

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

INNOVAMED HEALTH LLC and  
PRECISION HOLDINGS USA INC.,

Plaintiffs,

**v.**

MANAMED INC.,

Defendant.



Case No. 4:22-cv-359

## JURY TRIAL DEMANDED

## COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Innovamed Health LLC (“Innovamed”) and Precision Holdings USA Inc. (“Precision”) (collectively, “Plaintiffs”) for its Complaint against Defendant ManaMed Inc. (“ManaMed” or “Defendant”) alleges as follows:

## THE PARTIES

1. Innovamed is a limited liability company organized and existing under the laws of Texas with a principal place of business at 10 Westelm Garden, San Antonio, Texas 78230-2632.

2. Precision is a corporation organized and existing under the laws of California with a principal place of business at 2217 Plaza Dr. Rocklin, California 95765.

3. Upon information and belief, ManaMed is a corporation organized and existing under the laws of Nevada with a principal place of business at 5240 W Charleston Blvd, Las Vegas, Nevada 89146. Upon information and belief, ManaMed has a place of business in this District at 2612 Sirius Dr., Denton, Texas 76208.

### **JURISDICTION AND VENUE**

4. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Venue is proper in this Judicial District pursuant to 28 U.S.C. §§ 1391 and 1400(b). Upon information and belief, ManaMed maintains a regular and established physical place of business in this District including, at least, a distribution center located at 2612 Sirius Dr., Denton, Texas 76208. Upon information and belief, ManaMed employs full-time personnel in this District, at least at this location. Furthermore, upon information and belief, ManaMed is registered to conduct business in the state of Texas and has a Texas Taxpayer Number of 32079024744. ManaMed has conducted and continues to conduct business in this District, and has committed and continues to commit acts of patent infringement in this District.

6. This Court has personal jurisdiction over ManaMed. Upon information and belief, ManaMed regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this District and/or has contributed to patent infringement by others in this District, the state of Texas, and elsewhere in the United States, including with respect to its products discussed below.

7. ManaMed is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and District, including (a) at least part of its past infringing activities, (b) regularly doing or soliciting business in Texas, and/or (c) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

**PATENTS-IN-SUIT**

8. On August 28, 2018, the United States Patent and Trademark Office duly and legally issued U.S. Patent 10,058,475 (“the ’475 Patent”) entitled “Portable Intermittent Pneumatic Compression System.” A true and correct copy of the ’475 Patent is attached hereto as Exhibit A.

9. On February 9, 2021, the United States Patent and Trademark Office duly and legally issued U.S. Patent 10,912,704 (“the ’704 Patent”) entitled “Portable Intermittent Pneumatic Compression System.” A true and correct copy of the ’704 Patent is attached hereto as Exhibit B.

10. Innovamed is the sole and exclusive owner of all right, title, and interest to and in the ’704 Patent and the ’475 Patent (collectively, the “Patents-in-Suit”), and holds the exclusive right to take all actions necessary to enforce its rights to the Patents-in-Suit, including the filing of this patent infringement lawsuit. Innovamed also has the right to recover all damages for past, present, and future infringement of the Patents-in-Suit and to seek injunctive relief as appropriate under the law.

11. Precision is an exclusive licensee of the Patents-in-Suit, with the license running to Precision’s wholly owned subsidiaries.

**FACTUAL ALLEGATIONS**

12. The technology of the Patents-in-Suit was developed at Innovamed. Innovamed’s founders recognized the need for a portable compression device that could help alleviate deep vein thrombosis.

13. Innovamed filed Provisional Application No. 61/794,235 on March 15, 2013. On March 17, 2014, Innovamed then filed Utility Application No. 14/217,213 therefrom, which issued as the '475 Patent on August 28, 2018.

14. Innovamed filed Utility Application No. 16/045,870 on July 26, 2018, which was a continuation of Utility Application No. 14/217,213, and issued as the '704 Patent on February 9, 2021.

15. The '475 Patent is generally directed to an intermittent pneumatic compression system that is wrapped around a patient's extremity, such as a leg, for prophylactic compression of the leg to avoid deep vein thrombosis. The compression system of the '475 Patent generally provides for a portable battery-operated system that avoids tubes that create a tripping hazard for the patient. The compression system is generally arranged with an inflatable bladder having a divider creating at least two sections and having a pressure sensor for measuring air pressure.

