

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

1) LORIA PHARMACEUTICAL, LLC;)	
2) LORIA MEDICAL, LLC; and)	
3) LORIA MEDICAL OF NEW)	
YORK, PLLC,)	
)	
Plaintiffs)	
)	
v.)	Case No. 9:24-cv-80198
)	
4) MARK MEZZANCELLO;)	
5) PATRICIA MEZZANCELLO;)	
6) BEST MAN MANHATTAN FL, LLC;)	
7) BEST MAN MANHATTAN, LLC;)	
8) BEST MAN MGT, LLC;)	
9) MANHATTAN BEST, LLC;)	
10) AMANUEL DANIACHEW, M.D.;)	
11) DAVID DELLINGER, D.O.)	
12) BRADLEY GOLDSMITH, M.D.; and)	
13) SAMANTHA HARRISON)	
)	
Defendants)	

COMPLAINT

1. This Complaint asserts claims against Defendants generally for breach of contract, patent infringement, theft of trade secrets, declaratory judgment and related claims.¹ Plaintiffs' claims originate from a series of contractual relationships among the Plaintiffs and Defendants related to United States Patent No. 9,993,578 (the "578 Patent") and associated intellectual property.

¹ For specific information about which claim(s) are asserted against which defendant(s), reference must be made to the allegations of each claim.

JURISDICTION AND VENUE

2. Because Plaintiffs assert claims under the United States laws regarding patents, jurisdiction is proper under 28 U.S.C. § 1331 (federal question), 1338 (patents, copyrights, trademarks, and unfair competition), and 1367 (supplemental) for Plaintiffs' state law claims.

3. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this district. Venue is also proper under 28 U.S.C. § 1400, consistent with venue selection clauses in various agreements among Plaintiffs and Defendants.

PARTIES

I. Plaintiffs

4. Victor Loria, D.O. ("Dr. Loria"), has performed cosmetic, dermatologic surgery, hair restoration, and other procedures for over 30 years. Beginning in 2010, Dr. Loria's medical practice has focused on male enhancements.² Dr. Loria is licensed in California, Florida, and New York. Dr. Loria has been, at all times relevant to this Complaint, a citizen and resident of the State of Florida. Dr. Loria is listed as an inventor on at least three issued United States patents, including the male enhancement patent at issue in this matter: United States Pat. No. 9,993,578 issued on June 12, 2018. Dr. Loria has performed over 10,000 male enhancement procedures.

5. Dr. Loria owns and controls a number of entities incorporated in Florida and one in New York and offers procedures in multiple locations³ that undertake various aspects of a male

² Male enhancement includes both cosmetic procedures such as penile enlargement as well as correction of penile curvature or treatment including treatment of Peyronie's Disease. See, for example, <https://www.loriamedical.com/procedures/>.

³ Locations at which Plaintiffs offer procedures include: Miami – Doral, Miami, Orlando, and Tampa / St. Petersburg.

enhancement medical practice and a range of enterprises that undertake medical research and development, protection and licensing of intellectual property, creation of pharmaceuticals, and related operations in support of male enhancement medical practices of Dr. Loria and medical professionals operating under licenses granted by the various enterprises. The following enterprises owned by Dr. Loria may be relevant to claims asserted herein:⁴

a. Entities which are parties in this action:

- I. Loria Pharmaceutical, LLC, successor to Lorstan Pharmaceutical, LLC (“Loria Pharmaceutical”);
- II. Loria Medical, LLC (“Loria Medical”), which is a party to a Loria Medical Training Medical Assistant Agreement and other agreements with at least one of the Defendants including Dr. Aman, Dr. Goldsmith and Dr. Dellinger and Harrison;⁵ and
- III. Loria Medical of New York, PLLC;

b. Nonparty entities:

- I. Loria Pharmaceutical International, LLC;
- II. Loria Management, LLC;
- III. Loria Marketing, LLC;
- IV. Loria Physicians Group, LLC successor to Loria Compounding Consultants and Staffing Services, LLC; and
- V. Loria Products, LLC.

6. Loria Medical of New York, PLLC (“LMNY”) was created under the laws of New York in October 2021 to facilitate a relationship between Mark Mezzancello and Loria Pharmaceutical, LLC. See Exhibit 1, Loria Pharmaceutical New York Business Agreement.

