

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

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Surfacide LLC,

Plaintiff,

v.

UVC Cleaning Systems, Inc.,

Defendant.

Case No. 1:23-cv-10335

Honorable Thomas L. Ludington  
United States District Judge

**AMENDED COMPLAINT**

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Plaintiff Surfacide LLC (“Surfacide” or “Plaintiff”), through its undersigned attorneys,  
for its Complaint against Defendant UVC Cleaning Systems, Inc. (“UVC” or “Defendant”) states  
and alleges as follows:

**NATURE OF THE ACTION**

1. This is a civil action for patent infringement under federal law resulting from Defendant manufacturing or causing to be manufactured, offering to sell, selling, offering to lease, leasing, distributing, and/or importing into the United States ultraviolet cleaning towers that infringe issued patents owned by Surfacide.

**THE PARTIES**

2. Plaintiff Surfacide LLC is a Delaware Limited Liability Company having its principal place of business at W 226 N 918, Northmound Dr., Bldg. 300, Waukesha, Wisconsin, 53186.

3. On information and belief, Defendant UVC Cleaning Systems, Inc. is a corporation incorporated under the laws of Michigan with its principal place of business at 2799 Hurds Corner Road, Cass City, Michigan, 48726.

### **JURISDICTION AND VENUE**

4. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 101, *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1332, and 1338(a).

5. This Court has personal jurisdiction over UVC because UVC has a regular and established place of business in this District and thus resides in this District.

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because as a Michigan corporation, UVC resides in this District. Venue also is proper under 28 U.S.C. § 1400(b) as UVC has committed acts of infringement in this District and has maintained a regular and established place of business in this District.

### **BACKGROUND**

7. Founded in 2010, Surfacide manufactures and sells the world's only patented linked triple-emitter "robotic" UV-C light solution to inactivate many bacteria and viruses. As a result, Surfacide's UV-C light solutions have been deployed in more than 500 hospitals, nursing homes, dental offices, fire stations, police stations, commercial office spaces, hotels, and assorted other public venues worldwide.

8. Surfacide and UVC are direct competitors in the ultraviolet light-based, low-level, hard-surface disinfection systems industry, including the sale, lease, and distribution of ultraviolet light towers.

### **THE PATENTS-IN-SUIT**

9. United States Patent No. 9,279,059 ("the '059 Patent") issued on March 1, 2016, and is attached as Exhibit 1.

10. The '059 Patent is entitled "Hard-Surface Disinfection System."

11. Surfacide is the owner of all right, title, and interest in the '059 Patent.

12. United States Patent No. 9,782,505 (“the ‘505 Patent”) issued on October 10, 2017, and is attached as Exhibit 2.

13. The ‘505 Patent is entitled “Hard-Surface Disinfection System.”

14. Surfacide is the owner of all right, title, and interest in the ‘505 Patent.

15. United States Patent No. 10,568,981 (“the ‘981 Patent”) issued on February 25, 2020, and is attached as Exhibit 3.

16. The ‘981 Patent is entitled “Hard-Surface Disinfection System.”

17. Surfacide is the owner of all right, title, and interest in the ‘981 Patent.

### **UVC’S INFRINGING CONDUCT**

18. UVC’s business involves the sale and leasing of ultraviolet disinfection products that are sold and used as systems. *See* Exhibit 4 at 19 (describing “Easiest purchasing options from lease to purchase.”). UVC has previously emphasized its systems in its advertising, including previous versions of its website. For example, on May 28, 2022, the UVC website included the following statements:

- “From 20 to 2340 watts, our high powered **systems** allows [*sic*] for large area decontamination in less time. More power equals a more efficient reduction of microorganisms at further distances from the UVC source.”

- “UVC Disinfection Lighting **Systems** Built in the USA

Germicidal UV that kills fungus, mold, viruses, bacteria, and viruses-including COVID

Our flexible contamination **systems** are safe, high powered, simple and effective. Designed for mobility and integration, they will easily fit into your infection control program. Ideal for hospital use and any environment where harmful bacteria and viruses exist.”

- “We Made UV Light Decontamination Easy and Affordable!

Our units are portable, making delivery and setup a breeze. We’ll show you just how quick and easy it is to roll our **system** into place, use the remote control, and get 99.999% whole room decontamination. Our patent-pending technology takes

the guesswork out of decontamination with light.”

Exhibit 5 at 3, 4, 10-11 respectively

(<https://web.archive.org/web/20220528195917/https://www.uvccleaningsystems.com/>).

