Juvly posted online that it was the first in the world to "have the Holly Touch technology for training."



328. Tiphany Lopez responded "Amazing! @juvly_aesthetics I am so excited you are the very first! She's in good hands."

329. Nestlé Skin Health and Galderma[20] have also demonstrated Holly internationally. On information and belief, Holly has been shown and used in at least Brazil, Mexico, Italy, Slovakia, Canada, Ireland, and Lebanon, as well as the United States. On information and belief, Nestlé Skin Health and Galderma have partnered with Medica, a United Arab Emirates-based aesthetic and medical solutions company, to make Holly available to a global audience using their GAIN programs.

330. After the launch of Nestle Skin Health Inc.'s Holly device, Truinject received inquiries from doctors and investors wondering if Holly was in fact Truinject's Kate.

331. Other doctors told Nestlé Skin Health and Galderma they were stealing technology from Truinject. For example, on 28 April 2018, Heidi Waldorf was attending the American Society for Aesthetic Plastic Surgery when Josh Weiss and Hann Pham introduced Dr. Waldorf to Holly. Dr. Waldorf told Ms. Rios:

> I was at asaps and josh Weiss said he wanted to 'introduce' me to holly. I thought he meant a person. I saw 'her' and said 'hmmmmm I have a problem w this… you know Galderma took this from Truinject.' [Hann] Pham (who I know from Avon) was very defensive saying how different bc teaches anatomy. I said I didn't care what bells and whistles were added but when a woman starting a company with her invention shows it to a big Co on numerous occasions and then that Co comes out w something that looks almost identical for same purpose I make a conclusion. [Hann] got more defensive and I shut her down. . . . [Josh] apologize for [Hann] who he planned to speak with bc she was so rude to me.

[20] During the demonstrations, the presenters were identified as Nestlé Skin Health and Galderma.

332. Even Galderma Labs employees said that Holly and Kate looked alike and the technology was the same. For example, one employee told Ms. Rios that Winkelman described the technology the exact same way, comparing it to a "flight simulator." And that the two devices "look identical to yours." When the employee confronted Lopez about stealing Truinject's invention, Lopez responded that Truinject shows how to inject and technique while Holly was only about anatomy.

I. GALDERMA LABORATORIES, L.P. INTRODUCES LUCYLIVE

333. In addition to Holly, Galderma Labs also introduced "LucyLive" on 28 April 2018. Lopez was one of the first representatives to "present" Truinject to the Nestlé's Skin Health's SHIELD Center and in fact reached out to Ms. Rios to share her enthusiasm about the technologies Ms. Rios was developing in 2016 – at which time according to the CEO of Nestle Skin Health, Inc., the Nestle skin care companies had no real intention of doing a deal with Truinject. Lopez instructed Tisckos to visit Ms. Rios's office in California so they could "present" Truinject to Nestlé's Skin Health's SHIELD Center. Tisckos signed a CDA in December of 2016. In this meeting, Tisckos learned about the virtual reality technologies and the Kate technologies Truinject was developing. LucyLive is similar to the augmented and virtual reality that accompanies Kate. On information and belief, Lopez and Lask have taken credit for being the visionaries behind the technology even though they had received Truinject's confidential information and trade secrets and knew of Truinject's patents.

334. As another indication of its intent to exclude Truinject from the market for facial injection training technology, Nestlé Skin Health, S.A. has informed the United States Patent and Trademark Office that it intends to use the "Holly," "SimHolly" and "HollyTouch" marks in commerce for the following purposes:

- Software in the nature of digital anatomy and digital anatomical models; computer software for use in the storage, management, visualization and analysis of data in the medical and scientific fields; three-dimensional (3D) media, namely, biomedical animation, anatomic models, medical device models, and interactive scientific simulation; software for controlling electronic anatomical models;

- Computer software for use in the storage, management, visualization and analysis of data in the medical and scientific fields; three-dimensional (3D) media, namely, biomedical animation, anatomic models, medical device models, and interactive scientific simulation; medical devices, namely, anatomical models; medical devices, namely, electronic anatomical models; medical devices, namely, kits comprising electronic anatomical models, software for controlling anatomical models and instruction manuals sold together; Anatomical models for scientific, instructional, and educational purposes;

- Educational services in the field of anatomy education, medical education, dermatology education; rental of anatomical models for educational purposes; and

- Medical services; medical information; providing a website featuring information for doctors, dermatologists, nurses, healthcare practitioners, students and patients in the fields of medicine, dermatology and cosmetic surgery.

1. LUCYLIVE'S LAUNCH IS "SUCCESSFUL."

335. On 30 April 2018, LucyLive was launched as evidenced by an Instagram post proclaiming a "successful launch."

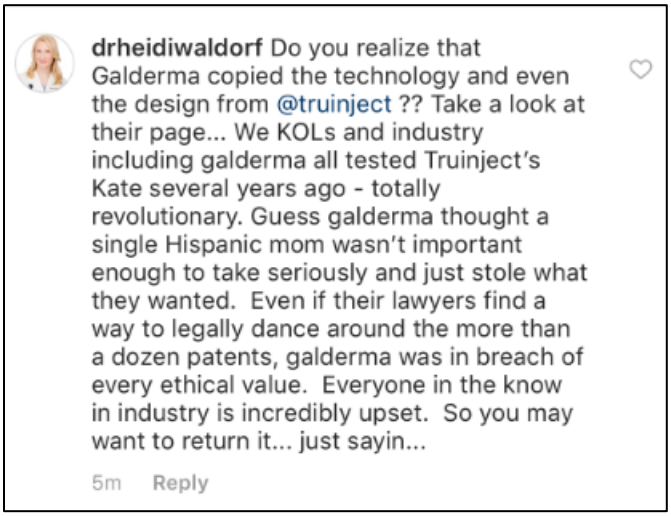
336. LucyLive's and Holly's launch caused great confusion in the marketplace.

337. Ms. Rios received calls and messages from physicians, industry executives, and other providers to congratulate her on the launch of her technology.

338. When these people found out that Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. and their affiliates stole Truinject's technology, they were outraged.

339. Dr. Heidi Waldorf, who was selected as a Master Injector in 2016 to provide input for the inject paradigms of Kate, had seen Truinject's Kate only once in 2016. Dr. Waldorf, who has no connection to or interest in Truinject, told Juvly and other companies praising Nestlé Skin

Health that Nestlé Skin Health was stealing Truinject's technology. Dr. Waldorf's comment was removed a few days after it was posted on Instagram by Dr. Justin Harper.



340. A former Vice President of Galderma Labs called Ms. Rios to make it clear he never would direct his team to do what Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. had done and he wanted her to know that he had nothing to do with it.

341. Ms. Rios also received an email from a physician on Truinject's board who forwarded an email titled "I wanted to share this with you. You have a lot of fans." The email shared several other physicians' outrage and included a response from Vice-President Lask when a physician demanded a response from Nestlé Skin Health for what they had done to Truinject. Lask replied, "Thanks for your email. Galderma respects the valid intellectual property rights of all third parties. While we believe the development of our Holly simulator was completely lawful, we will review this matter to confirm our understanding."

342. On 3 August 2018, Nestlé Skin Health and Galderma held another public event demonstrating its virtual reality and Holly platform, further exposing over one million of Truinject's potential customers to Truinject's technology and intellectual property while claiming

that Nestlé Skin Health and Galderma were the visionary behind Truinject's technologies. Over 200 social media posts praised Nestlé Skin Health and Galderma, with many of these posts receiving hundreds of comments. For example, one poster said, "An amazing weekend with mind blowing technology." Another said that Nestlé Skin Health introduced "mind blowing technological advances and educational tools, and more importantly, I was thrilled to see Nestlé prioritizing ethical climate and culture for the organization." Lopez and Lask were credited as the masterminds of the technologies.

J. NESTLÉ SKIN HEALTH INC.'S HOLLY INFRINGES TRUINJECT'S PATENTS.

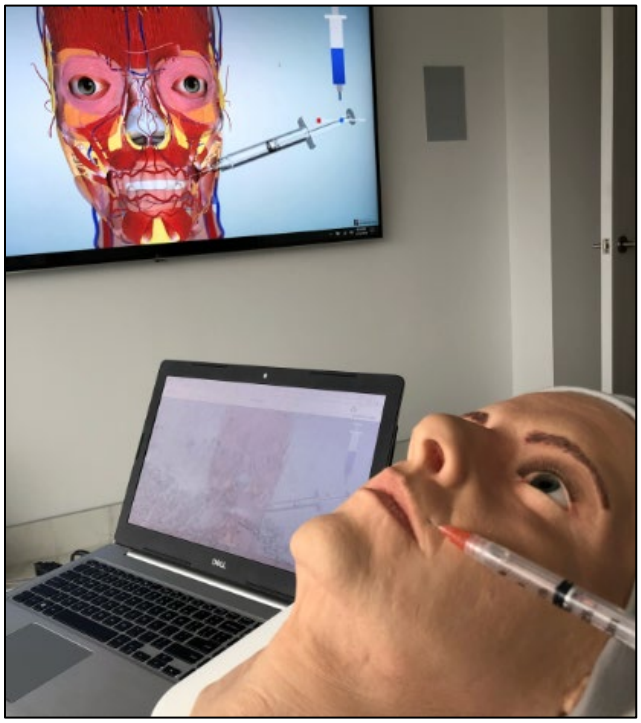
343. Truinject owns U.S. Pat. No. 9,792,836, entitled "Injection Training Apparatus Using 3D Position Sensor" and validly issued on 17 October 2017.

344. As explained above, the '836 patent teaches systems and methods for practicing injection on an apparatus. Frequently, the apparatus will look like a head or a hand. The apparatus has sensors that detect a signal from a training syringe. The signal is then processed to inform the user the location, angle, and other data about the injection.

345. A representative claim is below.

> 1. An anatomically shaped injection training apparatus comprising:
>
> an at least partially hollow base configured to provide structural support;
>
> a clear layer of elastomer coating at least partially covering a base layer;
>
> an opaque layer at least partially covering the clear layer, wherein the base, clear layer, and opaque layer form an anatomical shape; and
>
> a three-dimensional (3D) tracking system positioned inside the base and configured to determine a location of a needle inserted into the clear layer of elastomer.

346. Nestlé Skin Health's Holly infringes the '836 patent.



347. Holly is an anatomically shaped training apparatus used by physicians to practice injections. Here, Holly looks like a head.

348. Holly also has a training syringe. The system uses a three-dimensional tracking system to determine the location of the needle inserted into the training apparatus.

349. On information and belief, Holly has multiple layers, including opaque and clear, and is partially hollow.

350. In sum, Holly infringes at least claim 1 of the '836 patent.

351. Nestlé Skin Health, Inc. was aware of the '836 patent application and its publication as early as November 2014 when Truinject provided the patent application to Nestlé Skin Health, Inc. Nestlé Skin Health, Inc.'s infringement has been willful and deliberate.

352. Truinject owns U.S. Patent Number 10,290,232, entitled "Automated Detection of Performance Characteristics in an Injection Training System" and validly issued on 14 May 2019.

353. As explained above, the ‘232 patent teaches an injection training system that measures the location, angle and force of an injection. The apparatus has sensors that detect a signal from a training syringe. The signal is then processed to inform the user of the location, angle, and other data about the injection.

354. A representative claim reads:

> 1. An injection training system configured for training of a facial injection technique, the system comprising:
>
> a syringe having a syringe body and a plunger, the plunger configured to move relative to the syringe body, the syringe body comprising a proximal end and a distal end, the syringe further comprising a flange portion disposed at or near the proximal end, and a needle coupled to the distal end;
>
> a training apparatus in the form of an anatomical model of a human head configured to receive a facial training injection performed by a user using the syringe, the training apparatus comprising a layer of synthetic or simulated tissue, the needle of the syringe configured to penetrate the layer of tissue;
>
> a location sensing system including a first portion and a second portion, the first portion and the second portion working together to determine a position and orientation of the syringe needle, the first portion coupled to the syringe and configured to move with the syringe, the second portion being stationary relative to the training apparatus, wherein at least one of the first or second portion is at least configured to measure information corresponding to characteristics of a magnetic field; and
>
> a processing unit in electrical communication with the location sensing system,
>
> wherein the location sensing system is configured to determine and transmit to the processing unit information related to the position and orientation of the syringe needle,
>
> the processing unit configured to calculate the position and orientation of the syringe needle relative to the training apparatus, the determined position and orientation including at least a depth and location of the injection associated with the layer of tissue of the training apparatus, and

the processing unit further configured to cause a display device to display feedback on how the user performed in the facial training injection, wherein the feedback comprises a three-dimensional graphical depiction of the training injection based at least in part on the calculated position and orientation of the syringe relative to the training apparatus,

wherein the three-dimensional graphical depiction comprises a digital model of the syringe and the digital model of the training apparatus, the digital model of the training apparatus comprising a plurality of different anatomical layers, the three-dimensional graphical depiction further comprising a simulated delivery of therapeutic agent to the digital model of the training apparatus and a dynamic position of the plunger in real time.

355. Holly infringes the ‘232 patent.

356. As advertised, Holly is an injection training system that is configured for facial injection training.

357. Holly has a syringe with a body and plunger, which is configured to move relative to the body. The syringe has a flange at the proximal end and a needle at the distal end. The plunger is configured to move from the proximal end to the distal end.

358. Holly is a training apparatus that is in the form of a head and is configured to receive a facial training injection with a syringe. Holly has a layer of simulated tissue and the needle penetrates the layer of simulated tissue.

359. The syringe and head have a location sensing system that are configured to determine the position and orientation of the syringe needle. The syringe's location system can move while the head's location system does not. The location sensing system measures magnetic field characteristics.

360. A processing unit found in Holly (including but not limited to the output device) communicates with the location sensing system. The location sensing system collects data and transmits it to the processing unit information about the position and orientation of the syringe needle.

361. Holly's processing unit is configured to calculate the position and orientation of the syringe needle relative to the training apparatus, including at least a depth and location of the injection associated with the layer of tissue of Holly or the training device.

362. Holly's processing unit is further configured to cause a display device feedback on the training injection, including a three-dimensional graphical depiction of the training injection based in part on the calculated position and orientation of the syringe relative to Holly.

363. Holly's three-dimensional graphical depiction comprises a digital model of Holly's syringe and of Holly's head. The digital model includes a plurality of different anatomical layers. Further, Holly's graphical depiction comprises a simulated delivery of a therapeutic agent (here, a neurotoxin or filler) and a dynamic position of the syringe's plunger in real time.