16. The '704 Patent is generally directed to an intermittent pneumatic compression system that is wrapped around a patient's extremity, such as a leg, for prophylactic compression of the leg to avoid deep vein thrombosis. The compression system of the '704 Patent generally provides for a portable battery-operated system that avoids tubes that create a tripping hazard for the patient. The compression system is generally arranged with an inflatable bladder having a divider creating at least two sections and having a pressure sensor for measuring air pressure, and where the system module for controlling the system is mounted onto the bladder.

17. In or about January 2014, Innovamed licensed its portable compression device technology to DJO, LLC ("DJO"), a global medical device company. Upon information and belief, incorporating the innovations of the '475 Patent, DJO marketed and sold the VenaPro®, a portable compression device for post-operative deep vein thrombosis.

18. Upon information and belief, ManaMed was incorporated in California on February 6, 2015, four months after the application leading to the '475 Patent was first published, on October 9, 2014, and a year after Innovamed first licensed DJO to distribute Innovamed's portable compression device technology under the VenaPro® label.

19. Upon information and belief, Trevor Theriot ("Theriot"), John Lasso ("Lasso"), and Joseph Horton ("Horton") are the principals, officers, and/or directors of ManaMed. Upon information and belief, Theriot, Lasso, and Horton previously were distributors of DJO's VenaPro® product line, which incorporates the innovations described in the '475 Patent and '704 Patent.

20. Upon information and belief, from 2007 to 2015, DJO employed Horton as a Vascular Sales Specialist. Upon information and belief, in his role as DJO salesman, Horton was responsible for selling the VenaPro® product line. Furthermore, upon information and belief, Theriot and Lasso were outside sales representatives who both sold the VenaPro® product line. Upon information and belief, Horton, Theriot, and Lasso were also familiar with the structure and benefits of the VenaPro® product line.

21. Upon information and belief, ManaMed began manufacturing, distributing, and selling its competing product in 2016 called the "PlasmaFlow."

22. Upon information and belief, Grandway Healthcare Limited is a manufacturer for ManaMed.

23. Upon information and belief, Medline Industries, Inc. is a distributor for ManaMed. Upon information and belief, ManaMed also distributes in the United States its PlasmaFlow product under the label "Hemo-Force Mobile" by Medline Industries, Inc.

24. ManaMed has manufactured, used, marketed, distributed, sold, offered for sale,

exported from, and/or imported into the United States, products that infringe the Patents-in-Suit. For example, portable deep vein thrombosis compression products such as the PlasmaFlow and PlasmaFlight, upon information and belief, infringe the Patents-in-Suit.



25. ManaMed has infringed and is continuing to infringe the Patents-in-Suit by making, using, selling, offering to sell, importing, and/or by actively inducing others to make, use, sell, offer to sell and/or import, accused products that comprise and utilize portable deep vein thrombosis compression technology. The accused products include, but are not limited to, the PlasmaFlow and the PlasmaFlight (“the Accused Products”).

26. Upon information and belief, ManaMed had knowledge of the ’475 Patent, because Theriot, Lasso, and Horton each sold DJO’s VenaPro® product line in 2014 and were aware of “patents pending” on those devices. On further information and belief, ManaMed had knowledge of the patent application that led to the ’475 Patent, which published on October 9, 2014, four months before Theriot, Lasso, and Horton formed ManaMed to compete with the VenaPro® product line. On further information and belief, ManaMed had knowledge of the

<sup>1</sup> <https://www.manamed.com/products/plasmaflow-compression-device>

<sup>2</sup> <https://www.manamed.com/products/plasmaflight>

'475 Patent at least in 2018 and had knowledge that the '475 Patent protected the VenaPro® product line. ManaMed also had knowledge of the '475 Patent as a result of the filing of this Complaint.

27. Upon information and belief, ManaMed also had knowledge of the '704 Patent, which is a continuation of the patent application that issued as the '475 Patent. On further information and belief, ManaMed had knowledge of the '704 Patent at least in 2021 and had knowledge that the '704 Patent protected the VenaPro® product line. ManaMed also had knowledge of the '704 Patent as a result of the filing of this Complaint.

28. ManaMed's infringement of the Patents-in-Suit is willful. ManaMed continues to commit acts of infringement despite a high likelihood that its actions constitute infringement, and ManaMed knew or should have known that its actions constituted an unjustifiably high risk of infringement.

## **COUNT I**

### **(Infringement of the '475 Patent)**

29. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as if fully set forth herein.