19. UVC continues to emphasize that its products are sold in systems. For example,

UVC’s LinkedIn page states:

“UVC Cleaning Systems is committed to reducing infections and illnesses caused by bacteria and viruses, which affect millions of people on a global scale. We have taken an engineering approach at solving healthcare problems by designing equipment that provides the highest level of quality for your applications. **UVC disinfection with light is used as an effective environmental disinfectant and our flexible decontamination systems fit many environments for infection control.** UVC Cleaning Systems focuses on the creation of effective products that fit the people and the environment in which they are used to lower the cost of health care and improve the wellness of people around the world.”

Exhibit 6.

20. Furthermore, UVC encourages customers to obtain its products in multiples, *i.e.*, systems, including by offering discounts for multiple units, *e.g.*, “When you lease 4, 8, or even more units, special discounts are applied!” Exhibit 8 at 3.

21. The key to the “UVC Disinfection Lighting Systems” has at times relevant to this Amended Complaint been the promotion of and the ability and instruction to “link” its individual products. UVC has promoted the ability to link its devices and the advantages of “Linked Devices” on its Technology Overview webpage where it has described “Linked Devices,” including as follows:

All linked devices work together to determine the appropriate accumulated UVC dosage. This means that if there [are] 4 linked devices in a single room, each device will accumulate UVC until all of them have reached the dose threshold.

. . . .

The M20 device has proven to treat *Staphylococcus Aureus* at 16ft (5m) in 10 minutes and reduces the bacteria by greater than log 4 (99.9967%) in a single treatment (see test report for details). Larger rooms or multiple areas can be disinfected by wirelessly linking up to 8 devices. This means that up to an 8600 sq ft (800 sq m) area can be treated with UVC in a single treatment with 8 units....

Exhibit 7 at 4.

22. UVC’s Technology Overview webpage also includes a diagram illustrating that “[l]arger rooms or multiple areas can be disinfected by wirelessly linking up to 8 devices”:

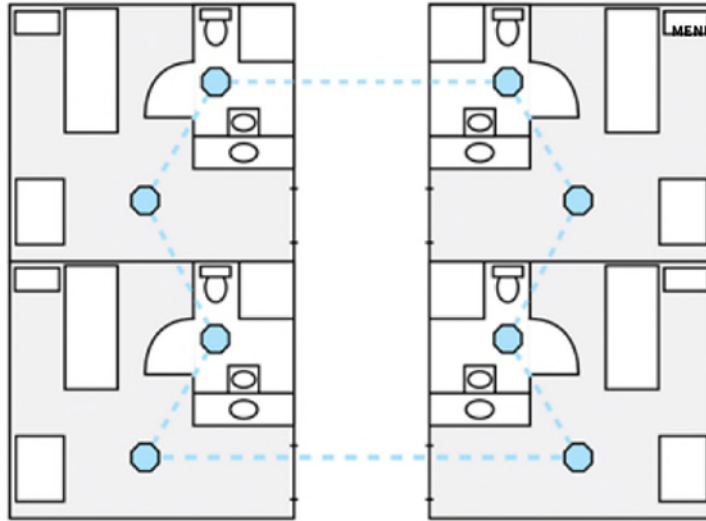
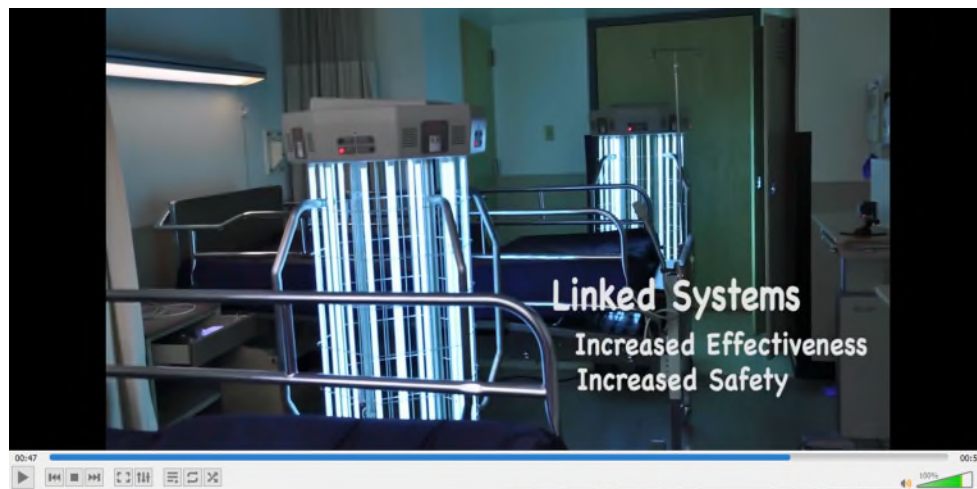


Exhibit 7 at 4-5.