364. In sum, Holly infringes at least claim 1 of the '232 patent. Nestlé Skin Health, Inc.'s infringement has been willful and deliberate.

365. Truinject owns U.S. Patent Number 10,290,231, entitled "Automated Detection of Performance Characteristics in an Injection Training System" and validly issued on 14 May 2019.

366. As explained above, the '231 patent teaches a method to improve injection technique by using a training system with a syringe that measures the location, angle, and other characteristics of the injection and provides a graphical representation of the training injection on a display device.

367. A representative claim reads:

> 1. A method to improve performance of an injection technique using one or more signal processors of an injection training system having an anatomically-shaped apparatus and a syringe, the method comprising:
>
> providing the anatomically-shaped apparatus, the anatomically-shaped apparatus configured to receive a training injection of the injection technique performed by a user;

providing the syringe having a needle, a barrel, and a plunger and configured to deliver the training injection to the anatomically-shaped apparatus, the syringe further comprising at least one syringe sensor on the syringe;

receiving, by the one or more signal processors of the injection training system, sensor-based injection information associated with the training injection of the injection technique, the sensor-based injection information comprising information indicative of the position and use characteristics of the syringe detected by the at least one syringe sensor;

analyzing electronically, using the one or more signal processors, the sensor-based injection information;

evaluating electronically, using the one or more signal processors, the analyzed sensor-based injection information relative to at least one evaluation criterion; and

comparing electronically, using the one or more signal processors, the analyzed sensor-based injection information with at least one performance requirement to determine whether the training injection met the at least one performance requirement;

outputting by the one or more signal processors, for displaying on a display device during and/or after the training injection, a graphical depiction of the training injection, wherein the graphic depiction includes a digital three-dimensional model of the anatomically-shaped apparatus a location of the needle relative to the digital three-dimensional model of the anatomically-shaped apparatus, and a dynamic position of the plunger in real time the digital three-dimensional model of the anatomically-shaped apparatus comprising facial anatomical features, wherein the one or more signal processors are configured to alter a view of the graphical depiction to better visualize the training injection; and

outputting electronically, using the one or more signal processors, based on the analyzed sensor-based injection information, a recommended action to improve injection technique.

368. Holly infringes the ‘231 patent.

369. As advertised, Holly is an injection training system that is used to improve the performance of an injection technique using one or more signal processors on an anatomically shaped device and syringe.

370. Holly is configured to receive a training injection from a user. The user injects Holly with a syringe that has a needle, barrel, a plunger and at least one sensor.

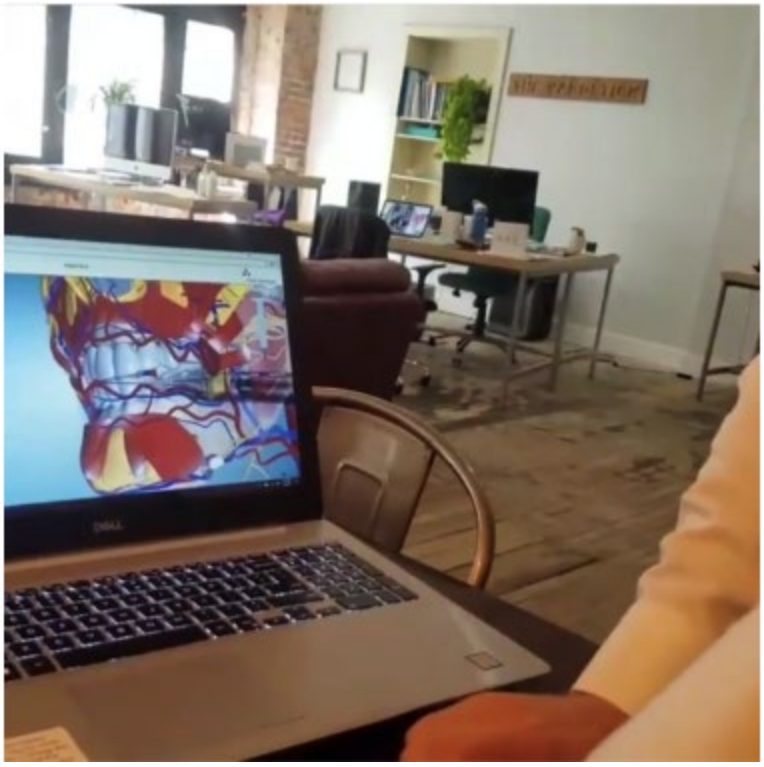
371. Holly's signal processor receives the sensor-based injection information associated with the training injection. The information received is indicative of the position and use characteristics of the training injection on Holly detected by the syringe sensor.

372. The system analyzes electronically the information about the injection on Holly that was gathered by the sensors.

373. The signal processor analyzes the sensor-based injection information and evaluates the information against an evaluation criterion and compares the injection information against the criterion to determine if the injection met the performance requirement.

374. The information is outputted onto a display that is a three-dimensional display of the injection training on the anatomically-shaped apparatus. The syringe position is shown in real time on the model. The signal processors are configured to alter a view of the depiction to visualize the injection training.

375. The output device also provides a recommended action to improve injection technique based on information gathered by the sensors and signal processors.



376. In sum, Holly infringes at least claim 1 of the ‘231 patent. Nestlé Skin Health Inc.’s infringement has been willful and deliberate.

377. Nestlé Skin Health, Inc. has induced or contributed to infringing Truinject’s patents. For example, Nestlé Skin Health, Inc. advertises that Holly can be used to improve injection performance.

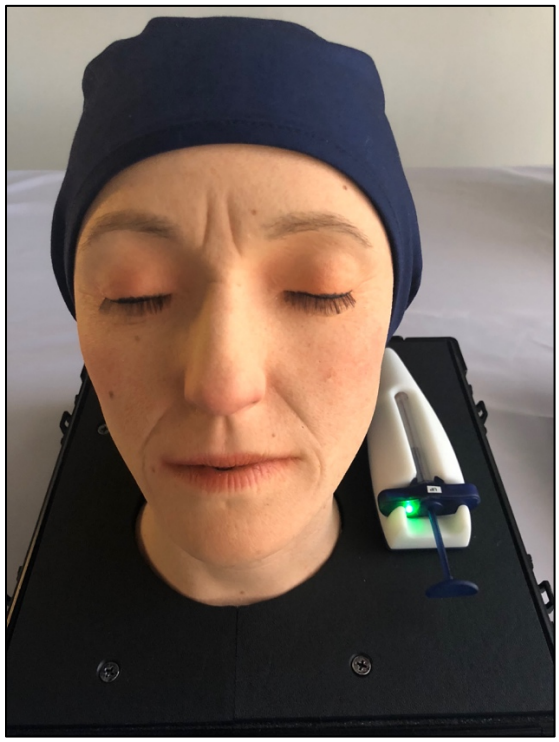
378. Nestlé Skin Health, Inc. has given demonstrations of the technology to numerous doctors, nurses and other providers. Nestlé Skin Health, Inc. retained doctors that it trained personally on Holly. These doctors then present to and train other doctors. On information and belief, Nestlé Skin Health, Inc. trains and certifies doctors to be “trainers” after completing a course, such as the certificate signed by Alisa Lask below.

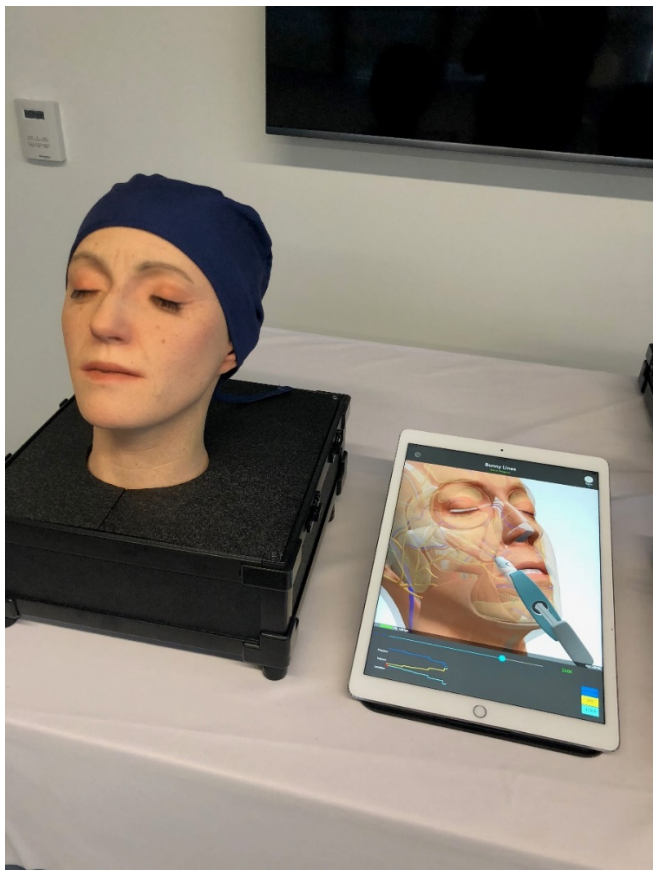
379. Nestlé Skin Health, Inc. provides detailed instructions to doctors on how to use Holly including through live and simulcast demonstrations. Nestlé Skin Health, Inc. also has videos showing how to use Holly.

380. Truinject shared its patents and patent applications with the Defendants when Defendants asked to learn about Truinject's technology. Upon information and belief, Defendants, including Nestlé Skin Health, Inc., had actual knowledge of Truinject's patents and patent applications.

K. NESTLÉ SKIN HEALTH, INC.'S HOLLY INFRINGES TRUINJECT'S TRADE DRESS.

381. Truinject spent years and over several million dollars developing Kate. To help physicians train as precisely as possible, Truinject designed and built Kate to mimic the age, look and structural features of an average cosmetic patient. The physical detail and design of Kate distinguishes it from all other products. In fact, Kate was the only anatomically validated training device at the time Truinject and Galderma Labs, and Nestle Skin Health, S.A., were discussing a potential deal, and Kate's design is distinctive and non-functional.





382. Truinject's trade dress includes the overall appearance of Kate, the coloration of Kate, a scrub hat, the facial features, and other aspects of Kate's appearance. Specifically, Kate's trade dress includes the size and placement of the wrinkles around the eyes, the brow and lips, beauty marks by the mouth, the scrub hat, the colors used to highlight different anatomical features on the visual display, the combination of a Kate, the syringe and display, and the overall shape, coloration and look of the syringe and the head.

383. Truinject's trade dress is non-functional. For example, and without limitation, Truinject's design does not achieve any economies in manufacturing or use. In fact, Truinject's trade dress resulted in an *increase* in manufacturing cost. Truinject's trade dress does not yield a utilitarian advantage over other designs. As one example, having a scrub hat on the training device yields no benefit to using the device. Other designs are available including different coloration for the different tissue layers or different location and size of beauty marks. Truinject's advertising has been on the use of the device and not about the design.

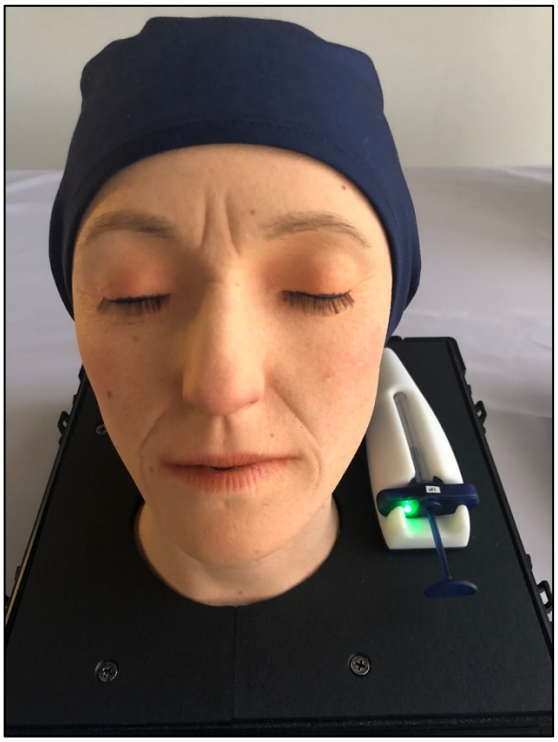
384. Truinject's trade dress is distinctive because it has acquired secondary meaning as the purchasing public associates the design of Kate with Truinject. Since late 2013 when Truinject developed Kate, Truinject has been the only company on the market with an interactive, injection training device. This fact was and is known to Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs as they contacted Truinject in January 2014 to learn more about Truinject's devices and received multiple demonstrations of the device between 2014 and 2017. Truinject had the only device in this space until Nestle Skin Health, Inc. launched Holly in April 2018. Truinject has advertised Kate through its website and by giving demonstrations to numerous pharmaceutical companies, doctors, or other providers. Truinject has been invited to present at aesthetic conferences throughout the United States. Purchasers of the device (doctors,

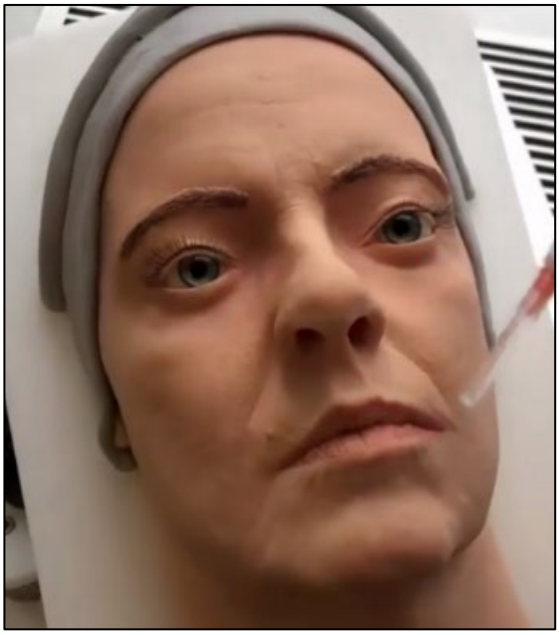
providers or pharmaceutical companies) associate Truinject's design with Truinject. As proof of this association, when Nestle Skin Health, Inc., launched its infringing device, actual users and purchasers (doctors, providers and pharmaceutical companies) contacted Truinject to congratulate it.