30. Plaintiffs' have not licensed or otherwise authorized ManaMed to make, use, offer for sale, sell, or import any product(s) that embody the inventions of the '475 Patent.

31. ManaMed has and continues to directly infringe the '475 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '475 Patent. Upon information

and belief, these products include at least the Accused Products, such as those which comprise portable deep vein thrombosis compression technology.

32. For example, ManaMed has and continues to directly infringe at least claim 16 of the '475 Patent by making, using, offering to sell, selling, and/or importing into the United States products that comprise a portable intermittent pneumatic compression system comprising: an air pumping module comprising a power supply, an electronic control unit, and a valve with an inflation port, wherein said electronic control unit is adapted to control said valve; and a flexible inflatable wrap comprising an inflatable bladder with a first end and a second end that is coupled to said inflation port, and a surface that is adapted to contact a user, wherein said flexible inflatable wrap is directly coupled to said air pumping module; wherein said inflatable bladder comprises a first section and a second section separated by a divider that provides a passageway from said first section to said second section, wherein said inflation port is connected within said first section adjacent to said first end of said inflatable bladder and near a surface of said divider, and a pressure sensor that is adapted to measure an air pressure of said inflatable bladder is connected within said second section adjacent to said first end of said inflatable bladder and near an opposite surface of said divider, wherein said air flows from said inflation port to said pressure sensor through said first section; and wherein said valve is adapted to enable air to flow only from said inflation port to said inflatable bladder through a first connection line to said first section to inflate said inflatable bladder, wherein said pressure sensor measures said air pressure of said inflatable bladder through a second connection line to said second section, wherein the second connection line is only used for measuring the air pressure of said inflatable bladder.

33. ManaMed's PlasmaFlow is an exemplary product that infringes at least claim 16 of the '475 Patent. Upon information and belief, other products provided by ManaMed infringe the '475 Patent.

34. The Accused Products are portable intermittent compression systems comprising an air pumping module comprising a power supply, an electronic control unit, and a valve with an inflation port. For example, upon information and belief, the ManaMed PlasmaFlow is a portable intermittent pneumatic compression system that comprises an air pumping module comprising a power supply, an electronic control unit, and a valve with an inflation port.

35. The Accused Products comprise an electronic control unit that is adapted to control the valve. For example, upon information and belief, the ManaMed PlasmaFlow has an electronic control unit that is adapted to control the valve.

36. The Accused Products comprise a flexible inflatable wrap comprising an inflatable bladder with a first end and a second end that is coupled to the inflation port, and a surface that is adapted to contact a user. For example, upon information and belief, the ManaMed PlasmaFlow has a flexible inflatable wrap comprising an inflatable bladder with a first end and a second end that is coupled to the inflation port, and a surface that is adapted to contact a user.

37. The Accused Products comprise a flexible inflatable wrap that is directly coupled to the air pumping module. For example, upon information and belief, the ManaMed PlasmaFlow has a flexible inflatable wrap that is directly coupled to the air pumping module.

38. The Accused Products comprise an inflatable bladder with a first section and a second section separated by a divider that provides a passageway from the first section to the second section. For example, upon information and belief, the ManaMed PlasmaFlow has an

inflatable bladder with a first section and a second section separated by a divider that provides a passageway from the first section to the second section.

39. The Accused Products comprise an inflation port that is connected within the first section adjacent to the first end of the inflatable bladder and near a surface of the divider. For example, upon information and belief, the ManaMed PlasmaFlow has an inflation port that is connected within the first section adjacent to the first end of the inflatable bladder and near a surface of the divider.

40. The Accused Products comprise a pressure sensor that is adapted to measure an air pressure of the inflatable bladder and is connected within the second section adjacent to the first end of the inflatable bladder and near an opposite surface of the divider. For example, upon information and belief, the ManaMed PlasmaFlow has a pressure sensor that is adapted to measure an air pressure of the inflatable bladder and is connected within the second section adjacent to the first end of the inflatable bladder and near an opposite surface of the divider.

41. The Accused Products comprise a system wherein air flows from the inflation port to the pressure sensor through the first section. For example, upon information and belief, the ManaMed PlasmaFlow comprises a system wherein air flows from the inflation port to the pressure sensor through the first section.

42. The Accused Products comprise a valve that is adapted to enable air to flow only from the inflation port to the inflatable bladder through a first connection line to the first section to inflate the inflatable bladder. For example, upon information and belief, the ManaMed PlasmaFlow has a valve that is adapted to enable air to flow only from the inflation port to the inflatable bladder through a first connection line to the first section to inflate the inflatable bladder.