⁴ All of the entities affiliated with Plaintiffs other than Loria Medical of New York, PLLC are i) Florida limited liability companies; and ii) have their principal places of business at 3625 NW 82nd Ave. Ste 402, Miami FL 33166. Loria Medical of New York, PLLC is further discussed below.

⁵ Collectively, Dr. Aman, Dr. Goldsmith and Dr. Dellinger may be referred to herein as “Physician Defendants.” As additional doctor(s) working with the Mezzancellos are identified, they may be added as parties.

II. Defendants

A. Mezzancellos and Entities Owned or Controlled by Them

7. Mark and Patricia Mezzancello have been husband and wife for circa 30 years residing in Palm Beach Gardens, Florida, at all times relevant hereto, and they will be collectively referenced herein as “Mezzancellos,” plural. If they are being referenced individually, for clarity they will be referenced as “Mark M.” or “Patricia M.” The Mezzancellos have engaged in a large number of joint ventures in a broad range of industries over their years of marriage: from restaurants to construction contracting to owning and flipping real estate.

8. Best Man Manhattan FL, LLC (“Best Man FL”) is a Florida limited liability company owned and controlled by one or both of the Mezzancellos. Best Man FL has an office at 12300 Alt Highway A1A, Suite 12000; Palm Beach Gardens, FL 33410 (“BM FL Address”).

9. Best Man Manhattan, LLC (“Best Man Manhattan”) is a New York limited liability company owned or controlled by one or both of the Mezzancellos. Best Man Manhattan has an office at 90 State Street, Suite 700, Box 10; Albany, NY; 12207.

10. Best Man Management, LLC (“Best Man Mgmt”) is a Florida limited liability company owned and controlled by one or both of the Mezzancellos. Best Man Mgmt shares an office with Best Man FL at the BM FL Address.

11. Manhattan Best, LLC (“Manhattan Best”) is a New York limited liability company owned or controlled by one or both of the Mezzancellos. Manhattan Best has an office at 65 Broadway, Suite 1605; New York, NY; 10006.

12. The Mezzancellos established multiple entities to engage in male enhancement procedures and related businesses within the State of New York. Businesses established by the Mezzancellos for this purpose include Best Man FL, Best Man Manhattan, Best Man Mgmt, and Manhattan Best. The foregoing entities will collectively be referred to herein as “Corporate

Defendants.” The Mezzancellos are joint venturers in the Corporate Defendants and any others by which they are undertaking male enhancement procedures because they have (1) as a husband and wife with a history of jointly engaging in a variety of ventures, a community of interest in a performance of a common purpose; (2) joint control or right of control; (3) joint proprietary interest; (4) a joint right to share in profits; and (5) a duty to share in losses. Further evidence for the existence of a joint venture are prior instances where they engaged in a business venture through an entity, but they were sued as a couple. See *Rahal v. Mezzancello*, Case No. 17-CV-80442 filed in the United States Dist. Ct. for the Southern Dist. of Fla. (West Palm Beach).

B. Other Individual Defendants

13. Amanuel Daniachew, M.D. (“Dr. Aman”) is a medical doctor who has performed male enhancement procedures for one or more of the enterprises under which the Mezzancellos offer male enhancement services. In one or more agreements, Dr. Aman has indicated that he resides in Ohio, and he presented an Ohio driver’s license that was valid through December 2023. He has also indicated a residence in Jacksonville, Florida.

14. Bradley Goldsmith, M.D. (“Dr. Goldsmith”) is a medical doctor who has performed male enhancement procedures for one or more of the enterprises under which the Mezzancellos offer male enhancement services. On one or more agreements, Dr. Goldsmith has indicated that he resides in Valley Stream, New York.

15. David Dellinger, D.O. (“Dr. Dellinger”) is a medical doctor who has performed male enhancement procedures for one or more of the enterprises under which the Mezzancellos offer male enhancement services. On one or more agreements, Dr. Dellinger has indicated that he resides in Austin, Texas. It also appears that Dr. Dellinger has a separate male enhancement

practice in at least one Texas location; it does not appear that Dr. Dellinger's operations in Texas are directly affiliated with the Mezzancellos.