385. Truinject owns all rights to Kate's trade dress.

386. Nestlé Skin Health, Inc.'s Holly has and will continue to create confusion among ordinary consumers as to the source, sponsorship, affiliation, or Truinject's approval of Nestlé Skin Health, Inc.'s device.

387. Holly's overall appearance, coloration, scrub hat, facial features and other aspects of Holly's appearance are similar to Kate's appearance.





L. MARKET CONFUSION EXISTS BETWEEN TRUINJECT'S KATE AND HOLLY.

388. On information and belief, Nestlé Skin Health, Inc. released Holly in April 2018.

389. The market – doctors, medical providers and pharmaceutical companies – were shocked. Other doctors, medical providers and KOLs have also noted that Holly looks like Kate. Some physicians have contacted Ms. Rios to inform her that they had seen Truinject's Kate at a Nestlé Skin Health, Inc. meeting and Ms. Rios has had to correct them and ask, "You mean Holly?"

390. Upon information and belief, Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. employees have also described Holly and Kate as looking confusingly similar.

M. TRUINJECT PROTECTED ITS TRADE SECRETS.

391. Truinject developed or invented financial, business, technical, economic, or engineering information including patterns, compilations, programs, devices, methods, techniques, or processes.

392. Truinject's information includes the business analysis for training devices, virtual or augmented reality training devices, business plans, marketing plans, potential partnerships, sales funnels and strategies, engineering specifications, technical drawings, and other business strategy information.

393. Truinject has taken reasonable efforts or measures to keep the information secret.

394. Truinject has anyone interested in their technology sign a confidential disclosure agreement. On 24 January 2014, Bentley, an employee of Galderma Labs, signed a non-disclosure agreement with Truinject in order to receive Truinject's confidential and proprietary information.

395. Under the terms of the confidentiality agreement, Bentley agreed to maintain all of Truinject's information "in strict confidence" and to not disclose or use Truinject's proprietary information.

396. Bentley further acknowledged and agreed that all of the proprietary information she received remained "the sole and exclusive property" of Truinject.

397. Truinject and Galderma, S.A., Galderma Labs, Nestlé Skin Health, Inc., Nestlé Skin Health, S.A. signed a series of confidential disclosure agreements, beginning on 29 October 2014 (effective date of 23 October 2014).

398. The entities agreed to hold Truinject's information "in confidence and not publish or disclose" Truinject's confidential information. The entities further agreed that it would not use Truinject's information for any other purposes except for the purposes outlined in the agreement.

399. The entities further agreed that all confidential information received from Truinject "shall at all times be and remain the exclusive property of the disclosing party."

400. On 5 November 2014, Galderma, S.A. signed another agreement with Truinject that included a confidentiality provision. Galderma, S.A. agreed that all information directly or indirectly received from Truinject "shall be held in strictest confidence." Galderma, S.A. further agreed not to directly or indirectly "enter the market with any product or system that is substantially similar in functionality as the Truinject System."

401. On 18 February 2016, Galderma Labs signed yet another confidential disclosure agreement with Truinject after being directed to do so by Peter Nicholson, a vice president of Nestlé Skin Health, S.A.

402. The entities agreed to hold Truinject's information "in confidence and not publish or disclose" Truinject's confidential information. The entities further agreed that it would not use Truinject's information for any other purposes except for the purposes outlined in the agreement.

403. The entities further agreed that all confidential information received from Truinject "shall at all times be and remain the exclusive property of the disclosing party."

404. On 8 December 2016, Tisckos, a Galderma Labs drug representative, signed a confidential disclosure agreement with Truinject.

405. Tisckos, on behalf of Galderma Labs, agreed to use Truinject's information only for the purposes of the agreement, and to "hold the disclosure of Confidential Information in confidence and shall not disclose the Confidential Information" to a third party.

406. On 7 February 2017, Rogers signed the ultimate confidential disclosure agreement with Truinject on behalf of Galderma.

407. Galderma agreed to use Truinject's information only for the purposes of the agreement, and to "hold the disclosure of Confidential Information in confidence and shall not disclose the Confidential Information" to a third party.

408. Galderma further agreed that all intellectual property and rights to "injection training or testing devices and associated peripheries" belonged to Truinject including improvement regardless of source.

409. Galderma Labs signed additional confidential disclosure agreements with Truinject, including on:

- 22 October 2016; and
- April 2016.

410. The 22 October 2016, April 2016, and 7 February 2017 CDAs all contain the following paragraph:

> 6. Invention Rights. All intellectual property and rights worldwide that relate to injection training or testing devices and associated peripheries, resulting from Vendor's exposure to, evaluation of and contact with Truinject's Confidential Information disclosed, including but not limited to patents, trade secrets, and copyrights ("IP") shall be the exclusive property of Truinject, regardless of the source of improvements or intellectual property. Vendor and its employees, agents, and independent contractors hereby assign and agree to execute documents confirming the assignment to Truinject of the IP.

411. In addition to having Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. and individuals sign non-disclosure or confidential disclosure agreements, Truinject maintained its property, source code and other information in a locked and secured location. Truinject uses cameras and keycards at its facility to control and monitor who has access to its information. Truinject also marked documents it provided to the Nestlé Skin Health, S.A., Nestlé Skin Health, Inc., Galderma, S.A., and Galderma Labs as "proprietary" or "confidential."

412. For example, when Rogers visited Truinject's facility in February 2017, a camera in plain view of Rogers monitored his use of Kate.

413. These measures and others constitute reasonable efforts or measures to protect Truinject's information.

N. GALDERMA, S.A., GALDERMA LABS, NESTLÉ SKIN HEALTH, S.A. AND NESTLÉ SKIN HEALTH, INC. USED IMPROPER MEANS TO MISAPPROPRIATE TRUINJECT'S TRADE SECRETS.

414. Defendants acquired Truinject's trade secrets through misrepresentation or through breach or inducing a party's breach of a duty to maintain secrecy.

415. Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs, Nestlé Skin Health, Inc. or their employees signed non-disclosure or confidential disclosure agreements that required them to maintain Truinject's confidential and proprietary information in the strictest of confidences.

416. Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. and their employees further agreed that they would only use Truinject's confidential and proprietary information to evaluate a potential deal with Truinject. And if Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs or Nestlé Skin Health, Inc. ever decided that it was not interested in pursuing a relationship with Truinject, they were obligated to tell Truinject so that Truinject could have its information returned or destroyed.

417. Upon information and belief, Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs and Nestlé Skin Health, Inc. breached these agreements by using Truinject's information for purposes other than evaluating a potential deal with Truinject. These entities used Truinject's information to develop a competing training platform and launched that platform under the name Holly. These entities further breached their duty to preserve Truinject's confidential and proprietary information by building and launching LucyLive.

418. Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs, Nestlé Skin Health, Inc., Raetzman, Lopez, Lask, McCrea, Rogers, Nicholson, Streit and Cassady made misrepresentations that constitute improper means.

419. Upon information and belief, Nestlé Skin Health, Inc. (and with the involvement or knowledge of Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs) was developing Holly and LucyLive no later than 1 January 2016.

420. On 18 February 2016, Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs signed a confidential disclosure agreement with Truinject because the parties were "interested in evaluating a possible business or collaborative opportunity with regard to Truinject's proprietary technology."

421. At the time Nestlé Skin Health, S.A., Galderma, S.A. and Galderma Labs entered the agreement, they had no intent to enter or evaluate a possible business relationship.

422. On 8 December 2016, Tisckos, a Galderma Labs employee, entered into an agreement with Truinject "in order for the Parties to evaluate the possibility of engaging in a business transaction and/or relationship."

423. On information and belief, at the time Nestlé Skin Health, Inc. (with the knowledge of Galderma, S.A., and Galderma Labs) entered into the agreement, it had no intent to enter or evaluate a possible business relationship.

424. On 7 February 2017, Rogers, on behalf of Galderma, signed an agreement with Truinject "in order for the Parties to evaluate the possibility of engaging in a business transaction and/or relationship."

425. At the time Galderma entered into the agreement, it had no intent to enter or evaluate a possible business relationship.

426. Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs, Nestlé Skin Health, Inc., Raetzman, Lask, Lopez, McCrea, Rogers, Streit, Nicholson and Cassady used improper means to acquire, use or disclose Truinject's confidential and proprietary information.

427. When Holly was launched in May 2018, Nestlé Skin Health, Inc. and Galderma Labs publicly disclosed that BioDigital helped develop Holly.

428. Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs received the name of BioDigital from Truinject pursuant to a non-disclosure agreement. By using BioDigital to develop Holly, Nestlé Skin Health, Inc. breached the non-disclosure agreement.

429. On information and belief, Galderma Labs met with a company called Sector 5 to build LucyLive. Lopez attended the meeting. During the meeting, Lopez asked Sector 5 if it could take what Truinject had done and duplicate it. On information and belief, Galderma Labs and Lopez knew about Truinject's virtual reality technology when it asked Sector 5 to duplicate Truinject.

430. As another example, and on information and belief, Tiphany Lopez has met with Dr. Justin Harper to discuss LucyLive and Holly. Dr. Justin Harper has been paid by Galderma

Labs over $40,000 for consulting or acting as a speaker for Galderma Labs. During the meetings between Lopez and Harper, Lopez disclosed Truinject's trade secrets to Harper without Truinject's permission. As a form of payment for his efforts, Harper's practice, Juvly Aesthetics, received the first Holly.

O. DEFENDANTS' INFRINGEMENT AND MISAPPROPRIATION HAS HARMED TRUINJECT.

431. Defendants' actions have harmed Truinject.

432. Nestlé Skin Health, Inc., Nestle Skin Health, S.A. and Galderma Labs have demonstrated, sold, or used Holly and LucyLive in events in New York, California, Florida, Arizona, Brazil, Mexico, Italy, Slovakia, Canada, Ireland, Lebanon, and Dubai.

433. At these events, Holly and LucyLive have been widely praised by doctors and medical providers.

434. For example, doctors have proclaimed that Holly is the "future" and will revolutionize the aesthetics industry.

435. Other doctors proclaimed that "simulation tools such as HOLLY, creates [sic] a learning environment where novice and intermediate injectors can appreciate depth of anatomy and tissue planes with the need for human injections."

436. As a direct and proximate result of Defendants' actions, Truinject has lost sales and its business reputation has been harmed.

437. As one specific example, Dr. Justin Harper, a leading key opinion leader in the aesthetics industry, heard about Truinject. He approached Truinject to learn more about the technology on 8 April 2018.

438. On 10 May 2018, Dr. Harper posted on Instagram that his clinic was the first in the world to receive Holly for training.

439. In addition, Nestlé, S.A. is currently selling Nestlé Skin Health, S.A. and its subsidiaries, and has reached a preliminary agreement with private equity firm, EQT, for over $10 billion. On information and belief, Holly and LucyLive have been a driving force behind Nestlé Skin Health, S.A.'s valuation.

440. Because of the Defendants' conduct and infringing products, Truinject has been unable to secure financing, find investors, or do a deal with another pharmaceutical company.

441. Because of Nestlé Skin Health's conduct, Holly was first to wide release, and unfairly and unlawfully harmed competition and Truinject's reputation and business.

V. CLAIMS

COUNT I
Breach of Contract (7 February 2017 CDA) – Against Galderma. S.A., Galderma Labs, and Nestlé Skin Health, Inc.

442. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

443. The CDA, signed on 7 February 2017 by Rogers, is a valid contract between Truinject and Galderma, S.A., and Galderma Labs. Rogers signed the contract on behalf of "Galderma."

444. Rogers, as the Head of Global Medical Affairs for Galderma had actual or apparent authority to sign on behalf of Galderma, S.A., and Galderma Labs. In February 2016, Stuart Raetzman, then the CEO of Galderma, S.A. (and now the CEO of Nestlé Skin Health, S.A.), told (and confirmed via email) Truinject that he would send John Rogers to California to inspect Kate. During the same meeting in Washington, D.C., Scott McCrea also agreed that John Rogers would visit Truinject to inspect Truinject's technology. Annette Sjodin also told Truinject that John Rogers would go to California to inspect Truinject's technology as the final part of the deal. When John Rogers arrived at Truinject's facility on 7 February 2017, he signed the CDA after calling his legal team. He added the word "Galderma" to his agreement, signed his name and provided his Galderma.com email address.

445. The CDA states the following:

> 2. The Receiving Party agrees on behalf of itself and its affiliates that it shall disclose Confidential Information only to those of its and its affiliates' respective officers, employees, contractors, representatives, advisors, agents, successors and assigns who need to know such information in furtherance of the Purpose of the Agreement and only to the extent necessary to fulfill the intent and terms of this Agreement, provided that such officers, employees, contractors, representatives, advisors, agents, successors and assigns are already or shall have agreed to be bound by confidentiality obligations with respect to the Confidential Information that are substantially similar to those of this Agreement.
>
> * * *
>
> 3. The Receiving Party shall use the Confidential Information only for the Purpose of the Agreement, shall hold the disclosure of Confidential Information in confidence and shall not disclose the Confidential Information to third parties except as permitted herein.

* * *

> 4. The Receiving Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party employs with respect to its confidential information of like importance in order to prevent the unauthorized use, disclosure, publication or dissemination thereof, but in no event less than a commercially reasonable degree of care.
>
> * * *
>
> 6. Invention Rights. All intellectual property and rights worldwide that relate to injection training or testing devices and associated peripheries, resulting from Vendor's exposure to, evaluation of and contact with Truinject's Confidential Information disclosed, including but not limited to patents, trade secrets, and copyrights ("IP") shall be the exclusive property of Truinject, regardless of the source of improvements or intellectual property. Vendor and its employees, agents, and independent contractors hereby assign and agree to execute documents confirming the assignment to Truinject of the IP.

446. Defendants' material breaches of the CDA include:

- Failing to only use the Confidential Information for the purpose of the Agreement and instead, using the Confidential Information to develop Defendants' infringing and competing products;
- Failing to hold the Confidential Information in confidence;
- Failing to prevent disclosure of the Confidential Information to third parties;
- Failing to protect the Disclosing Party's Confidential Information with the same degree of care that Galderma employs with respect to its own Confidential Information; and
- Failing to assign and agree to execute documents confirming the assignment to Truinject of the IP that was used for all training and peripheries, including Holly, LucyLive and all data associated with those products.

447. Truinject performed all conditions, covenants and promises that could reasonably be performed on its part in accordance with the CDA.

448. As a direct and proximate result of these breaches, Truinject has suffered damages in an amount to be proven at trial.