23. A UVC video on YouTube also has touted the increased effectiveness and safety of “Linked Systems” as benefits of its disinfection systems:



<https://www.youtube.com/watch?v=4xp8clUkDPw> at 00:47) (last viewed Feb. 7, 2023).

24. Among its “UVC Disinfection Lighting Systems,” UVC has at various times relevant to this matter manufactured, used, offered to sell, sold, offered to lease, and leased, and,

upon information and belief, may continue to manufacture, use, offer to sell, sell, offer to lease, and lease the M15 and M20 Towers which it describes as UVC decontamination devices.

Exemplar M15/M20 Tower products are depicted below:



Exhibit 9 at 2.

25. The primary advertised difference between the M15 Tower and M20 Tower (“the Accused UVC Systems”) is that the M15 Tower is only available with an electrical system consisting of 120VAC / 15 Amps 60Hz, whereas the M20 Tower is available with electrical systems consisting of 120VAC /20 Amps 60Hz or 240VAC / 13 Amps 50Hz. Exhibit 9 at 4.

26. The Accused UVC Systems include mobility mechanisms in either a handcart configuration (Exhibit 9 at 2, right) or in a caster configuration (*id.*, left). The mobility mechanisms make the Accused UVC Systems independently placeable. Exhibit 4 at 10, 11.

27. The Accused UVC Systems include a base, described by UVC as a “High Impact & Stainless Steel Enclosure.” Exhibit 10 at 2.

28. The Accused UVC Systems include energy emitters/ultraviolet light sources that

are available with 15 or 18 lamps, and in “Hospital” or “Commercial” grades. Exhibit 9 at 3. The energy emitters/ultraviolet light sources, referred to by UVC as, among other things, “UVC Emitters,” extend vertically from the base. Exhibit 10 at 2.

29. The Accused UVC Systems include a power supply, described as a “Hospital Grade Green Dot power cord.” Exhibit 4 at 11.

30. The Accused UVC Systems have at times relevant to this matter allowed the same model assemblies/towers to be linked and “run as a group.” The UVC Cleaning Systems Product Catalog has at times relevant to this matter described as a “Feature[]” the ability to “Link up to 8 units to run as a group.” Exhibit 4 at 11. Indeed, at various times relevant to this matter, UVC has manufactured, used, offered to sell, sold, offered to lease, and leased, and, upon information and belief, may continue to manufacture, use, offer to sell, sell, offer to lease, and lease the M15 and M20 Towers that are able to be linked or “run as a group” to disinfect or treat areas using ultraviolet light.

31. The M20 & M15 Specification Sheet further describes this “feature”:

**Wireless Communication:** Like all the UVC Cleaning Systems Inc.<sup>®</sup> devices, the M20 and M15 feature an Integrated wireless link for up to 8 units. The link feature allows UVC Cleaning Systems Inc.<sup>®</sup> customers to operate devices simultaneously to deliver a safe, fast and effective treatment in large areas, and diverse environments, translating into cost effective and scalable infection control.

Exhibit 10 at 1 (emphasis in original).

32. When linked, the Accused UVC Systems can be controlled remotely by a “very simple to use 3-button proprietary remote control.” Exhibit 10 at 1.

33. The Accused UVC Systems include a safety feature, *i.e.*, “multiple dual motion sensor technology [that] creates a safe operating environment by preventing accidental exposure to UVC radiation.” Exhibit 10 at 1, 2. The dual motion sensor technology is capable of

preventing accidental exposure to UVC by shutting off the Accused UVC Systems if motion is detected in the treatment area. *See id.* at 1.

34. The Accused UVC Systems include a monitoring system/sensor that “automatically determine[s] the correct UVC dosage for a given area by monitoring the accumulated UVC during the treatment, thus eliminating human error and the chance of an inadequate UVC dose.” Exhibit 10 at 1.

35. UVC has also distributed at times relevant to this matter a User Manual for the Accused UVC Systems, titled “UVC DISINFECTION DEVICE M15/M20 USER MANUAL for Models M15-120, M15-120-HC, M15-240-HC, M20-12-, M20-120-HC, M20-240, M20-240-HC” (“User Manual”). Exhibit 11. This User Manual was revised in April 2022 and, upon information and belief, was distributed by UVC customers in or around the same time.