43. The Accused Products comprise a pressure sensor that measures the air pressure of the inflatable bladder through a second connection line to the second section. For example, upon information and belief, the ManaMed PlasmaFlow has a pressure sensor that measures the air pressure of the inflatable bladder through a second connection line to the second section.

44. The Accused Products comprise a second connection line that is only used for measuring the air pressure of the inflatable bladder. For example, upon information and belief, the ManaMed PlasmaFlow has a second connection line that is only used for measuring the air pressure of the inflatable bladder.

45. Upon information and belief, ManaMed had knowledge of the '475 Patent and notice of their infringement of the '475 Patent no later than August 28, 2018. ManaMed also had knowledge of the '475 Patent and notice of their infringement of the '475 Patent as a result of the filing of this Complaint.

46. Upon information and belief, ManaMed has indirectly infringed and continues to indirectly infringe the '475 Patent by actively inducing and contributing to the infringement of the '475 Patent by others, such as ManaMed's customers and end-users of the Accused Products in this District and elsewhere in the United States.

47. For example, upon information and belief, ManaMed's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use, manufacture, importation, sell, and/or offer for sale the inventions claimed in the '475 Patent. Upon information and belief, ManaMed induces this direct infringement through its affirmative acts of manufacturing, importing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they make, import, sell, offer for sale, and/or use the

Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation.<sup>3</sup> Upon information and belief, because of ManaMed's inducement, ManaMed's customers and end-users make, import, sell, offer for sale, and/or use the Accused Products in a way ManaMed intends and directly infringe the '475 Patent. Upon information and belief, ManaMed performs these affirmative acts with knowledge of the '475 Patent and with the intent, or willful blindness, that the induced acts directly infringe the '475 Patent.

48. Upon information and belief, ManaMed's affirmative acts of manufacturing, importing, selling, and/or offering to sell the Accused Products in this District and elsewhere in the United States and causing the Accused Products to be manufactured, imported, used, sold, and/or offered for sale contributes to the direct infringement of the '475 Patent by others. Upon information and belief, the Accused Products are material to the invention of the '475 Patent, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by ManaMed to be especially made or adapted for use in the infringement of the '475 Patent. Upon information and belief, ManaMed performs these affirmative acts with knowledge of the '475 Patent and with intent, or willful blindness, that they cause the direct infringement of the '475 Patent.

49. Plaintiffs have suffered damages, and will continue to suffer damages, as a result of ManaMed's direct and indirect infringement of the '475 Patent in an amount to be proved at trial.

50. Plaintiffs have suffered, and will continue to suffer, irreparable harm as a result of ManaMed's infringement of the '475 Patent, for which there is no adequate remedy at law,

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<sup>3</sup> <https://www.manamed.com/products/plasmaflow-compression-device>

unless ManaMed's infringement is enjoined by this Court. Accordingly, Plaintiffs seek a permanent injunction enjoining ManaMed from making, using, importing, offering to sell, and/or selling the Accused Products, including at least all versions and variants of the ManaMed PlasmaFlow and PlasmaFlight.

51. ManaMed has, within the meaning of 35 U.S.C. § 284, committed and continues to commit acts of infringement that ManaMed actually knew or should have known constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '475 Patent. ManaMed's direct and indirect infringement of the '475 Patent has been and continues to be willful, intentional, deliberate, and/or in conscious disregard of Plaintiffs' rights under the patent. Plaintiffs are entitled to an award of treble damages, reasonable attorney fees, and costs in bringing this action.

## **COUNT II**

### **(Infringement of the '704 Patent)**

52. Plaintiffs reallege and incorporate by reference the foregoing paragraphs as if fully set forth herein.

53. Plaintiffs have not licensed or otherwise authorized ManaMed to make, use, offer for sale, sell, or import any products that embody the inventions of the '704 Patent.

54. ManaMed has and continues to directly infringe the '704 Patent, either literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, using, offering to sell, selling, and/or importing into the United States products that satisfy each and every limitation of one or more claims of the '704 Patent. Upon information and belief, these products include at least the Accused Products, such as those which comprise portable deep vein thrombosis compression technology.