449. As this cause arises out of contract, Truinject is entitled to its attorney's fees and costs pursuant to the provisions of the CDA, which expressly provides for the recovery of attorneys' fees and costs to the prevailing party in any action for its breach.

COUNT II
BREACH OF CONTRACT (EXCLUSIVE NEGOTIATION AGREEMENT) – AGAINST GALDERMA, S.A.

450. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

451. The Exclusive Negotiation Agreement, signed on 10 November 2015 with an effective date of 5 November 2015, is a valid contract between Truinject and Galderma, S.A.

452. The Exclusive Negotiation Agreement states the following:

> 1. **Exclusivity Period & Fee.** In exchange for a fee in the amount of Seventy-Five Thousand Dollars ($75,000) to Truinject, Truinject agrees that Galderma and its affiliates shall have the exclusive right to evaluate and negotiate the Proposed Transaction for a period of ninety (90) days commencing on the Effective Date ("Exclusivity Period"). The foregoing $75,000 fee shall be paid by Galderma in three (3) equal installments of Twenty-Five Thousand Dollars ($25,000), which shall be due as follows: (a) first installment within thirty (30) days after the Effective Date; (b) second installment within sixty (60) days after the Effective Date; and (c) third installment within ninety (90) days after the Effective Date.
>
> * * *
>
> 3. **Galderma's Covenant Not to Compete with Truinject**. In exchange for the disclosure by Truinject of Confidential Information relating to the Truinject System, Galderma agrees that for the period of nine (9) months commencing on the Effective Date, Galderma shall not, and shall not cause its Representatives, to directly or indirectly: (i) enter the market with any product or system that is substantially similar in functionality as the Truinject System ("Alternative System"); (ii) engage in development of any Alternative System. . ."
>
> * * *
>
> 5. **Confidentiality**. During the Exclusivity Period, either Party (a "Disclosing party") may furnish the other Party (a "Receiving

> Party") with certain confidential and/or proprietary material, including, but not limited to, files, records, documents, pictures, videos, and drawings ("Confidential Information"). Accordingly, it is hereby understood and agreed by each Party that all Confidential Information received by such Party, directly or indirectly, from the other Party in connection with this Agreement or the Proposed Transaction, shall be held in strictest confidence by such Party. . . .The obligations stated in this Section 5 shall remain in full force and effect after the expiration of the Exclusivity Period for a period of three (3) years.

453. Further, Truinject was required to "provide Galderma and/or its affiliates any information reasonably requested in connection with Galderma's evaluation of the Proposed Transaction." Galderma, S.A. received Truinject's confidential information pursuant to the Exclusive Negotiation Agreement.

454. Galderma S.A.'s material breaches of the Exclusive Negotiation Agreement include:

- Failing to make the final installment payment of $25,000 within ninety (90) days after the effective date;
- Engaging in the development of an Alternative System, Holly, before the expiration of the non-compete provisions; and
- Failing to hold Truinject's Confidential Information in "strictest confidence" for a period of three (3) years" and instead, using the Confidential Information to develop Defendants' infringing devices.

455. Truinject performed all conditions, covenants and promises that could reasonably be performed on its part in accordance with the Exclusive Negotiation Agreement.

456. As a direct and proximate result of Galderma, S.A.'s breach, Truinject has suffered damages in an amount to be proven at trial.

COUNT III
BREACH OF CONTRACT (23 OCTOBER 2014 CDA) – AGAINST GALDERMA LABS AND ITS AFFILIATES (GALDERMA, S.A.; NESTLÉ SKIN HEALTH, INC.)

457. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

458. The Confidential Disclosure Agreement signed on 29 October 2014 and effective 21 October 2014 is a valid contract between Truinject and Galderma Laboratories, L.P., and its Affiliates.

459. The CDA states the following:

> 1.0 Definition of Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of a party relating to its business affairs, business plans, or actual or potential products and services including, but not limited to, product information, inventions, ideas, formulas, devices, methods, techniques, processes, underlying concepts, technical information and technical data, notes, analyses, compilations of information, customer information and customer contacts, budgets and proposals, and financial information, in oral, written, electronic, or other form. Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the non-disclosing party from a source other than the disclosing party prior to the time of disclosure of said Confidential Information ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; or (iii) to have become part of the public domain after the Time of Disclosure by any means except an unauthorized act or omission or breach of this Agreement on the part of the non-disclosing party, its employees, financial, legal or other advisors or agents.
>
> 2.0 Obligation of Confidentiality. Each party agrees to hold in confidence and not publish or disclose the other's Confidential Information to any third party, directly or indirectly, unless specifically authorized in writing by the disclosing party. Such Confidential Information will be used by each party solely in connection with the Business Relationship and for no other use or purpose whatsoever. Unless otherwise agreed in writing, Galderma will not disclose any confidential technical information to Truinject.

3.0 Ownership of Confidential Information. All Confidential Information received by one party from the other shall at all times be and remain the exclusive property of the disclosing party.

4.0 Term of Obligation. This Agreement shall remain in effect for any disclosures made during a period of two (2) years from the Effective Date; provided, however, that the obligations of confidentiality stated herein shall continue for a period of five (5) years from the expiration or termination of this Agreement.

5.0 Return of Confidential Information. If either party decides to cease or to not further pursue the Business Relationship, or if either party requests the return of its Confidential Information at any time, such Confidential Information will promptly be returned or destroyed as instructed by the disclosing party, together with any copies thereof (except that one (1) copy may be retained by the recipient for archival purposes), and this Agreement will be terminated, except for the obligations of confidentiality stated in herein.

* * *

9.3 Breach. Each party acknowledges that, in the event of any breach of this Agreement, the disclosing party will suffer irreparable injury and be entitled to seek injunctive relief, specific performance, and such other forms of equitable relief, in addition to any other remedies and relief that may be available to it at law or in equity. The disclosing party will be entitled to recover reasonable attorney's fees and costs in any action brought against the breach party to enforce a breach of this Agreement.

460. Galderma Laboratories, L.P.'s material breaches of the CDA include:

- Failing to only use the Confidential Information for the purpose of the Agreement and instead using the Confidential Information to develop its own infringing device and to compete with Truinject;
- Failing to hold the Confidential Information in confidence;
- Failing to prevent disclosure of the Confidential Information to third parties;
- Failing to return or destroy Truinject's Confidential Information;
- Failing to protect the disclosing party's Confidential Information with the same degree of care that Galderma Laboratories, L.P., employs with respect to its own Confidential Information; and

- Failing to notify Truinject when it no longer was interested in a business relationship with Truinject.

461. Truinject performed all conditions, covenants and promises that could reasonably be performed on its part in accordance with the CDA.

462. As a direct and proximate result of Galderma Labs' breach, Truinject has suffered damages in an amount to be proven at trial.

463. As this cause arises out of contract, Truinject is entitled to its attorney's fees and costs pursuant to the provision of the CDA, which expressly provides for the recovery of attorneys' fees and costs to the prevailing party in any action for its breach.

A. NESTLÉ SKIN HEALTH, INC. IS BOUND BY THE 23 OCTOBER 2014 CDA

464. From 2010 to 2013, Ms. Rios worked as a Business Development Manager at Allergan, training physicians and selling aesthetic injections.

465. As a Business Development Manager, Ms. Rios researched the Allergan competition in the aesthetic injectable market, including Galderma, S.A. At the time, Galderma, S.A. was a joint venture between Nestlé, S.A. and L'Oréal and sold neurotoxin and filler injectables. Ms. Rios understood that Galderma, S.A., was Allergan's biggest competitor and faced challenges in converting accounts.

466. On 24 January 2014, Beth Bentley, Ms. Rios's former Allergan colleague, visited Truinject's offices to learn what Truinject was developing. Bentley told Ms. Rios that the Galderma companies would be interested in Truinject's invention and facilitated a meeting between Truinject and Galderma Laboratories, L.P.

467. Because Bentley told Ms. Rios that Galderma was interested in Truinject and because of Ms. Rios's background of working at LexisNexis, Mr. Rios tracked any news articles or press release about Galderma.

468. Three weeks after meeting with Beth Bentley, Nestlé and L'Oréal announced on 11 February 2014 that L'Oréal was transferring its stake in Galderma to Nestlé, and Nestlé was forming Nestlé Skin Health, S.A. as the parent of Galderma. Ms. Rios read that Nestlé said that "Galderma will form the foundation of Nestlé Skin Health, S.A."

469. Ms. Rios also read that Peter Brabeck-Letmathe, Chairman of Nestlé, said,

> With this proposed acquisition of 50% of Galderma, Nestlé will pursue its strategic development in Nutrition, Health, and Wellness, by expanding its activities to medical skin treatments. In this respect, Nestlé will create a new centre of activities in this area, through a new entity: Nestlé Skin Health S.A. Galderma will be the foundation of this entity which will be run by Galderma's management. As a wholly owned subsidiary of Nestlé, Galderma will have all the required means for its development which will benefit to the company, its employees as well as all other stakeholders.

470. Ms. Rios tracked this announcement because Galderma (and now Nestlé Skin Health, S.A.) was a potential customer of Truinject. Ms. Rios researched the newly formed company Nestlé Skin Health, S.A. and discovered that Galderma Laboratories, L.P. (and now Nestlé Skin Health, S.A.) had subsidiaries in Sweden (Q-Med) and New York (Nestlé Skin Health, Inc.).

471. On 3 September 2014, Tracy Read organized a call between Ms. Rios and Lyle Martin and Galderma Labs. Read said that Per Lango (Vice-president of Aesthetic & Corrective Marketing & Global Sculptra Marketing), Alisa Lask (Sr. Director, Aesthetic & Corrective Marketing, Injectables), Chuck Paschke (Director, Aesthetic & Corrective Training), and Bentley would be on the call for Galderma.

472. On 5 September 2014, Ms. Rios and Lyle Martin had a conference call with Galderma Labs. During the call, Ms. Rios congratulated Galderma Labs on being under the Nestlé Skin Health umbrella. Lask said she was excited to be Nestlé Skin Health with an expanded reach

and more resources. Lango said that he believed the union between Galderma and Nestlé Skin Health would expand Galderma's market share.

473. Truinject then provided an overview of its business, explaining what its technology could do. Lask said that Galderma Labs was "very interested" in Truinject and wanted to explore a business collaboration. Lask explained that Nestlé Skin Health understood Truinject's start-up struggles and the stage of its product development. After the call, Lask invited Truinject to demonstrate its technology to a small group at Galderma Labs' headquarters in Fort Worth, Texas.

474. Ms. Rios and Lyle Martin visited Galderma Labs' Fort Worth, Texas headquarters on 21 October 2014 to present Truinject and its technologies to Galderma Labs. Rios and Martin originally thought it would be a small group meeting but were instead led into a large conference room where over twenty individuals watched the presentation and several more participated on the phone. The presentation included a Truinject slide deck marked as "proprietary" and a demonstration of Kate.

475. The people attending the demonstration were excited by Truinject's technology.

476. After the presentation, Per Lango of Galderma Labs told Ms. Rios and Mr. Martin that Galderma Labs was interested in buying the global rights to Truinject's invention. Lango proposed that the Truinject and Galderma Labs explore a business deal for Truinject's technology.

1. TRUINJECT SIGNED A CONFIDENTIAL DISCLOSURE AGREEMENT PREPARED BY GALDERMA LABS' ATTORNEYS.

477. The day after the meeting, and to further the discussions Truinject had with Per Lango, Truinject and the Defendants agreed to enter into a confidential disclosure agreement. Ms. Rios sent a CDA to Brenda Sihotang that defined the parties as Truinject and Galderma Labs.

478. Two days later, Pat Embley, a senior paralegal at "Galderma – USA" sent Ms. Rios a different CDA that defined the parties as Truinject and "Galderma Laboratories, L.P., and its

affiliates." Embley told Ms. Rios that Galderma Labs accepted most of Truinject's edits to the CDA prepared by Galderma Laboratories, L.P., except for governing law and choice of forum, saying that Galderma Labs would agree to New York or Delaware law and forum. The parties agreed on Delaware.

479. Ms. Rios asked her attorney to review the agreement. Ms. Rios and her attorney saw that the agreement defined the Galderma Laboratories, L.P., party to include "affiliates." Ms. Rios and her attorney understood that "affiliates" included related corporations, such as subsidiaries, parents or sibling corporations.

480. Ms. Rios signed the CDA on 27 October 2014 and sent a copy to McCrea and Sihotang. On 29 October 2014, Laurel M. Faciane, Galderma Labs Associate General Counsel and an attorney with over ten years' experience, signed the CDA on 29 October 2014. Galderma Labs and its affiliates represented that Faciane was authorized to execute the agreement of their behalf. Faciane signed under Galderma Laboratories, L.P., for Quintin Cassady without identifying her position, title or employer.

481. Sihotang sent Ms. Rios the executed CDA on 29 October 2014 and asked Truinject for "the confidential data package, including product details, IP, manufacturing and costs."

2. SCOTT MCCREA FACILITATED TRUINJECT MEETING WITH DEFENDANTS IN SAN DIEGO, CALIFORNIA AT THE AMERICAN SOCIETY DERMATOLOGIC SURGERY CONFERENCE.

482. The same day the CDA was executed, Scott McCrea of Galderma Labs proposed that Truinject meet with Galderma in San Diego, California during the American Society for Dermatologic Surgery conference. Truinject would demonstrate Kate so Galderma Laboratories, L.P., could evaluate a business deal with Truinject.

483. Sihotang sent a list to Ms. Rios of the Galderma people attending the meeting including:

- Didier Leclercq, Senior Director—North America Aesthetic & Corrective Development
- Anette Sjodin—Commercial Manager
- Lena Jonsson—Head of A&C STAMs and Portfolio Management, Global Strategic Marketing
- Darren Lenczycki, Business Development Manager
- John Rogers

484. Unbeknownst to Ms. Rios at this time, Didier Leclercq was the Managing Director of Nestlé Shield for Nestlé Skin Health, Inc.

485. Sihotang proposed meeting at the Marriott Marquis and Marina in San Diego, California between 1:00 pm and 2:00 pm on 6 November 2014. On 31 October 2014, Ms. Rios told Sihotang that the "meeting room was changed to 'The Nook'. . . . It is located by the restaurant and Starbucks at the Marriott."