16. At least two other medical providers, Dr. Stoller and Dr. Mariotti, performed male enhancement procedures in New York in affiliation with Mark M. However, on information and belief, neither of them has performed male enhancement procedures since August 2023 or earlier, and they are no longer affiliated with Mark M.

17. Samantha Harrison ("Harrison") is a current or former employee or contractor with LMNY and entities owned or controlled by the Mezzancellos. Harrison was employed as a laboratory technician mixing material for use in male enhancement procedures to be performed in New York. On one or more agreements, Harrison has indicated that she resides in Red Hook, New York. Harrison was indicated to report to Mark M. and Patty M. Harrison signed a Non-Disclosure Agreement with Loria Medical and its affiliates on September 23, 2022 ("Nondisclosure Agmt"). The Nondisclosure Agmt required her to hold the Male Enhancement IP Portfolio confidential. Nondisclosure Agmt at ¶¶ 2, 3. Harrison was foreclosed from using the Male Enhancement IP Portfolio for anyone other than Loria Medical or its affiliates. *Id.* at ¶3.

FACTUAL BACKGROUND

I. Plaintiffs' History

18. For nearly a quarter of a century, Plaintiffs and Dr. Loria have spent millions of dollars developing procedures and pharmacology, purchasing equipment, researching and testing, training, and otherwise creating intellectual property associated with male enhancement. Plaintiffs' intellectual property includes, but is not limited to, the '578 Patent. A wide variety of trade secrets are included in Plaintiffs' intellectual property, having been developed by the expenditure of time and money over decades. Plaintiffs' intellectual property associated with male enhancement,

including its “confidential information,” “trade secrets,” and the ‘578 Patent will be referred to as “Male Enhancement IP Portfolio.”⁶

19. Plaintiffs undertake commercially reasonable efforts to maintain confidentiality regarding their Male Enhancement IP Portfolio, including provisions in licensing agreements and nondisclosure agreements with personnel and contractors. To protect patient medical records and its Male Enhancement IP Portfolio, Plaintiffs maintain high data security standards.

20. Plaintiffs’ trade secrets include financial, business, scientific, technical, economic, and engineering information (including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes), both tangible and intangible. The trade secrets include formulations, procedures, pricing, and a wide range of other information developed by Plaintiffs over decades of offering male enhancement services.

21. Plaintiffs’ trade secrets confer a competitive advantage to Plaintiffs. The trade secrets derive both actual and potential independent economic value from not being generally known to or readily ascertainable through proper means by another person who can obtain economic value from disclosing or using the information. The economic advantage generated by Plaintiffs’ trade secrets is illustrated by the significant interest in licensing the Male Enhancement IP Portfolio by many medical professionals and from licensing agreements actually entered into by it. Plaintiffs have trained more than 20 physicians over three years, with others scheduled to be trained, and have 20 licenses in effect.

22. In 2019, Dr. Loria began licensing the Male Enhancement IP Portfolio. Dr. Loria initially licensed the Male Enhancement IP Portfolio through Lorstan Pharmaceutical, and the ‘578

⁶ “Confidential information” and “trade secrets” are intended to be as broad as reasonably allowed by Florida or federal law as may be applicable to specific claims.

Patent was initially applied for with this entity as its assignee. Dr. Loria identified medical professionals with the necessary skills and interests to set up medical practices using the Male Enhancement IP Portfolio. Licensing occurred via an Independent Licensee and Service Agreement (see discussion below) (“License Agreement”) with each licensed medical provider operating within a defined territory. Prior to the medical provider offering male enhancement services using the Male Enhancement IP Portfolio, they would receive medical training from Plaintiffs and/or Dr. Loria.