36. The April 2022 User Manual instructs operators that there are “6 steps to Operate,” including “Step 5,” which instructs that “[y]ou can link up to 8 units/ 8 remotes in a group.” Exhibit 11 at 14.

37. Step 6 of the User Manual instructs operators that “[t]o stop the linked group, press the stop button on any of the remote controls in the linked group and all the devices in the linked group will shut off.” Exhibit 11 at 14.

38. Step 6 of the User Manual instructs operators that “[i]f motion is detected by one unit, all linked units in the group will stop.” Exhibit 11 at 14; *see also* Exhibit 11 at 16 (“If motion is detected at any time during a treatment, the Units will shut down.”).

39. Once all linked units are stopped due to motion being detected, Step 6 of the User Manual instructs operators to “[p]ress the RESET button on any of the remote control [*sic*] and then press start on each remote control and the linked group will restart where it left off in the



treatment cycle.” Exhibit 11 at 14.

40. Step 6 also informs operators that “[a]ll of the devices in the linked group will operate until each device has reached the accumulated threshold. All the linked units will shut off at the same time. Up to (8) eight UVC units can be linked together to run as a group.” Exhibit 11 at 14.

#### **UVC’S KNOWLEDGE OF THE SURFACIDE PATENTS**

41. After previously corresponding with UVC about patents issued to Surfacyde, Surfacyde’s counsel wrote to UVC on June 30, 2020, and identified the ‘059, ‘505, and ‘981 Patents (“the Surfacyde Patents”), among others, as patents belonging to Surfacyde. In addition to identifying these patents, Surfacyde invited UVC to have its patent counsel compare the Accused UVC Systems to the Surfacyde Patents and contact Surfacyde regarding whether a non-exclusive license was needed.

42. UVC had actual knowledge of all of the Surfacyde Patents asserted in this Amended Complaint at least as of the date it received Surfacyde’s June 30, 2020 letter.

43. UVC’s counsel responded to Surfacyde’s letter on September 22, 2020, stating “[i]t is quite clear there is no infringement issue here.”

44. Surfacyde’s counsel again wrote to UVC on July 18, 2022, providing claim charts comparing each of the Surfacyde Patents to claims of the Surfacyde Patents, and stating that the claim charts establish that the Accused UVC Systems infringe the claims of the identified Surfacyde Patents. Specifically, Surfacyde’s July 18, 2022 letter demonstrated through claim charts that the Accused UVC Systems infringe numerous claims of the Surfacyde patents.

45. In light of the infringement allegations in its July 18, 2022 letter, Surfacyde requested that UVC “provide either: (1) a written acknowledgment that UVC will immediately

cease and desist from further infringement of the Surficide Patents; or (2) a written acknowledgment that UVC will enter into good faith negotiations for a non-exclusive license under the Surficide Patents.”

46. UVC did not respond to Surficide’s July 18, 2022 letter.

47. Surficide sent a follow-up letter to UVC on September 19, 2022. This follow-up letter noted UVC’s failure to respond to the July 18, 2022 letter and stated that in the absence of an immediate response addressing Surficide’s previous invitation to discuss an amicable resolution of its infringement allegations, Surficide would initiate legal action against UVC for patent infringement.

48. UVC responded to Surficide’s September 19, 2022 letter. UVC’s letter was signed by the “UVC Cleaning Systems Management Team” and simply referred to and provided an additional copy of the previous letter sent by UVC’s counsel, dated September 22, 2020. UVC’s September 20, 2022 letter stated “[p]lease review the document [the September 22, 2020 letter] as nothing has changed since we submitted this document to you at that time....”

**COUNT I -- DIRECT INFRINGEMENT OF UNITED STATES PATENT NO.**  
**9,272,059**

49. Plaintiff incorporates the foregoing paragraphs by reference as if set forth fully as part of this count.

50. The ‘059 Patent is valid and enforceable.

51. At least since the time it learned of the ‘059 Patent and Plaintiff’s infringement allegations, Defendant actively, knowingly, and intentionally directly infringed and induced infringement of the ‘059 Patent, literally or by the doctrine of equivalents.

52. Defendant’s acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and

elsewhere the Accused UVC systems incorporating Plaintiff's patented disinfection systems as claimed in the '059 Patent, including through linking the Accused UVC Systems to disinfect as a group.