3. DIDIER LECLERCQ MET WITH TRUINJECT AT THE MARRIOTT SAN DIEGO MARQUIS ON 6 NOVEMBER 2014.

486. Ms. Rios and Mr. Martin arrived early to the Nook conference room to set up and welcome the Galderma employees. Ms. Rios brought Kate, which included the head model, integrated syringe, and computer, in a black, plastic crate. When Leclercq, Jonsson and Sjodin arrived, Ms. Rios and Mr. Martin introduced themselves. Leclercq, Jonsson and Sjodin introduced themselves as being from Galderma.

487. Ms. Rios then explained that Truinject would demonstrate Kate and allow Leclercq, Jonsson and Sjodin to inject on Kate, and would answer their questions. Ms. Rios said that Truinject would be sharing confidential information and asked if they were bound by the CDA executed just a week before. Leclercq, Jonsson and Sjodin agreed that they were bound by the CDA. Based on Ms. Rios's research into Galderma's corporate structure, Galderma expanding

the party definition to include "affiliates," Ms. Rios' understanding that affiliates would include Galderma Labs' sibling and parent corporations, Ms. Rios consulting with attorneys, and Leclercq, Jonsson, and Sjodin agreeing to be bound by the CDA, Ms. Rios and Mr. Martin continued with the presentation.

4. UNDER THE PROTECTION OF A CDA, DIDIER LECLERCQ TOOK APART KATE'S SYRINGE AND PRAISED TRUINJECT'S DEVELOPMENT.

488. Ms. Rios took Kate's syringe, anatomical head and computer screen out of the black, plastic crate, removing the protective foam from the head and computer. Ms. Rios then plugged the computer into the anatomical head and attached the syringe to the head's base. She briefly described how Kate's sensors tracked the needle tip by measuring the light being emitted from the needle. Ms. Rios said that Truinject's algorithm compares the needle's location with an anatomical model and then displays the needle's location on a digital, anatomical representation.

489. Jonsson and Sjodin were so excited by Kate that they asked if they could inject on Kate. Jonsson and Sjodin took turns injecting on Kate. Both raved about Kate, its lifelike feel and look, and how it would revolutionize the aesthetic industry.

490. Didier Leclercq, instead of injecting on Kate, took apart the modified, four-inch syringe, unscrewing the 22TW 2-inch needle. Leclercq said that he wanted to understand how the syringe and sensors were integrated inside such a tight space because he was an engineer. Leclercq asked Ms. Rios about the sensor Truinject used and how the head model tracked the needle tip. After inspecting the syringe, he effused how remarkable Truinject's invention was and how Truinject was able to combine the syringe and sensor.

5. DIDIER LECLERCQ ASKED TO ATTEND MORE MEETINGS WITH TRUINJECT.

491. Leclercq asked to attend additional meetings between Truinject and Galderma Labs. On 11 December 2014, Darren Lenczycki from Galderma Labs sent Ms. Rios an agenda for

a 16 December 2014 meeting at Galderma Labs' Fort Worth, Texas headquarters. Listed as "Galderma Attendees" included Didier Leclercq, who was identified as the Senior Director, A&C Prod. Dev. A&C. At no time was Leclercq identified as working at Nestlé Skin Health, Inc.

492. The meeting agenda included:

- Hardware (durability, precision, repeatability)
- Software (algorithm build-up, software validation)
- Manufacturing (Choice of partner, methodology, capacity)
- Product Development plans (next step, NLF filing technique, adaptation to Galderma fillers, validation strategies, timelines)
- QA Status on development + manufacturing (QA systems, audits, QC, release)
- Plus the practical testing of the device.

6. TRUINJECT MET WITH GALDERMA LABS ON 16 DECEMBER 2014 AT GALDERMA LABS' FORT WORTH, TEXAS HEADQUARTERS.

493. Ms. Rios and Mr. Martin on behalf of Truinject met with Galderma Labs on 16 December 2014 in Fort Worth, Texas. Based on Ms. Rios's research into Galderma Labs' corporate structure, the press release announcing that Galderma was the foundation of Nestlé Skin Health, Galderma Labs adding language to the CDA to include affiliates as a party, Ms. Rios understanding that affiliates includes related corporations, and the attendees confirming that everyone understood the presentation would include confidential material and was subject to the CDA, Truinject presented its training platform, allowing people to inject on Kate.

494. Ms. Rios also presented a slide deck that was marked as Truinject's "proprietary" information. In the presentation, Ms. Rios explained that one millimeter separates muscles, nerves, and other anatomical features, which makes aesthetic injections difficult and dangerous.

495. Ms. Rios shared her inspiration for Truinject and said that Kate has true-to-life tissues and uses a sensor in the syringe and anatomical face to determine depth and location and

provide "real-time syringe tracking," and provide real-time feedback and detailed reporting. Ms. Rios shared that her system collects data analytics that includes depth, trajectory, location and force. Ms. Rios discussed who helped build the software, sensors, systems, syringe and animation. Ms. Rios also described Truinject's plans to develop and expand its business and technology.

496. Truinject and Galderma people (who included individuals from Nestlé Skin Health, Inc. posing as Galderma employees) then had a round table discussion with device engineers, and discussed additional information regarding Truinject's business model and the development, capabilities and other technical aspects of the Truinject Platform including next generation versions. McCrea asked Truinject if they would be willing to leave them with a prototype of Kate. Truinject refused to do so, stating that it first needed a deal in place. Didier Leclercq attended the meeting and never disclosed that he was working for Nestlé Skin Health, Inc.

7. NESTLÉ SKIN HEALTH, INC. BEGAN DEVELOPING HOLLY IN NOVEMBER 2015.

497. While under the protection of the CDA, Warren Winkelman, an employee of Nestlé Skin Health, Inc., read a 9 November 2015 New York Times article about medical training devices. That article identified the Chamberlain Group as one company that was working to develop realistic training devices. Winkelman read the New York Times article and said it blew his mind because: (1) the feeling of a needle traveling through tissue was very subtle; and (2) training took place on patients or cadavers.

498. Winkelman is described as the creator and Chief Ideator and responsible for the development of Project Holly at Nestlé Skin Health. Winkelman was the head of Medical Innovation for Nestlé Shield, a global skin health innovation ecosystem centered in New York City.

499. After reading the article, Winkelman started Project Holly in November 2015, the same month of the New York Times article. Nestlé Skin Health, Inc. explored its ideas through 2016 and 2017 with prototype validation by December 2017.

500. Project Holly development involved 8 members from across Nestlé Health and Galderma based on what Warren Winkelman described as a linking configuration where each contributor has more than a single expertise or ability to deliver different views on the same question. Nestle Skin Health, Inc., Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A. used a lean start-up process model, using its resources carefully and cost effectively. Nestle Skin Health, Inc., Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A. had medical education expertise in injecting and understood aesthetics and injectables based on selling their five drugs.

501. Nestle Skin Health, Inc., Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A., however, did not have any expertise with hardware and software firms dedicated to medical education and to build Holly. Because Nestle Skin Health, Inc., Galderma, S.A., Galderma Labs, and Nestlé Skin Health, S.A. did not have expertise in developing a training device or the software and technology needed to track an injection in a head, it partnered with other companies including the Chamberlain Group and BioDigital.

502. The Chamberlain Group began developing Holly, and would send Nestlé Skin Health, Inc. and Galderma Labs updates on the development. Leclercq received these updates including three-dimensional models of Holly, images of how the model's face was casted, presentations about how Holly worked and developmental timelines.

8. LECLERCQ BERATED INDIVIDUALS THAT PRESENTED TRUINJECT TO NESTLÉ SHIELD.

503. On 3 March 2017, Carrie Liakos, a sales representative for Galderma Labs, presented Truinject to Nestlé Skin Health SHIELD so the Defendants could do a potential deal

with Truinject. At that time, Nestlé Skin Health, Inc. was developing its own training device. Leclercq, who attended Liakos' presentation, publicly berated Liakos for proposing Truinject. Leclercq said that Nestlé Skin Health, Inc. knew about Truinject but that Truinject's Kate, augmented reality platform and tablet applications were worthless.

9. DIDIER LECLERCQ REQUESTED THAT GABRIELLE RIOS CONNECT WITH HIM ON LINKEDIN.

504. On 15 June 2017, Ms. Rios received a LinkedIn connection request from Didier Leclercq. Leclercq was identified as the Managing Director SHIELD Network at Nestlé Skin Health, Inc. This was the first time that Leclercq acknowledged, and Ms. Rios learned, that he was working for Nestlé Skin Health, Inc.

505. At the time Ms. Rios received the LinkedIn invite, the relationship between Truinject and Galderma Labs, Galderma, S.A., Nestlé Skin Health, S.A. and Nestlé Skin Health, Inc. had appeared to end, and they were actively developing their own competing training device.

10. NESTLÉ SKIN HEALTH, INC. TRACKED TRUINJECT'S PROGRESS TO TIME ITS LAUNCH OF HOLLY.

506. On 4 April 2018, Dr. Doris Day unveiled the latest version of Truinject's Kate on Instagram. Nestlé Skin Health, Inc. was upset because Truinject was unveiling its product and preparing a mass launch before Defendants could launch Holly. Leclercq was mad and wanted to launch Holly to prevent Truinject from gaining market power.

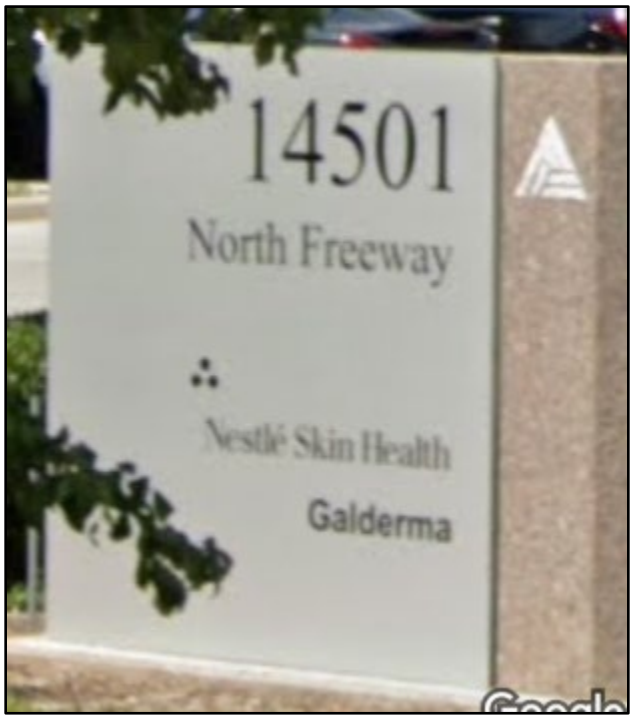
507. Defendants held a meeting to discuss Truinject on 20 April 2018. During that meeting, Nestlé Skin Health, Inc. said they wanted to beat Truinject to mass market. Defendants further began a disinformation campaign against Truinject and its technology, calling Kate a toy, unrealistic and not focused on improving patient safety.

11. NESTLÉ SKIN HEALTH, INC. IS AN AFFILIATE OF GALDERMA LABS

508. Nestlé Skin Health, Inc. is a Delaware corporation with principal place of business at 14501 North Freeway, Fort Worth, Texas 76177. The chief executive officer is Didier Leclercq, who is based at 14501 North Freeway, Fort Worth, Texas 76177. Quintin Cassady, a lawyer for Galderma Labs, is listed as the registered agent. Nestlé Skin Health, Inc. (now known as SHDS, Inc.) is a wholly owned subsidiary of Nestlé Skin Health, S.A.

509. Galderma Labs is a Texas partnership with its place of business at 14501 North Freeway, Fort Worth, Texas 76177. Quintin Cassady, a lawyer, is listed as the registered agent. Galderma Labs is a Nestlé Skin Health, S.A. subsidiary directly owned by Galderma Limited LLC and Galderma General LLC.

510. The building shared by Nestlé Skin Health, Inc. and Galderma Labs at 14501 North Freeway, Fort Worth, Texas has a sign with both the Nestlé Skin Health logo and both corporate names.



Upon information and belief, the lease for 14501 North Freeway was signed by Nestlé Skin Health, Inc.

511. Didier Leclercq, the CEO of Nestlé Skin Health, Inc., has an email address of didier.leclercq@galderma.com. Other people who worked for Nestlé Skin Health entities, and not Galderma, had Galderma email addresses. Pierre Streit, when he was the chief financial officer of Nestlé Skin Health, S.A., had a pierre.streit@galderma.com email address. Peter Nicholson, a Nestlé Skin Health, S.A vice president, had a Galderma.com email address. And Stuart Raetzman, when he was the CEO of Nestlé Skin Health, S.A., had a Galderma.com email address.

COUNT VI
BREACH OF CONTRACT (18 FEBRUARY 2016 CDA)—GALDERMA LABS, GALDERMA, S.A., AND NESTLÉ SKIN HEALTH, INC.

512. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

513. The Confidential Disclosure Agreement signed on 23 February 2016 and effective 18 February 2016 is a valid contract between Truinject and Galderma Labs and its affiliates Nestlé Skin Health, Inc., and Galderma, S.A.

514. The CDA states the following:

> 1.0 Definition of Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of a party relating to its business affairs, business plans, or actual or potential products and services including, but not limited to, product information, inventions, ideas, formulas, devices, methods, techniques, processes, underlying concepts, technical information and technical data, notes, analyses, compilations of information, customer information and customer contacts, budgets and proposals, and financial information, in oral, written, electronic, or other form. Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the non-disclosing party from a source other than the disclosing party prior to the time of disclosure of said Confidential Information ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; or (iii) to have

become part of the public domain after the Time of Disclosure by any means except an unauthorized act or omission or breach of this Agreement on the part of the non-disclosing party, its employees, financial, legal or other advisors or agents.

2.0 Obligation of Confidentiality. Each party agrees to hold in confidence and not publish or disclose the other's Confidential Information to any third party, directly or indirectly, unless specifically authorized in writing by the disclosing party. Such Confidential Information will be used by each party solely in connection with the Business Relationship and for no other use or purpose whatsoever. Unless otherwise agreed in writing, Galderma will not disclose any confidential technical information to Truinject.

3.0 Ownership of Confidential Information. All Confidential Information received by one party from the other shall at all times be and remain the exclusive property of the disclosing party.

4.0 Term of Obligation. This Agreement shall remain in effect for any disclosures made during a period of two (2) years from the Effective Date; provided, however, that the obligations of confidentiality stated herein shall continue for a period of five (5) years from the expiration or termination of this Agreement.