55. For example, ManaMed has and continues to directly infringe at least claim 1 of the '704 Patent by making, using, offering to sell, selling, and/or importing into the United States products that comprise a portable intermittent pneumatic compression system comprising: an air pumping module comprising a power supply, an electronic control unit, a first pressure port, and a valve with at least an inflation port, wherein said electronic control unit is adapted to control said valve; a flexible wrap comprising an inflatable bladder with a first section and a second section that is connected to said first section through a passageway, with said inflation port coupled to said first section of said inflatable bladder through a first line that is connected to a first portion of said air pumping module; and a pressure sensor for measuring an air pressure of said inflatable bladder through said first pressure port that is coupled to said second section of said inflatable bladder through a second line that is connected to a second portion of said air pumping module, wherein said first pressure port is the only pressure sensing port coupled to said air pumping module; wherein said flexible wrap is adapted to be worn by a user and said air pumping module is mounted on said inflatable bladder, wherein said first portion of said air pumping module is mounted to said first section of said inflatable bladder through said flexible wrap and said second portion of said air pumping module is mounted to said second section of said inflatable bladder through said flexible wrap; and wherein said valve enables air to flow from said inflation port to said first section through said first line to inflate said inflatable bladder and said air pressure is measured by said pressure sensor through said second line that does not provide air to inflate said inflatable bladder.

56. ManaMed's PlasmaFlow is an exemplary product covered by at least claim 1 of the '704 Patent. Upon information and belief, other products provided by ManaMed infringe the '704 Patent.

57. The Accused Products are portable intermittent pneumatic compression systems comprising an air pumping module comprising a power supply, an electronic control unit, a first pressure port, and a valve with at least an inflation port. For example, upon information and belief, the ManaMed PlasmaFlow has an air pumping module comprising a power supply, an electronic control unit, a first pressure port, and a valve with at least an inflation port.

58. The Accused Products comprise an electronic control unit that is adapted to control the valve. For example, upon information and belief, the ManaMed PlasmaFlow has an electronic control unit that is adapted to control the valve.

59. The Accused Products comprise a flexible wrap comprising an inflatable bladder with a first section and a second section that is connected to the first section through a passageway, with the inflation port coupled to the first section of the inflatable bladder through a first line that is connected to a first portion of the air pumping module. For example, upon information and belief, the ManaMed PlasmaFlow has a flexible wrap comprising an inflatable bladder with a first section and a second section that is connected to the first section through a passageway, with the inflation port coupled to the first section of the inflatable bladder through a first line that is connected to a first portion of the air pumping module.

60. The Accused Products comprise a pressure sensor for measuring an air pressure of the inflatable bladder through the first pressure port that is coupled to the second section of the inflatable bladder through a second line that is connected to a second portion of the air pumping module. For example, upon information and belief, the ManaMed PlasmaFlow has a pressure sensor for measuring an air pressure of the inflatable bladder through the first pressure port that is coupled to the second section of the inflatable bladder through a second line that is connected to a second portion of the air pumping module.

61. The Accused Products comprise a first pressure port that is the only pressure sensing port coupled to the air pumping module. For example, upon information and belief, the ManaMed PlasmaFlow has a first pressure port that is the only pressure sensing port coupled to the air pumping module.

62. The Accused Products comprise a flexible wrap that is adapted to be worn by a user and the air pumping module is mounted on the inflatable bladder. For example, upon information and belief, the ManaMed PlasmaFlow has a flexible wrap that is adapted to be worn by a user and the air pumping module is mounted on the inflatable bladder.

63. The Accused Products comprise a first portion of the air pumping module that is mounted to the first section of the inflatable bladder through the flexible wrap and the second portion of the air pumping module is mounted to the second section of the inflatable bladder through the flexible wrap. For example, upon information and belief, the ManaMed PlasmaFlow has a first portion of the air pumping module that is mounted to the first section of the inflatable bladder through the flexible wrap and the second portion of the air pumping module is mounted to the second section of the inflatable bladder through the flexible wrap.

64. The Accused Products comprise a valve that enables air to flow from the inflation port to the first section through the first line to inflate the inflatable bladder and the air pressure is measured by the pressure sensor through the second line that does not provide air to inflate the inflatable bladder. For example, upon information and belief, the ManaMed PlasmaFlow has a valve that enables air to flow from the inflation port to the first section through the first line to inflate the inflatable bladder and the air pressure is measured by the pressure sensor through the second line that does not provide air to inflate the inflatable bladder.