53. Defendant's acts of inducing and contributory infringement have included, but are not limited to, causing end consumers to directly infringe Plaintiff's '059 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing, including through promoting and instructing customers to link the Accused UVC Systems to disinfect as a group.

54. The Accused UVC Systems infringe at least Claim 17 of the '059 Patent.

55. Claim 17 of the '059 Patent recites:

"17. A hard-surface disinfection system comprising: at least two independently placeable ultraviolet light emitting towers; a wireless communications system that allows information to be shared between the at least two independently placeable light emitting towers."

56. The Accused UVC Systems are part of a hard-surface disinfection system. *See* Exhibit 12.

57. The Accused UVC Systems have at least two independently placeable ultraviolet light emitting towers. *See id.*

58. The Accused UVC Systems have a wireless communications system that allows information to be shared between the at least two independently placeable ultraviolet light emitting towers. *See id.*

59. Plaintiff has complied with 35 U.S.C. § 287(a) through its marking and express notice of infringement, the latter dated July 18, 2022.

60. Defendant's acts of infringement have caused and will continue to cause damage to Plaintiff and Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff,

and in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284, and any additional remedy in an amount to be determined at trial.

61. Defendant has been and is willfully infringing the '059 Patent.

62. Defendant's knowing and deliberate infringement of the '059 Patent makes this an exceptional case.

63. Plaintiff should be awarded enhanced damages under 35 U.S.C. § 284 and its attorneys' fees under 35 U.S.C. § 285.

64. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems and instructions causing consumers to use the Accused UVC Systems in a manner that infringes the '059 Patent will continue to cause Plaintiff irreparable harm.

65. Defendant will continue to make, use, sell, offer to sell, lease, and offer to lease the Accused UVC Systems unless otherwise enjoined.

66. Defendant's continued making, using, selling, offering to sell, leasing, and offering to lease the Accused UVC Systems will continue to cause end consumers to directly infringe Plaintiff's '059 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

67. Plaintiff is entitled to a permanent injunction against further infringement of the '059 Patent by Defendant pursuant to 35 U.S.C. § 283.

**COUNT II – DIRECT INFRINGEMENT OF UNITED STATES PATENT NO.**  
**9,782,505**

68. Surfacide incorporates the foregoing paragraphs by reference as if set forth fully as part of this count.

69. The '505 Patent is valid and enforceable.

70. At least since the time it learned of the ‘505 Patent and Plaintiff’s infringement allegations, Defendant actively, knowingly, and intentionally directly infringed and induced infringement of the ‘505 Patent, literally or by the doctrine of equivalents.

71. Defendant’s acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC Systems incorporating Plaintiff’s patented disinfection systems as claimed in the ‘505 Patent, including through linking the Accused UVC Systems to disinfect as a group.

72. Defendant’s acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff’s ‘505 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing, including through promoting and instructing customers to link the Accused UVC Systems to disinfect as a group.

73. The Accused UVC Systems infringe at least Claim 15 of the ‘505 Patent.

74. Claim 15 of the ‘505 Patent recites:

“15. A hard-surface disinfection system comprising: a plurality of independently placeable ultraviolet emitting towers, each including: a base and at least one ultraviolet emitter extending vertically from said base; wherein each of the plurality of light emitting towers is capable of being controlled remotely by a common wireless controller; wherein each of the bases comprises wheels and a handle.”

75. The Accused UVC Systems are part of a hard-surface disinfection system. *See* Exhibit 13.

76. The Accused UVC Systems have a plurality of independently placeable ultraviolet light emitting towers, each containing a base and at least one ultraviolet light emitter

extending vertically from said base. *See id.*

77. The Accused UVC Systems have a plurality of independently placeable ultraviolet light emitting towers that are capable of being controlled remotely by a common wireless controller. *See id.*

78. The Accused UVC Systems have a plurality of independently placeable light emitting towers each having a base that comprises wheels and a handle. *See id.*

79. Plaintiff Surfacide has complied with 35 U.S.C. § 287(a) through its marking and express notice of infringement, the latter dated July 18, 2022.

80. Defendant's acts of infringement have caused and will continue to cause damage to Plaintiff and Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff, and in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284, and any additional remedy in an amount to be determined at trial.