5.0 Return of Confidential Information. If either party decides to cease or to not further pursue the Business Relationship, or if either party requests the return of its Confidential Information at any time, such Confidential Information will promptly be returned or destroyed as instructed by the disclosing party, together with any copies thereof (except that one (1) copy may be retained by the recipient for archival purposes), and this Agreement will be terminated, except for the obligations of confidentiality stated in herein.

* * *

9.3 Breach. Each party acknowledges that, in the event of any breach of this Agreement, the disclosing party will suffer irreparable injury and be entitled to seek injunctive relief, specific performance, and such other forms of equitable relief, in addition to any other remedies and relief that may be available to it at law or in equity. The disclosing party will be entitled to recover reasonable attorney's fees and costs in any action brought against the breach party to enforce a breach of this Agreement.

515. Galderma Labs' and its affiliates' material breaches of the CDA include:

- Failing to only use the Confidential Information for the purpose of the Agreement and instead using the Confidential Information to develop Defendants' infringing device and compete with Truinject;
- Failing to hold the Confidential Information in confidence;
- Failing to prevent disclosure of the Confidential Information to third parties;
- Failing to return or destroy Truinject's Confidential Information;
- Failing to protect the disclosing party's Confidential Information with the same degree of care that Galderma Labs employs with respect to its own Confidential Information; and
- Failing to notify Truinject when it no longer was interested in a business relationship with Truinject.

516. Truinject performed all conditions, covenants and promises that could reasonably be performed on its part in accordance with the CDA.

517. As a direct and proximate result of Galderma Labs' and its affiliates' breach, Truinject has suffered damages in an amount to be proven at trial.

518. As this cause arises out of contract, Truinject is entitled to its attorney's fees and costs pursuant to the provisions of the CDA, which expressly provides for the recovery of attorneys' fees and costs to the prevailing party in any action for its breach.

A. THE CEO OF GALDERMA, S.A. INVITES NESTLÉ SKIN HEALTH, S.A. TO MEET WITH TRUINJECT.

519. In early 2016, Stuart Raetzman, the Chief Executive Officer of Galderma, S.A. wanted to learn more about Truinject. On 2 February 2016, Steve Carlson responded to Raetzman's request, noting that Truinject "met with 30+ Galderma people . . . [f]eedback was very good from all people."

520. On 19 February 2016, Raetzman organized a meeting between Truinject, Raetzman and "Peter Nicholson, Vice President Business Development & Strategy, Nestlé Skin Health" to

discuss a potential business deal, which would include an overview of Truinject's technology and a discussion of Truinject's financial impact on the Defendants.

521. On 23 February 2016, Steve Carlson explained that it "plan[ned] to present an overview, demo Kate and discuss value drivers and benefits of Truinject partnering with you." Raetzman agreed to a new CDA proposed by Galderma and "Affiliates."

522. That same day, Raetzman updated the meeting invite to include Scott McCrea, Director, Business Development, Norther America, Galderma Pharma S.A.

B. THE DEFENDANTS SENT A CDA THAT DEFINED THE PARTY AS "GALDERMA LABORATORIES, L.P. AND ITS AFFILIATES."

523. To further discussions between the parties, Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and/or Galderma Labs, drafted a CDA and sent it to Truinject. On 24 February 2019, Peter Nicholson sent a signed copy of the CDA to Truinject. Nicholson said, "Attached please find the confidentiality agreement, ***duly executed***. We are looking forward to our meeting next week and learning about the advancements you have made since out last interactions in 2015." Nicholson's signature block said:

Peter R. Nicholson
Vice President, Business Development & Strategy

Direct +41 (0)21 642 79 26
Mobile +41 (0)79 586 57 07

Nestlé Skin Health S.A.
Avenue Gratta-Paille 2
1018 Lausanne, Switzerland
www.nestleskinhealth.com

This was consistent with the 11 March 2015 press release where it was announced that Nicholson was being promoted from Galderma, S.A. to Nestlé Skin Health, S.A. as vice president of business development and strategy.

524. The CDA defined the parties as "Truinject" and "Galderma Laboratories, L.P. and its Affiliates." When Quintin Cassady signed the CDA on 23 February 2016, the parties represented that Cassady had authority to sign the CDA.

525. Quintin Cassady was the Vice President and General Counsel at Galderma Laboratories, had been working at Galderma Labs for sixteen years when he signed the CDA and had graduated from the University of Oklahoma's law school.

C. TRUINJECT SIGNED THE CDA AND BELIEVED THAT THE CDA INCLUDED GALDERMA LABS AND AFFILIATES MEETING WITH TRUINJECT.

526. Gabrielle Rios, Truinject's CEO, signed the Defendants' CDA which provided exclusive jurisdiction in Delaware, knowing that the meeting included Nestlé Skin Health, S.A. Rios had every reason to and did believe that Defendants' CDA would cover not only Galderma Labs, but its parent and undisputed affiliate, Nestlé Skin Health, S.A. as a party is bound by the CDA and Delaware forum selection clause.

D. NESTLÉ SKIN HEALTH, S.A.'S CFO RECEIVED TRUINJECT'S CONFIDENTIAL INFORMATION UNDER A CDA WITH A DELAWARE FORUM SELECTION CLAUSE.

527. On 1 March 2016, Raetzman updated the meeting invitees to include: "Stuart Raetzman, CEO Galderma Pharma S.A.; Peter Nicholson, Vice President Business Development & Strategy Nestlé Skin Health, Scott McCrea, Director, Business Development, North America, Galderma Pharma S.A.; and Pierre Streit, CFO Nestlé Skin Health." Streit met with Truinject in Washington D.C. on 5 March 2016. During that meeting, Streit learned about the development of Truinject's technology, business and marketing plans, and technical advances made by Truinject. Streit was "fascinated by" Truinject's technology and "excited about the financial impacts" of Truinject's technology for Nestlé Skin Health, S.A.

E. PETER NICHOLSON, A NESTLÉ SKIN HEALTH, S.A. VICE-PRESIDENT, SENDS TRUINJECT A SUMMARY OF THE MEETING BETWEEN TRUINJECT AND NESTLÉ SKIN HEALTH, S.A.

528. After the March 2016 meeting, Nicholson summarized the meeting to Truinject, noting that "we" needed to "re-engage its technical team" for a review of the platform. He also wanted to dive deeper on Truinject's business model. His signature block identified him as a Vice-President of Nestlé Skin Health, S.A. in Lausanne, Switzerland.

F. RAETZMAN, AS THE NESTLÉ SKIN HEALTH, S.A.'S CEO, SENDS JOHN ROGERS TO "EVALUATE" TRUINJECT'S TECHNOLOGY

529. Nine months later, Stuart Raetzman, the Chief Executive Officer of Nestlé Skin Health, S.A., emailed a Truinject advisor about Truinject's technology, noting, "[John Rogers] sets the direction for all of our training initiatives. I am relying on his assessment of this technology and if it can help us." John Rogers finally visited Truinject's facility, as instructed by Raetzman, on 7 February 2017.

COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACTUAL AND PROSPECTIVE CONTRACTUAL RELATIONS—AGAINST GALDERMA, S.A., GALDERMA LABS, AND NESTLÉ SKIN HEALTH, INC.

530. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

531. On 2 March 2014, Clark Foster, a consultant of Truinject's that helped develop Kate, sent Gabrielle Rios an email with information about BioDigital and suggested that BioDigital could help with the Kate project.

532. Gabrielle Rios, on that same day, emailed Ian Larsen, an employee of Truinject who helped oversee business operations for Truinject, about BioDigital and suggested Truinject reach out to BioDigital.

533. Ian Larsen contacted BioDigital in March 2014. He described Truinject's efforts to build Kate, an injection training device that is comprised of a physical head, a syringe and a

screen. The screen displays an injection a provider performs on the head, which provides feedback to the injector, so he/she learns proper injection technique.

534. Truinject provided a CDA to BioDigital that would allow them to discuss the Truinject project in greater detail.

535. Truinject provided a request for quotation document on 12 March 2014 to BioDigital. The request for quotation document described the Kate project. In addition, the request for quotation document included a scope of work section. The scope of work section, which are requirements that BioDigital would need to fulfill, described:

- A graphical model of anatomy based on an actual model's head that Truinject had scanned with a 3D printer and an MRI;
- Identification of Truinject targets where injections commonly occur and where problem-areas generally are; and
- A requirement that the anatomy be accurate to 2mm in a 3-dimensional representation.

536. On 8 April 2014, BioDigital's Erin Oliker provided Truinject with a proposal for work. The proposal included a description of how BioDigital would take Truinject's confidential information, including Truinject's targets and the scans of a model, and would develop a virtual anatomy model that providers could look at as they are performing an injection on the physical head of Kate.

537. After reviewing BioDigital's proposal, Truinject decided not to use BioDigital.

538. On 19 August 2014, Elizabeth Bentley told Gabrielle Rios that the powers that be at Galderma were not interested in meeting with Truinject.

539. On 5 September 2014, Ms. Rios had a call with Per Lingo, Alisa Lask, Chuck Paschke, and Bentley to discuss setting up a meeting between Truinject and Galderma Labs.

540. On 21 October 2014, Ms. Rios and Lyle Martin, both of Truinject, flew to Ft. Worth, Texas to give a demonstration of Kate to Galderma Labs. In addition to employees from Galderma Labs, there were people from Galderma S.A., Nestlé Skin Health, Inc. and other Galderma Labs' affiliates. Those people included Rick Lawrence, Patrick Matthews, Dr. Alessandra Nogiera, Simone Howell, Beth DelPort, John Rogers, Drew Fine, Michelle DeRidder, and at least ten other individuals who came in and out of the room during the presentation.

541. Based on the presentation, Galderma Labs proposed entering into a CDA with Truinject. That CDA, with an effective date of 23 October 2014, was signed by Truinject on 29 October 2014, and included a requirement that Galderma Labs and its affiliates would receive Truinject's confidential information for the sole purpose of investigating a possible business relationship and that Galderma Labs would hold in confidence and not publish or disclose Truinject's confidential information.

542. With the CDA in place, Truinject had several meetings with Galderma Labs, Galderma S.A. and others.

543. On 6 November 2014, Truinject met with the Galderma, S.A. and Nestlé Skin Health, Inc., including Didier Leclercq, Darren Lenczycki, Annette Sjodin and others in San Diego for another presentation of Kate and to demonstrate Truinject's syringe. This meeting was organized by Galderma Labs.

544. The parties then executed an Exclusive Negotiation Agreement on 10 November 2014. The Exclusive Negotiation Agreement contained a provision that any information Truinject shares or was required to share under the ENA, would be held in the strictest of confidence by both parties.

545. On 14 November 2014, Gabrielle Rios and Lyle Martin had a phone call with Galderma Labs and Galderma, S.A., including John Rogers, Scott McRae, Annette Sjodin and Darren Lenczycki. During that phone call, the Defendants asked to know which vendors Truinject used to build Kate and what other manufacturers Truinject had considered when building Kate. At that time, Truinject disclosed that it had approached BioDigital for building screens and disclosed that BioDigital was under a CDA as were all other vendors or potential vendors that Truinject had discussed.

546. This shows that Defendants knew about the contract between BioDigital and Truinject.

547. On 9 November 2015, the New York Times published an article about medical training devices. That article identified the Chamberlain Group as one company that was working to develop realistic anatomical training devices.

548. Warren Winkelman is a doctor at Nestlé Skin Health, Inc.

549. Warren Winkelman is described as the creator and Chief Ideator and responsible for the development of Project Holly at Nestlé Skin Health. Winkelman was the head of Medical Innovation for Nestlé SHIELD, which is a global skin health innovation ecosystem centered in New York City. Warren Winkelman read the New York Times article and said it blew his mind because the feeling of a needle traveling to tissue was very subtle; and training generally took place on patients or cadavers.

550. This article was ostensibly a spark of inspiration for Winkelman who started Project Holly November 2015, the same month of the New York Times article. Project Holly began in November 2015, with exploration into 2016 and 2017 and prototype validation by December 2017.

551. Project Holly development involved 8 members from across Nestlé Health and Galderma based on what Warren Winkelman described as a lean configuration where each contributor has more than single expertise or ability to deliver different views on the same question.

552. Nestlé Skin Health SHIELD adapted a lean start-up process model, using its resources carefully and cost effectively.

553. Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and Galderma Laboratories, L.P., collectively had medical education expertise in injecting and understood aesthetics and injectables based on selling Galderma's five skin care drugs.

554. They, however, did not have any expertise with hardware and software dedicated to medical education and to build Holly.

555. Because Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and Galderma Labs, L.P . did not have expertise in developing a training device or the software and technology needed to track an injection in a head, they partnered with other companies.

556. One such company was the Chamberlain Group which is based in Boston.

557. The Chamberlain Group was mentioned in the New York Times article in November 2015.

558. The Chamberlain Group builds physical training devices for a doctor to practice on, but does not include screens that will display the anatomy of the device.

559. Upon information and belief one or more of Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and Galderma Labs contacted BioDigital based on information they gained from Truinject's 14 November 2014 meeting.

560. The Defendants entered into a relationship with BioDigital to develop the screens for Holly.

561. The Defendants asked BioDigital to build a virtual anatomy model that could be used to show where a needle was as a provider was injecting into a physical head.

562. BioDigital agreed to do the work.

563. BioDigital used information it gained from Truinject when developing the Defendants' requested product, which was a breach of the CDA between BioDigital and Truinject.

564. Defendants acted to cause BioDigital to breach its CDA with Truinject.

565. Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and Galderma Labs knew that they learned about BioDigital from Truinject and that such information was protected by the 2014 CDA and the Exclusive Negotiation Agreement.

566. They further knew that it was a breach of their CDA with Truinject to approach BioDigital and use BioDigital. This was an improper means to cause the breach of the BioDigital contract.

567. Around 10 May 2018, Nestlé Skin Health, Inc., launched Holly.

568. At the time they launched Holly, Nestlé Skin Health, Inc., disclosed that BioDigital had helped develop the screens for Holly. Holly's screens developed by BioDigital are identical to Truinject's screens.

569. The launch of Holly has harmed Truinject in the following manner.

570. It has caused market confusion between Truinject's Kate and Nestle Skin Health, Inc.'s Holly. Second, Truinject was in the middle of business discussions with Merz, another pharmaceutical company, but Merz ended discussions with Truinject shortly after the launch of Holly – in part because after Holly's launch, Kate would no longer be the only advanced neurotoxin and dermal filler training service on the market.

571. Thus, Nestlé Skin Health, Inc., Nestlé Skin Health, S.A., Galderma, S.A., and Galderma Labs have caused Truinject injury because of their interference with the BioDigital contract.