II. Interactions with Mezzancellos and Other Defendants

23. In late 2021, Mark M. and Dr. Loria met and agreed to enter into an enterprise to offer male enhancement procedures using the Male Enhancement IP Portfolio in New York. To facilitate that enterprise, Mark M. and Loria Pharmaceutical entered an agreement on December 20, 2021, the Loria Pharmaceutical New York Business Agreement (“NY Bus. Agmt”). The NY Business Agreement anticipated creation of LMNY. NY Bus. Agmt at ¶1(d). Mark M. was to be paid a “Management Fee” based on a portion of profits from New York operations. *Id.* at ¶ 1(e). Mark M. was to undertake certain business functions, and in return Plaintiffs would allow Mark M. to use the “Loria” tradename, provide training and access to the Male Enhancement IP Portfolio, provide materials to be used in male enhancement procedures and other valuable consideration. *Id.* at ¶¶ 3 and 4. Mark M. was to hold the Male Enhancement IP Portfolio confidential consistent with all of the provisions in the License Agreement and to ensure that any physicians also recognized those obligations. *Id.* at ¶3(e) and 6(r). The NY Bus. Agmt was to continue for an indefinite term until terminated upon 30-days’ notice of a material breach, including a material breach of the License Agreement. *Id.* at ¶ 5. Mark M. was an independent contractor. *Id.* at ¶ 6(a). The NY Business Agreement was to be construed under Florida law, and the parties agreed

exclusive jurisdiction and venue of actions related to the NY Business Agreement would be in Palm Beach, Florida. *Id.* at ¶ 6(d) and 6(e). Mark M. and Dr. Loria both signed indicating Florida addresses.

24. By January 2022, Mark M. had identified Dr. Aman as a doctor who was interested in performing male enhancement procedures in New York. Dr. Aman signed a couple of agreements with Loria Medical, LLC related to training and equipment associated with same on or about February 22, 2022. He also signed a Physician Independent Contractor Services Agreement with LMNY on April 27, 2022 (“1099 Agreement”). The 1099 Agreement imposes a duty of confidentiality on a signing contractor. 1099 Agreement at ¶9. The 1099 Agreement specifies that jurisdiction and venue related to “any action or proceeding arising out of or relating to this Agreement” may be heard in Palm Beach, Florida, and each party submitted to exclusive venue in that forum. *Id.* at ¶14. Dr. Aman underwent training in Florida circa February 1, 2022, and he began performing male enhancement procedures in New York thereafter.

25. By April 2022, Mark M. had identified Dr. Goldsmith as another doctor who was interested in performing male enhancement procedures in New York. Dr. Goldsmith signed at least one agreement related to training and equipment associated with same on or about April 22, 2022. He also signed a Physician Independent Contractor Services Agreement with LMNY on April 27, 2022 (“1099 Agreement”). The 1099 Agreement imposes a duty of confidentiality on a signing contractor. 1099 Agreement at ¶9. The 1099 Agreement specifies that jurisdiction and venue related to “any action or proceeding arising out of or relating to this Agreement” may be heard in Palm Beach, Florida, and each party submitted to exclusive venue in that forum. *Id.* at ¶14. Dr. Goldsmith underwent training in Florida circa April 5, 2022, and he began performing male enhancement procedures in New York circa September 11, 2022.

26. An addendum to the NY Bus. Agmt was entered on August 15, 2022 (“Addendum”). See Exhibit 2. The Addendum modified the parties’ financial arrangement providing that Mark M. was to receive 45% of the “Net Profit” from certain revenue streams.

27. LMNY ordered filler at least three times between January 31, 2023 and June 6, 2023.

III. Change of Relationship

28. The relationship changed, and by 2023, the parties negotiated a Business Separation Agreement, which was executed by Dr. Loria and Mark M. on March 17, 2023 (“Separation Agreement”). While denominated a “separation agreement,” it envisioned a going-forward relationship among the parties. See Exhibit 3.

29. One noteworthy feature of the Separation Agreement was a release provision, the stated function of which was to “effectuate a full and final release of any and all claims each Party [defined to be Mark M. and Loria Pharmaceutical] may have against the other based on any Party’s activities before the Effective Date [of March 17, 2023], whether or not known by either Party as of the Effective Date.” Separation Agreement at ¶1. Thus, claims by either party to the Separation Agreement regarding allegedly wrongful conduct by the other before March 17, 2023 have been released.

30. Mark M. was to have and receive all of LMNY, including ownership of the corporate entity and all of its assets. *Id.* at ¶2(a), (d) and (e). On the other hand, Mark M. was to ensure that all “Providers working on behalf of [Mark M.]...to perform male enhancement services have executed...i) The current version of the Loria Pharmaceutical Independent Licensee and Service Operating Agreement (“License Agreement”); and ii) a Subscription Agreement to Loria Physicians Group Operating Agreement” (“Subscription Agreement”). *Id.* at 2(b).