65. Upon information and belief, ManaMed had knowledge of the '704 Patent and notice of their infringement of the '704 Patent no later than February 9, 2021. ManaMed also had knowledge of the '704 Patent and notice of their infringement of the '704 Patent as a result of the filing of this Complaint.

66. Upon information and belief, ManaMed has indirectly infringed and continues to indirectly infringe the '704 Patent by actively inducing and contributing to the infringement of the '704 Patent by others, such as ManaMed's customers and end-users of the Accused Products in this District and elsewhere in the United States.

67. For example, upon information and belief, ManaMed's customers and end-users directly infringe, either literally or under the doctrine of equivalents, through their use, manufacture, importation, sale, and/or offer to sell the inventions claimed in the '704 Patent. Upon information and belief, ManaMed induces this direct infringement through its affirmative acts of manufacturing, importing, selling, distributing, and/or otherwise making available the Accused Products, and providing instructions, documentation, and other information to customers and end-users suggesting that they make, import, sell, offer for sale, and/or use the Accused Products in an infringing manner, including technical support, marketing, product manuals, advertisements, and online documentation.<sup>4</sup> Upon information and belief, because of ManaMed's inducement, ManaMed's customers and end-users make, import, sell, offer for sale, and/or use the Accused Products in a way ManaMed intends and directly infringe the '704 Patent. Upon information and belief, ManaMed performs these affirmative acts with knowledge of the '704 Patent and with the intent, or willful blindness, that the induced acts directly infringe the '704 Patent.

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<sup>4</sup> <https://www.manamed.com/products/plasmaflow-compression-device>

68. Upon information and belief, ManaMed's affirmative acts of manufacturing, importing, selling, and/or offering to sell the Accused Products in this District and elsewhere in the United States and causing the Accused Products to be manufactured, imported, used, sold, and/or offered for sale contributes to the direct infringement of the '704 Patent by others. Upon information and belief, the Accused Products are material to the invention of the '704 Patent, are not staple articles or commodities of commerce, have no substantial non-infringing uses, and are known by ManaMed to be especially made or adapted for use in the infringement of the '704 Patent. Upon information and belief, ManaMed performs these affirmative acts with knowledge of the '704 Patent and with intent, or willful blindness, that they cause the direct infringement of the '704 Patent.

69. Plaintiffs have suffered damages, and will continue to suffer damages, as a result of ManaMed's direct and indirect infringement of the '704 Patent in an amount to be proved at trial.

70. Plaintiffs have suffered, and will continue to suffer, irreparable harm as a result of ManaMed's infringement of the '704 Patent, for which there is no adequate remedy at law, unless ManaMed's infringement is enjoined by this Court. Accordingly, Plaintiffs seek a permanent injunction enjoining ManaMed from making, using, importing, offering to sell, and/or selling the Accused Products, including at least all versions and variants of the ManaMed PlasmaFlow and PlasmaFlight.

71. ManaMed has, within the meaning of 35 U.S.C. § 284, committed and continues to commit acts of infringement that ManaMed actually knew or should have known constituted an unjustifiably high risk of infringement of at least one valid and enforceable claim of the '704 Patent. ManaMed's direct and indirect infringement of the '704 Patent has been and continues to

be willful, intentional, deliberate, and/or in conscious disregard of Plaintiffs' rights under the '704 Patent. Plaintiffs are entitled to an award of treble damages, reasonable attorney fees, and costs in bringing this action.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for relief against Defendant as follows:

- A. Entry of judgment declaring that ManaMed has directly and/or indirectly infringed one or more claims of each of the Patents-in-Suit;
- B. Entry of judgment declaring that ManaMed's infringement of the Patents-in-Suit is willful;
- C. Entry of a permanent injunction enjoining ManaMed from making, using, importing, offering to sell, and/or selling the Accused Products;
- D. An order awarding damages sufficient to compensate Plaintiffs for Defendant's infringement of the Patents-in-Suit, but in no event less than a reasonable royalty, including supplemental damages post-verdict, together with pre-judgment and post-judgment interest and costs;
- E. Enhanced damages pursuant to 35 U.S.C. § 284;
- F. Entry of judgment declaring that this case is exceptional and awarding Plaintiffs' costs and reasonable attorney fees under 35 U.S.C. § 285;
- G. An accounting for acts of infringement;
- H. Such other equitable relief which may be requested and to which the Plaintiffs are entitled; and

I. Such other and further relied as the Court deems just and proper.

Dated: April 29, 2022

Respectfully submitted,

/s/ Michael E. Jones

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