572. Similarly, Truinject told Nestlé Skin Health, Inc., Galderma Labs, Galderma, S.A. and Nestlé Skin Health, S.A. that it had discussions with Allergan, Merz and Revance.

573. Truinject had a reasonable expectation of doing a deal with Allergan, Merz, and/or Revance.

574. Nestlé Skin Health, Inc., Galderma, S.A., and Galderma Labs knew of Truinject's prospective business relationship.

575. Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs intentionally and maliciously defeated Truinject's legitimate expectancy by among other things:

- Telling individuals at the 2016 Las Vegas Cosmetic meeting that Truinject's technology was not reliable and Truinject was unprofessional;
- Telling doctors that worked with Allergan and Merz during a dinner in La Jolla, California that Truinject's technology was unrealistic;
- Telling doctors that worked with Allergan and Merz that Truinject's technology was worthless during a dinner in New York.

576. Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs had no justification for its false statements to Truinject's potential customers.

577. As a result of Nestlé Skin Health, Inc., Galderma, S.A. and Galderma Labs' actions, Truinject has been harmed including;

- Poisoning the well of Truinject's potential customers; and
- Damaging Truinject's reputation.

COUNT IX
PATENT INFRINGEMENT ('836 PATENT) AGAINST NESTLÉ SKIN HEALTH, INC.

578. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

579. Truinject owns all rights to U.S. Pat. No. 9,792,836, which was validly issued.

580. Nestlé Skin Health, Inc. has infringed and continues to infringe directly, by inducement, and or/contributorily by manufacturing, using, selling, offering to sell, or importing a product which embodies one or more claims of the '836 patent.

581. Nestlé Skin Health, Inc.'s infringement has been direct by making, using, selling or offering to sell Holly.

582. Nestlé Skin Health, Inc.'s infringement has been indirect by providing doctors, nurses and other providers instructions on how to use the device and instructions on setting up the device to use Holly.

583. Nestlé Skin Health, Inc. knew about the publication of the '836 Patent Application and, therefore, has infringed the '836 Patent before it was issued under 35 U.S.C. § 154.

584. The infringement of the '836 patent by Nestlé Skin Health, Inc. has been and continues to be willful. Nestlé Skin Health, Inc. have and have had actual or constructive notice of the '836 patent under 35 U.S.C. § 287(a). This is an exceptional case under 35 U.S.C. § 285, without limitation, because of the willful infringement of the patent-in-suit.

585. The infringement of Nestlé Skin Health, Inc. has harmed and continues to harm Truinject.

586. Truinject is entitled to recover from Nestlé Skin Health, Inc. the damages sustained by Truinject as a result of their infringement in an amount to be determined at trial and, in any event, no less than a reasonable royalty under 35 U.S.C. § 284.

587. Truinject has suffered irreparable harm as a result of the infringement by Nestlé Skin Health, Inc. of the '836 patent. Unless Nestlé Skin Health, Inc.is enjoined by this Court from continuing their infringement of the '836 patent, Truinject will continue to suffer irreparable harm and impairment of the value of its patent rights.

COUNT X
PATENT INFRINGEMENT ('231 PATENT) AGAINST NESTLÉ SKIN HEALTH, INC.

588. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

589. Truinject owns all rights to U.S. Pat. No. 10,290,231.

590. Nestlé Skin Health, Inc. has infringed and continues to infringe directly, by inducement, and or/contributorily by manufacturing, using, selling, offering to sell, or importing a product which embodies one or more claims of the '231 patent. Nestlé Skin Health, Inc.'s infringement has been direct by making, using, selling or offering to sell Holly.

591. Nestlé Skin Health, Inc.'s infringement has been indirect by providing doctors, nurses and other providers instructions on how to use the device and instructions on setting up the device to use Holly.

592. Nestlé Skin Health, Inc. knew about the publication of the '231 Patent Application and, therefore, has infringed the '231 Patent before it was issued under 35 U.S.C. § 154.

593. Nestlé Skin Health, Inc.'s infringement of the '231 patent has been and continues to be willful. Nestlé Skin Health, Inc. has had actual or constructive notice of the '231 patent under 35 U.S.C. § 287(a). This is an exceptional case under 35 U.S.C. § 285, without limitation, because of the willful infringement of the patent-in-suit.

594. Nestlé Skin Health, Inc. infringement has harmed and continues to harm Truinject.

595. Truinject is entitled to recover from Nestlé Skin Health, Inc. the damages sustained by Truinject as a result of their infringement in an amount to be determined at trial and, in any event, no less than a reasonable royalty under 35 U.S.C. § 284.

596. Truinject has suffered irreparable harm as a result of Nestlé Skin Health, Inc.'s infringement of the '231 patent. Unless Nestlé Skin Health, Inc.is enjoined by this Court from continuing their infringement of the '231 patent, Truinject will continue to suffer irreparable harm and impairment of the value of its patent rights.

COUNT XI
PATENT INFRINGEMENT ('232 PATENT) AGAINST NESTLÉ SKIN HEALTH, INC.

597. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

598. Truinject owns all rights to U.S. Pat. No. 10,290,232, which was validly issued.

599. Nestlé Skin Health, Inc. has infringed and continues to infringe directly, by inducement, and or/contributorily by manufacturing, using, selling, offering to sell, or importing a product which embodies one or more claims of the '232 patent.

600. Nestlé Skin Health, Inc.'s infringement has been direct by making, using, selling or offering to sell Holly.

601. Nestlé Skin Health, Inc.'s infringement has been indirect by providing doctors, nurses and other providers instructions on how to use the device and instructions on setting up the device to use Holly.

602. Nestlé Skin Health, Inc., knew about the publication of the '232 Patent Application and, therefore, has infringed the '232 Patent before it was issued under 35 U.S.C. § 154.

603. Nestlé Skin Health, Inc.'s infringement of the '232 patent has been and continues to be willful. Nestlé Skin Health, Inc. has had actual or constructive notice of the '232 patent

under 35 U.S.C. § 287(a). This is an exceptional case under 35 U.S.C. § 285, without limitation, because of the willful infringement of the patent-in-suit.

604. Nestlé Skin Health, Inc.'s infringement has harmed and continues to harm Truinject.

605. Truinject is entitled to recover from Nestlé Skin Health, Inc. the damages sustained by Truinject as a result of Nestlé Skin Health, Inc.'s infringement in an amount to be determined at trial and, in any event, no less than a reasonable royalty under 35 U.S.C. § 284.

606. Truinject has suffered irreparable harm as a result of Nestlé Skin Health, Inc.'s infringement of the '232 patent. Unless Nestlé Skin Health, Inc. is enjoined by this Court from continuing its infringement of the '232 patent, Truinject will continue to suffer irreparable harm and impairment of the value of its patent rights.

COUNT XII
TRADE SECRET MISAPPROPRIATION UNDER THE DEFEND TRADE SECRET ACT (18 U.S.C. § 1836)—AGAINST GALDERMA, S.A., GALDERMA LABS, AND NESTLÉ SKIN HEALTH, INC.

607. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

608. The elements of trade secret misappropriation under DTSA are (1) the plaintiff possessed a trade secret, (2) the defendant misappropriated the trade secret, and (3) the defendant's conduct damaged the plaintiff. *CleanFish, LLC v. Sims*, Case No. 18-cv-03670-WHO, 2019 WL 2716293, at *3 (N.D. Cal. June 28, 2019) (citation and quotation omitted). "'Misappropriation' is the acquisition of a trade secret by a person who knows or should know the secret was acquired by improper means." *Teradata Corp. v. SAP SE*, Case No. 18-cv-03670-WHO, 2018 WL 6528009, at *3 (N.D. Cal. Dec. 12, 2018) (citing 18 U.S.C. § 1839(5)). Improper means includes "theft,

bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means." 18 U.S.C.A. § 1839(6)(A).

609. These elements are met here.

610. Truinject has information that was secret that derived actual or potential independent economic value because it was kept secret.

611. Truinject made reasonable efforts to keep the information secret.

612. Defendants misappropriated Truinject's information through improper means. Defendants' misappropriation of Truinject's information has been willful and malicious.

613. On 21 October 2014, Truinject was invited to demonstrate its training device, Kate, at Galderma Labs' headquarters in Ft. Worth, Texas. After that presentation was over, Galderma Labs was interested in learning more about Truinject and Kate.

614. On 22 October 2014, Scott McRae had a call with Truinject to discuss a potential business relationship between Truinject and Defendants.

615. On 28 October 2014, Scott McRae called Truinject to discuss an exclusive negotiation agreement between the Defendants and Truinject. The purpose of the exclusive negotiation agreement would be to allow Truinject to share its confidential information with Galderma and Galderma would evaluate a business relationship with Truinject and would result in a term sheet between the parties.

616. On 29 October 2014, Truinject signed the Confidential Disclosure Agreement between Galderma Labs and its affiliates and Truinject. The Agreement had an effective date of 23 October 2014.

617. A few days later, Scott McRae told Gabrielle Rios that the Defendants would need closer to three months to negotiate and review Truinject before doing any deal with Truinject, and Scott McRae encouraged Truinject to cancel all of its remaining meetings.

618. On 4 November 2014, Scott McRae called Gabrielle Rios saying that the Defendants wanted to do a deal with Truinject, and that McRae was being chewed out for not closing the Exclusive Negotiation Agreement between Truinject. The Exclusive Negotiation Agreement was signed on 10 November 2014. Scott McRae was aware of that Agreement and the confidentiality provision of that Agreement because he was actively involved in the negotiations of the Agreement. After signing the Exclusive Negotiation Agreement, Scott McRae asked Truinject for all information and slides or PowerPoint presentations related to Kate, Truinject's business plans, and the development of Kate and Truinject's other products.

619. On 14 November 2014, Scott McRae was on a call between Truinject, John Rogers, Matt Sogen and others for an information download. This included the development of Kate, a discussion of vendors that Truinject used to help build Kate, and the call outlined other information that McRae wanted to receive in order to evaluate the business relationship between Truinject and the Defendants.

620. Shortly after the 14 November 2014 meeting, McRae told Rios that the Defendants could acquire a head for $1,800.

621. On 26 November 2014, Truinject had another call with the Defendants. On the call for the Defendants was Jonas Tornsten and Scott McRae. During the call, Scott McRae asked for even more information about Kate's development and asked to test the sensors and learn more about the sensors.

622. On 3 December 2014, Scott McRae called Ms. Rios to let her know that the Defendants would be late making the first $25,000 payment under the Exclusive Negotiation Agreement. This shows that Scott McRae was aware of the Exclusive Negotiation Agreement, including the confidentiality provisions.

623. On 16 December 2014, Truinject was invited to a meeting at Galderma Labs' headquarters in Ft. Worth, Texas. During that meeting, Scott McRae, who was present, learned about Truinject's hardware, including durability, precision, repeatability, its software, including algorithms and software validation, manufacturing, including choice of partner, methodology capacity, product development plans such as how to adapt Kate to different product lines, the development of Kate and how it was developed in conjunction between live humans and anatomy reference books. The disclosure of this information included Truinject's trade secrets. Employees from Galderma, S.A. and Nestlé Skin Health, Inc. were present at the meeting and received the trade secrets.

624. On 17 December 2014, Scott McRae sent Truinject a summary of the 16 December meeting.

625. On 5 January 2015, Scott McRae downloaded files from a shared folder between Truinject and the Defendants. The information that Scott McRae downloaded included a PowerPoint presentation that contained trade secrets in the presenter notes and in the slide itself.

626. While under the protection of the CDA, Warren Winkelman, an employee of Nestlé Skin Health, Inc., read a 9 November 2015 New York Times article about medical training devices. That article identified the Chamberlain Group as one company that was working to develop realistic training devices. Winkelman read the New York Times article and said it blew his mind

because: (1) the feeling of a needle traveling to tissue was very subtle; and (2) training took place on patients or cadavers.

627. Winkelman is described as the creator and Chief Ideator and responsible for the development of Project Holly at Nestlé Skin Health. Winkelman was the head of Medical Innovation for Nestlé Shield, a global skin health innovation ecosystem centered in New York City.

628. After reading the article, Winkelman started Project Holly in November 2015, the same month of the New York Times article. Nestlé Skin Health, Inc. explored its ideas through 2016 and 2017 with prototype validation by December 2017.

629. Project Holly development involved 8 members from across Nestlé Health and Galderma based on what Warren Winkelman described as a linking configuration where each contributor has more than single expertise or ability to deliver different views on the same question. Nestlé Skin Health, Inc. used a lean start-up process model, using its resources carefully and cost effectively that included people from Galderma Labs and Galderma, S.A. The Defendants had medical education expertise in injecting and understood aesthetics and injectables based on selling their five drugs.

630. The Defendants, however, did not have any expertise with hardware and software firms dedicated to medical education and to build Holly. Because the Defendants did not have expertise in developing a training device or the software and technology needed to track an injection in a head, they partnered with other companies including the Chamberlain Group and BioDigital.

631. The Chamberlain Group began developing Holly, and sent Nestlé Skin Health, Inc. updates on the development. Leclercq received these updates including three-dimensional models

of Holly, images of how the model's face was casted, presentations about how Holly worked and developmental timelines.

632. On 23 February 2016, Stuart Raetzman invited Scott McRae to meet with Truinject in Washington, D.C. at the Grand Hyatt Hotel on 4 March 2016.

633. On 24 February 2016, the Defendants signed the CDA between Truinject and Defendants. The CDA was signed to allow Truinject to share its confidential and propriety information with Scott McRae.

634. On 4 March 2016, Gabrielle Rios and Steve Carlson from Truinject met with Stuart Raetzman, Pierre Street, and Scott McRae in Washington, D.C. at the Grand Hyatt Hotel. During that meeting, Truinject discussed its financials, the value driver of a partnership between Truinject and Nestlé, how Truinject developed Kate, and Truinject's other technology. Truinject also disclosed its financial projections of its company. This information constituted trade secrets

635. Scott McRae received this information because he attended that meeting.

636. In May 2016, while the discussions were ongoing between Truinject and the Defendants and subject to a CDA, Marco Valle, a Galderma Labs employee, was driving to a company dinner with Tiphany Lopez. Valle told Lopez about Truinject and what it had developed. Lopez was so excited about Truinject that she called Ms. Rios while still in the car.

637. Ms. Rios described Truinject's vision, technology and where Truinject was heading. Lopez said she was excited by the technology, how it was needed to train physicians and the market and asked what Truinject could do in the future.