31. There were provisions for some interim measures regarding certain procedures that were scheduled at that time, and there were longer-term provisions for Loria Pharmaceutical to continue to provide filler for male enhancement procedures “on terms consistent with Loria’s provision of filler to Loria Licensees, provided that [Mark M.]....shall have duly licensed, trained and qualified medical providers and staff employed and/or under contract that provide male enhancement services in the defined territory [see below].” *Id.* at ¶¶ 3-5, 7. As noted above, any providers of male enhancement services were required to be parties to a License Agreement and a Subscription Agreement.

32. If Mark M. complied with the provisions of the Separation Agreement, the relationship going forward would be one where Mark M. would have a “protected territory” in the “five Boroughs of New York City” plus the counties of Westchester, Rockland, Nassau and Suffolk (“Protected Territory”). *Id.* at ¶6. However, if Mark M. failed to open two new offices, there would be no Protected Territory. *Id.* at ¶¶ 8 and 9. Further, there was no provision stating that the existence of a Purported Territory would survive termination of the Separation Agreement, and it did state that it was an integrated agreement. *Id.* at ¶ 10(d).

33. However, Mark M. never took significant actions to comply with the provisions of the Separation Agreement. Instead, he effectively cut off contact with Plaintiffs and never took any steps to get Dr. Aman or Dr. Goldsmith to execute the License Agreement and the Subscription Agreement. Given that state of affairs, Defendants were not authorized to offer male enhancement services using the Male Enhancement IP Portfolio.

IV. Termination of Relationship

34. Given the lack of contact from Defendants, Dr. Loria reached out on September 6, 2023 by email regarding the absence of any recent filler orders and the fact that any filler remaining would have expired.

35. On October 3, 2023 counsel for Mark M. wrote to Dr. Loria concerning the Separation Agreement. Exhibit 4, letter from Jason Stewart to Dr. Loria. Mark M.'s counsel alleged that Loria Pharmaceutical breached the Separation Agreement and made other false and defamatory allegations about Plaintiffs' filler products. Despite affirmatively stating that Mark M. was not going to live up to his obligations under the Separation Agreement, counsel claimed that Loria Pharmaceutical was precluded from conducting male enhancement procedures within the "Protected Territory."

V. Post-Termination Conduct

36. Unlike other temporary competitive formulas, Dr. Loria offers a unique formula that is permanent and utilizes Plaintiffs' Male Enhancement IP Portfolio. Additionally, Loria strictly follows 503A Standards (according to USP 797) for compounding to ensure purity, quality, and safety.

37. Dr. Loria does not know where Defendants are obtaining their filler, much less how they can assert "permanent" results. Defendants are infringing on the '578 Patent and compounding Dr. Loria's formula in violation of patent law. Upon information and belief, Defendants claim to be using material created and used under Plaintiffs' Male Enhancement IP Portfolio and are, in fact, using the same in violation of Plaintiffs' rights to its Male Enhancement IP Portfolio.

38. Defendants are compounding without authority, and there is no assurance that his formula is compounded properly, which is a potential issue for patient safety and efficacy.

39. Upon information and belief, Dr. Aman, Dr. Goldsmith, and Dr. Dellinger (collectively “Physician Defendants”) are each individually violating their medical licensure by using filler not compounded or supervised by themselves under their medical licensure authority and instead using filler compounded by others associated with the Corporate Defendants.

40. Upon information and belief, Mark M. has induced other medical providers to infringe on the ‘578 Patent by compounding filler consistent with the claims thereof or by performing male enhancement procedures using materials that infringe the ‘578 Patent at facilities owned or controlled by Mark M.

41. Physician Defendants and Harrison are working in concert with Mark M. to infringe the ‘578 Patent directly and to otherwise improperly make use of the Male Enhancement IP Portfolio.

42. Having received the benefit of confidential information included within the Male Enhancement IP Portfolio under contractual obligations to hold same in confidence and to not use it except as may be authorized by Plaintiffs, Physician Defendants and Harrison are violating their duties of confidentiality.

1ST CAUSE OF ACTION: BREACH OF CONTRACT BY MARK M.

43. Mark M. entered into the NY Bus. Agmt and the Addendum thereto, which were valid and enforceable agreements when entered by the parties.

44. In the NY Bus. Agmt and the Addendum, Mark M. contracted with Loria Pharmaceutical to set up entities and procure the services of providers fit and proper for the provision of such services using the Male Enhancement IP Portfolio.