81. Defendant has been and is willfully infringing the '505 Patent.

82. Defendant's knowing and deliberate infringement of the '505 Patent makes this an exceptional case.

83. Plaintiff should be awarded enhanced damages under 35 U.S.C. § 284 and its attorneys' fees under 35 U.S.C. § 285.

84. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems and instructions causing consumers to use the Accused UVC Systems in a manner that infringes the '505 Patent will continue to cause Plaintiff irreparable harm.

85. Defendant will continue to make, use, sell, offer to sell, lease, and offer to lease the Accused UVC Systems unless otherwise enjoined.

86. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems will continue to instruct and cause end consumers to directly infringe Plaintiff's '505 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

87. Plaintiff is entitled to a permanent injunction against further infringement of the '505 Patent by Defendant pursuant to 35 U.S.C. § 283.

**COUNT III – DIRECT INFRINGEMENT OF UNITED STATES PATENT NO. 10,568,981**

88. Surfacide incorporates the foregoing paragraphs by reference as if set forth fully as part of this count.

89. The '981 Patent is valid and enforceable.

90. At least since the time it learned of the '981 Patent and Plaintiff's infringement allegations, Defendant actively, knowingly, and intentionally directly infringed and induced infringement of the '981 Patent, literally or by the doctrine of equivalents.

91. Defendant's acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC Systems incorporating Plaintiff's patented disinfection systems as claimed in the '981 Patent, including through linking the Accused UVC Systems to disinfect as a group.

92. Defendant's acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff's '981 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing, including through promoting and instructing customers to link the Accused UVC Systems to disinfect as a group.

93. The Accused UVC Systems infringe at least Claim 14 of the '981 Patent.

94. Claim 14 of the ‘981 Patent recites:

“14. A system for disinfecting a room comprising: a plurality of independently placeable ultraviolet light-emitting towers; a wireless communications system that allows information to be shared between light-emitting towers and a controller.”

95. The Accused UVC Systems are part of a system for disinfecting a room. *See* Exhibit 14.

96. The Accused UVC Systems have a plurality of independently placeable ultraviolet light-emitting towers. *See id.*

97. The Accused UVC Systems have a wireless communications system that allows information to be shared between light-emitting towers and a controller. *See id.*

98. Plaintiff Surfacide has complied with 35 U.S.C. § 287(a) through its marking and notice of infringement, the latter dated July 18, 2022.

99. Defendant’s acts of infringement have caused and will continue to cause damage to Plaintiff and Plaintiff is entitled to recover from Defendant the damages sustained by Plaintiff, and in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284, and any additional remedy in an amount to be determined at trial.

100. Defendant has been and is willfully infringing the ‘981 Patent.

101. Defendant’s knowing and deliberate infringement of the ‘981 Patent makes this an exceptional case.

102. Plaintiff should be awarded enhanced damages under 35 U.S.C. § 284 and its attorneys’ fees under 35 U.S.C. § 285.



103. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems and instructions causing consumers to use the Accused UVC Systems in a manner that infringes the '981 Patent will continue to cause Plaintiff irreparable harm.

104. Defendant will continue to make, use, sell, offer to sell, lease, and offer to lease the Accused UVC Systems unless otherwise enjoined.

105. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems will continue to instruct and cause end consumers to directly infringe Plaintiff's '981 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

106. Plaintiff is entitled to a permanent injunction against further infringement of the '981 Patent by Defendant pursuant to 35 U.S.C. § 283.

#### **PRAYER FOR RELIEF**

WHEREFORE, based on the foregoing allegations and claims, Plaintiff Surfside requests the following relief and prays that the Court enter an order and award judgment against Defendant UVC, including:

- A. An Order and judgment adjudging that UVC has infringed United States Patent Nos. 9,279,059, 9,782,505, and 10,568,981.
- B. An award of damages adequate to compensate Surfside for UVC's infringement, but in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284;
- C. An Order finding UVC's infringement was willful;
- D. An award of enhanced damages pursuant to 35 U.S.C. § 284;
- E. An Order finding that this case is exceptional pursuant to 35 U.S.C. § 284;

- F. An award of all costs and attorneys' fees;
- G. An award of pre-judgment and post-judgment interest at the maximum legal rate;
- H. An order permanently enjoining UVC from infringing or inducing infringement of United States Patent Nos. 9,279,059, 9,782,505, and 10,568,981; and
- I. An order granting such other and further relief as the Court may deem appropriate.

**DEMAND FOR JURY TRIAL**

Surfacide hereby demands that all issues so triable be determined by a jury.

Respectfully Submitted,

Date: June 22, 2023

/s/ Christopher A. Young

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