638. Sometime after this phone call, Stacey Wright invited Valle and Lopez to attend a meeting with a company called Sector 5, which developed digital presentations and was retained to do a presentation on Galderma's manufacturing facility in Sweden.

639. During the meeting, Lopez pulled up Truinject's website and asked if Sector 5 could build something like Truinject.

640. Sector 5 was amazed and wanted to partner with Truinject because human anatomy was outside of Sector 5's expertise.

641. Lopez said that she wanted to repurpose what Truinject was doing. She said that other Galderma employees were building something at Nestlé SHIELD in New York and was about to see it.

642. On 28 April 2018, the Nestlé Skin Health, Inc. launched Holly, which is a competing device with Truinject's Kate. Galderma Labs and Galderma, S.A. employees knew of the launch.

643. Holly, the Nestlé Skin Health, Inc.'s device, was built using Truinject's trade secrets.

644. The launch of Holly caused confusion between Truinject's Kate and Defendants' Holly. Truinject was in discussion with Merz, a competitor of the Defendants. Based on the launch, Merz ended discussions with Truinject.

645. Truinject was unable to secure financing from strategic investors or do a deal with a pharmaceutical company because of Defendants' actions.

646. Truinject has lost out on its ability to use the information it developed over the course of years to its own benefit because the Defendants launched Holly.

647. Truinject has been harmed by Defendants' misappropriation, and is entitled to recover damages, including up to double damages and attorney's fees for willful and malicious misappropriation.

COUNT XIII
TRADE DRESS INFRINGEMENT (15 U.S.C. § 1125)—NESTLÉ SKIN HEALTH, INC.

648. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

649. Truinject's Kate's trade dress is distinctive.

650. Truinject owns all rights to Kate's trade dress.

651. Kate's trade dress is nonfunctional.

652. Nestlé Skin Health, Inc.'s Holly uses a trade dress similar to Truinject's Kate without the consent of Truinject.

653. Nestlé Skin Health, Inc.'s Holly has or is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of Holly's trade dress.

654. Truinject has been harmed or will be harmed by Nestlé Skin Health, Inc. infringing Truinject's trade dress.

655. Truinject is entitled to recover its damages for Nestlé Skin Health, Inc.'s infringement including, but not limited to, disgorgement of Nestlé Skin Health, Inc.'s profits.

656. Truinject has been and will continue to be irreparably harmed by Nestlé Skin Health, Inc.'s trade dress infringement unless the Court enjoins Nestlé Skin Health Inc.'s infringement.

COUNT XIV
VIOLATION OF DELAWARE UNIFORM TRADE SECRET ACT (6 *DEL. C.* §§ 2001-2009 – MISAPPROPRIATION OF TRADE SECRETS)—AGAINST GALDERMA, S.A., GALDERMA LABS, AND NESTLÉ SKIN HEALTH, INC.

657. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

658. Under DUTSA, the liability issue in an action for misappropriation of a trade secret has four elements: (1) Does a trade secret exist; *i.e.,* have the statutory elements-commercial utility

arising from secrecy and reasonable steps to maintain secrecy-been shown; (2) Has the secret been communicated by the plaintiff to the defendant; (3) Was such communication pursuant to an express or implied understanding that the secrecy of the matter would be respected; and (4) Has the secret information been improperly (e.g., in breach of that understanding) used or disclosed by the defendant to the injury of the plaintiff. *Triton Constr. Co., v. E. Shore Elec. Servs., Inc*., Civil Action No. 3290–VCP, 2009 WL 1387115, at *20 (Del. Ch. May 18, 2009).

659. Truinject has information that was secret and that derived actual or potential independent economic value because it was kept secret.

660. Truinject made reasonable efforts to keep the information secret.

661. Defendants misappropriated Truinject's information through improper means. Defendants' misappropriation of Truinject's information has been willful and malicious.

662. Truinject has been harmed by Defendants' misappropriation, and is entitled to recover damages, including up to double damages and attorney's fees for willful and malicious misappropriation.

COUNT XV
VIOLATION OF DELAWARE'S DECEPTIVE TRADE PRACTICE ACT (6 *DEL. C.* §§ 2531 *ET SEQ.*) — AGAINST GALDERMA, S.A., GALDERMA LABS, AND NESTLÉ SKIN HEALTH, INC.

663. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

664. The activities of Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs, Nestlé Skin Health Group and The Chamberlain Group, LLC as described above constitute deceptive trade practices by:

- Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship approval, or certification of goods or services;
- Causing a likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another,

- Disparaging the goods, services, or business of another by false or misleading representation of fact; or
- Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

665. The acts of these Defendants have caused irreparable injury and damage to Truinject for which Truinject has no adequate remedy at law.

666. Nestlé Skin Health, S.A., Galderma, S.A., Galderma Labs, Nestlé Skin Health Group and The Chamberlain Group, LLC have willfully engaged in the deceptive trade practices described above, entitling Truinject to treble damages and attorneys' fees under 6 *Del. C.* § 2533.

COUNT XVI
UNFAIR COMPETITION (CAL. BUS. AND PROF. CODE 17200) —AGAINST GALDERMA, S.A., GALDERMA LABS, AND NESTLÉ SKIN HEALTH, INC.

667. All previous allegations in the Complaint are incorporated herein by reference as if fully set forth in their entirety.

668. The acts and conduct of the above-listed Defendants as alleged in this Complaint are violations of California Business and Professions Code § 17200. Specifically, Defendants' actions constitute trade dress infringement, unlawful passing off, breach of contract, and unfair competition, and as a result they constitute an unlawful business practice in violation of Cal. Bus. & Prof. Code § 17200.

669. In addition, Galderma, S.A., Galderma Labs, and Nestlé Skin Health, Inc., violated federal laws for, at least, trade dress infringement and the Physician Payments Sunshine Act, and as a result, they constitute an unlawful business practice in violation of Cal. Bus. & Prof. Code § 17200.

670. Defendants' acts of unlawful competition have caused harm to competition, to consumers, and to competitors. Defendants' acts of unlawful competition have proximately caused Truinject to suffer injury in fact and loss of money and/or property in an amount to be

proven at trial. Defendants' acts of unlawful competition also have caused irreparable and incalculable injury to Truinject and to the Kate trade dress and to the business and goodwill represented thereby, and unless enjoined, could cause further irreparable and incalculable injury, whereby Truinject has no adequate remedy at law.

671. In addition, Defendants' acts constitute unlawful competition. After learning about Truinject's technology, Defendants concocted a plan to stall Truinject by leading them on to allow Defendants to launch their own competing product, thereby driving Truinject out of business, which would give Defendants control over injection training technology to the detriment of Truinject and Defendants' competitors.

672. After Defendants first saw Truinject's technology on 21 October 2014, Defendants wanted the technology and the potential market for themselves.

673. Defendants proposed an exclusive negotiation agreement and demanded that Truinject end all discussions with other pharmaceutical companies, beginning on 28 October 2014. Defendants reiterated this demand the next day. Finally, Truinject acquiesced to Defendants' demand, signing an exclusive negotiation agreement with an effective date of 5 November 2014.

674. With this agreement in place, Truinject shared its business plans with Defendants. But Defendants ended negotiations thirty minutes before a critical meeting, refused to pay the rest of the required payments under the ENA, and began bad-mouthing Truinject internally and externally.

675. The parties began meeting again in February 2016. Defendants repeatedly told Truinject that John Rogers was the final person that needed to see Truinject's technology. On 5 March 2016, Stuart Raetzman and Scott McCrea told Truinject that Rogers would need to review

Truinject's technology as the last step to completing a deal. Sjodin also told Ms. Rios that Rogers needed to inspect Truinject's technology for the deal to be finalized.

676. Finally, eleven months after Raetzman said that Rogers was the final step to completing a deal, Rogers visited Truinject's facility to evaluate Kate on 7 February 2017. If, the visit went well, and by all indications it did, the deal with the Defendants was finally to go through. But Truinject never heard from Defendants again.

677. On 4 April 2018, Dr. Doris Day unveiled the latest version of Kate to the world. On information and belief, Defendants were upset because Truinject was unveiling its product and preparing for a mass launch before Defendants. On information and belief, Raetzman and Leclercq wanted to launch Holly to prevent Truinject from gaining market power.

678. On information and belief, Defendants held a meeting to discuss Truinject on 20 April 2018. During that meeting, Defendants said they wanted to beat Truinject to mass market. Defendants further began a disinformation campaign against Truinject and its technology, calling Kate a toy, unrealistic and not focused on improving patient safety.

679. Upon information and belief, Defendants asked one of its consultants, Dr. Justin Harper, to ask Truinject for a demonstration of Kate and other technology. Dr. Harper did so on 20 April 2018. Dr. Harper reported back to Defendants on his interaction with Truinject. Upon information and belief, Lopez and the other Defendants asked Dr. Harper to test Holly and LucyLive no later than January 2018. Upon information and belief, Lopez shared Truinject's confidential information with Dr. Harper. Upon information and belief, Lopez and Dr. Harper, among others at Galderma Labs, Galderma, Nestlé Skin Health, Inc., and Nestlé Skin Health, S.A., have been using self-deleting technology to hide their conversations about Holly, LucyLive, Kate and Truinject.

680. After learning of Truinject's status, Defendants launched Holly and LucyLive, branding their infringing products as being created by Defendants and falsely claiming that they were a first of its kind. Defendants did so to muddy the market for Truinject and to limit Truinject's market potential.

681. Because of Defendants' acts and conduct, Truinject and consumers have suffered great harm including a destruction of a competitive and fair market. Defendants' acts and conduct are either a violation of antitrust laws or is an incipient violation of such laws.

682. The acts and conduct of Defendants as alleged above in this Complaint constitute unlawful, unfair, and/or fraudulent business acts or practices as defined by Cal. Bus. & Prof. Code § 17200 *et seq*.

VI. PRAYER FOR RELIEF

WHEREFORE, Truinject prays for relief including the following:

A. A judgment that Defendants have breached one or more contracts with Truinject;

B. A judgment that Defendants have willfully infringed Truinject's asserted patents and that this case is exceptional under 35 U.S.C. § 285;

C. A judgment that Defendants have infringed Truinject's trade dress;

D. A judgment that Defendants have misappropriated Truinject's trade secrets;

E. A judgment that Defendants tortiously interfered with Truinject's business expectancy;

F. A judgment that Defendants have engaged in unfair and unlawful competition in violation of California Business & Professions Code § 17200 *et seq*. and under 15 U.S.C. §§1-7;

G. A judgment awarding general, actual, compensatory and consequential damages in an amount to be determined at the time of trial;

H. A judgment awarding exemplary and punitive damages due to Defendants' intentional, willful, and malicious misconduct;

I. An order and judgment permanently enjoining Defendants and their officers, directors, agents, servants, employees, affiliates, attorneys, and all others acting in privity or in concert with them, and their parents, subsidiaries, divisions, successors and assigns, from further acts of infringement of Truinject's asserted patents, trade dress, and trade secrets;

J. A judgment ordering the disgorgement and restitution of all earnings, profits, compensation, and other ill-gotten gains obtained as a result of the unlawful actions and practices of Defendants;

K. A judgment awarding Truinject all damages adequate to compensate for Defendants' infringement of Truinject's patents and trade dress, Defendants' misappropriation of trade secrets, Defendants' breaches of contracts, Defendants' breach of the covenants of good faith and fair dealing, Defendants' tortious interference, and Defendants' fraud;

L. A judgment awarding Truinject all damages including treble damages based on any infringement found to be willful, pursuant to 35 U.S.C. § 284, together with prejudgment interest;

M. A judgment awarding Truinject damages based on any infringement, pursuant to 35 U.S.C. § 154;

N. A judgment awarding Truinject its costs pursuant to 35 U.S.C. § 284;

O. A judgment finding that this case is exceptional and awarding Truinject its attorney's fees in accordance with 35 U.S.C. § 285 and 15 U.S.C. § 1117;

P. A judgment awarding Truinject's Nestlé Skin Health's profits under 15 U.S.C. § 1117;

Q. A judgment awarding Truinject monetary compensation for the damage suffered under 15 U.S.C. § 1117;

R. A judgment awarding Truinject its costs pursuant to 15 U.S.C. § 1117;

S. A judgment awarding Truinject treble damages pursuant to 15 U.S.C. § 1117;

T. A judgment awarding Truinject its actual damages caused by Defendants' trade secret misappropriation and in any event no less than a reasonable royalty under 18 U.S.C. § 1836 and Delaware Code § 2003;

U. A judgment awarding Truinject any unjust enrichment received by Defendants and caused by Defendants' trade secret misappropriation under 18 U.S.C. § 1836 and Delaware Code § 2003;

V. An order finding Defendants' misappropriation is willful and malicious under 18 U.S.C. § 1836 and Delaware Code § 2003;

W. A judgment awarding Truinject double any damages for trade secret misappropriation under 18 U.S.C. § 1836 and Delaware Code § 2003;

X. A judgment awarding Truinject punitive damages on account of Defendants' fraudulent and malicious conduct;

Y. A judgment awarding Truinject its costs and attorneys' fees incurred by Truinject in prosecuting this action;

Z. A judgment assigning to Truinject all of Nestlé Skin Health's intellectual property, invention rights and any other rights or property resulting from Nestlé Skin Health exposure to, evaluation of and contact with Truinject's Confidential Information disclosed; and

AA. Any other remedy to which Truinject may be entitled or the Court deems just and proper.

VII. JURY DEMAND

Truinject requests this case be tried to a jury on all issues triable by a jury under Federal Rule of Civil Procedure 38.

SMITH KATZENSTEIN & JENKINS LLP

/s/ Neal C. Belgam

David A. Jenkins (No. 932)
Neal C. Belgam (No. 2721)
1000 West Street, Suite 1501
Wilmington DE 19801
Phone: 302-652-8400
Fax: 302-652-8405
djenkins@skjlaw.com
nbelgam@skjlaw.com

Leo R. Beus (admitted *Pro Hac Vice*)
L. Richard Williams (admitted *Pro Hac Vice)*
K. Reed Willis (admitted *Pro Hac Vice*)
BEUS GILBERT PLLC
701 North 44th Street
Phoenix, AZ 85008
480-429-3000
lbeus@beusgilbert.com
rwilliams@beusgilbert.com
rwillis@beusgilbert.com

April 30, 2020

Attorneys for Truinject Corp.