45. Mark M. was to undertake certain business functions, and in return Plaintiffs would provide training to Providers and access to the Male Enhancement IP Portfolio, provide materials to be used in male enhancement procedures and other valuable consideration. *Id.* at ¶¶ 3 and 4. Mark M. was to hold the Male Enhancement IP Portfolio confidential consistent with all of the provisions in the License Agreement and to ensure that any physicians also recognized those obligations. *Id.* at ¶3(e) and 6(r).

46. Dr. Aman, Dr. Goldsmith, and Dr. Dellinger performed male enhancement procedures at facilities owned or controlled by Mark M., but they failed and refused to execute the License Agreement; Mark M. is contractually responsible for this failure.

47. The NY Bus. Agmt required multiple specific items of performance from Mark M., and he breached multiple provisions including, but not limited to ¶ 3(a), (d), (e), (f), (g), (h), and (i).

48. The foregoing breaches damaged Plaintiffs financially. Damages included lower revenues for Plaintiffs.

49. In addition to the direct damages of failure to purchase filler and provide other revenue streams, Plaintiffs lost the opportunity to undertake other business ventures in the New York market while they attempted to secure performance from Mark M.

50. The Separation Agreement required Mark M. to ensure that all providers execute the License Agreement and the Subscription Agreement. Mark M. breached this provision. The failure of providers to enter the foregoing agreements and comply with the provisions thereof caused damage to Plaintiffs.

51. Wherefore, Plaintiffs demand damages from Mark M. sufficient to put Plaintiffs in as good a position as they would have been had Mark M. not breached the agreement.

2ND CAUSE OF ACTION: JOINT VENTURE BY MEZZANCELLOS

52. The Mezzancellos have been husband and wife for circa 30 years residing in Palm Beach Gardens, Florida at all times relevant hereto. During their 30-year marriage the Mezzancellos have engaged in a large number of joint ventures in a broad range of industries: from restaurants to electrical contracting to owning and flipping real estate.

53. The Mezzancellos established multiple entities to engage in male enhancement procedures and related businesses within the State of New York, the Corporate Defendants.

54. The Mezzancellos are joint venturers in the Corporate Defendants and any others by which they are undertaking male enhancement procedures because they have (1) as a husband and wife with a history of jointly engaging in a variety of ventures, a community of interest in a performance of a common purpose; (2) joint control or right of control; (3) joint proprietary interest; (4) a joint right to share in profits; and (5) a duty to share in losses.

55. Further evidence for the existence of a joint venture are prior instances where they engaged in a business venture through an entity, but they were sued as a couple. See *Rahal v. Mezzancello*, Case No. 17-CV-80442 filed in the United States Dist. Ct. for the Southern Dist. of Fla. (West Palm Beach).

3RD CAUSE OF ACTION: BREACH OF CONTRACT BY DR. AMAN

56. Dr. Aman entered into several agreements with Loria Medical, LLC related to training and equipment associated with same on or about February 22, 2022.

57. Dr. Aman also signed a Physician Independent Contractor Services Agreement with LMNY on April 27, 2022 (“1099 Agreement”). The 1099 Agreement imposes a duty of confidentiality on a signing contractor. 1099 Agreement at ¶9.

58. Dr. Aman underwent training in Florida circa February 1, 2022, and he began performing male enhancement procedures in New York thereafter.

59. Dr. Aman performed male enhancement procedures, but he failed and refused to execute the License Agreement.

60. By performing male enhancement procedures using the Male Enhancement IP Portfolio without authorization of Plaintiffs, Dr. Aman breached the 1099 Agreement. See, for example, 1099 Agreement ¶ 9(b) (providing that contractor will not use the trade secrets without Plaintiffs' written consent) and 9(h) (noncompete provision during the term of the 1099 Agreement and for two years thereafter).

61. Dr. Aman's breaches directly damaged Plaintiffs. Damages include failure to pay fees. In addition, Dr. Aman's breaches indirectly damaged Plaintiffs by, for example, harming their reputation, taking clients that otherwise would have engaged Plaintiffs or medical providers licensed by Plaintiffs, and depressing prices for services offered using the Male Enhancement IP Portfolio.

4TH CAUSE OF ACTION: BREACH OF CONTRACT BY DR. GOLDSMITH

62. Dr. Goldsmith signed at least one agreement related to training and equipment associated with same on or about April 22, 2022.

63. Dr. Goldsmith also signed a Physician Independent Contractor Services Agreement with LMNY on April 27, 2022 ("1099 Agreement"). The 1099 Agreement imposes a duty of confidentiality on a signing contractor. 1099 Agreement at ¶9.

64. Dr. Goldsmith underwent training in Florida circa February 1, 2022, and he began performing male enhancement procedures in New York circa September 11, 2022.

65. Dr. Goldsmith performed male enhancement procedures, but he failed and refused to execute the License Agreement.

66. By performing male enhancement procedures using the Male Enhancement IP Portfolio without authorization of Plaintiffs, Dr. Goldsmith breached the 1099 Agreement. See, for example, 1099 Agreement ¶ 9(b) (providing that contractor will not use the trade secrets without Plaintiffs' written consent) and 9(h) (noncompete provision during the term of the 1099 Agreement and for two years thereafter).

67. Dr. Goldsmith's breaches directly damaged Plaintiffs. Damages include failure to pay fees. In addition, Dr. Goldsmith's breaches indirectly damaged Plaintiffs by, for example, harming their reputation, taking clients that otherwise would have engaged Plaintiffs or medical providers licensed by Plaintiffs, and depressing prices for services offered using the Male Enhancement IP Portfolio.

4TH CAUSE OF ACTION: BREACH OF CONTRACT BY DR. DELLINGER

68. Dr. Dellinger signed at least one agreement related to training and equipment associated with same on or about 2019.

69. Upon information and belief, Dr. Dellinger signed a Physician Independent Contractor Services Agreement with LMNY ("1099 Agreement"). The 1099 Agreement imposes a duty of confidentiality on a signing contractor. 1099 Agreement at ¶9.

70. Dr. Dellinger underwent multiple training sessions with Dr. Loria in Florida circa the summer and fall 2019, and he began performing male enhancement procedures in New York in 2023.

71. Dr. Dellinger performed male enhancement procedures, but he failed and refused to execute the License Agreement.

72. By performing male enhancement procedures using the Male Enhancement IP Portfolio without authorization of Plaintiffs, Dr. Dellinger breached the 1099 Agreement. See, for example, 1099 Agreement ¶ 9(b) (providing that contractor will not use the trade secrets without Plaintiffs' written consent) and 9(h) (noncompete provision during the term of the 1099 Agreement and for two years thereafter).

73. Dr. Dellinger's breaches directly damaged Plaintiffs. Damages include failure to pay fees. In addition, Dr. Dellinger's breaches indirectly damaged Plaintiffs by, for example, harming their reputation, taking clients that otherwise would have engaged Plaintiffs or medical providers licensed by Plaintiffs, and depressing prices for services offered using the Male Enhancement IP Portfolio.

6TH CAUSE OF ACTION: BREACH OF CONTRACT BY SAMANTHA HARRISON

74. Harrison is a current or former employee or contractor with LMNY and entities owned or controlled by the Mezzancellos. Harrison is or was employed as a laboratory technician mixing material for use in male enhancement procedures to be performed in New York.

75. Regarding the foregoing duties, Harrison reports to the Mezzancellos.

76. Harrison signed a Non-Disclosure Agreement with Loria Medical and its affiliates on September 23, 2022 ("Nondisclosure Agmt"). The Nondisclosure Agmt required her to hold the Male Enhancement IP Portfolio confidential. Nondisclosure Agmt at ¶¶ 2, 3. Harrison was foreclosed from using the Male Enhancement IP Portfolio for anyone other than Loria Medical or its affiliates. *Id.* at ¶3.

77. Harrison breached the Nondisclosure Agreement as described herein, including by, inter alia using the Male Enhancement IP Portfolio without Plaintiffs' authorization and in violation of her noncompete.

78. Harrison violated her obligations myriad ways including, by, *inter alia*: failing to abide by quality standards and quality control required by Plaintiffs regarding compounding or of the ingredients being used, failing to provide any documentation regarding the facilities in which any compounding is occurring, and failing to maintain competency by ongoing training from time-to-time, continuing to use the Male Enhancement IP Portfolio following termination of Defendant's right to do so.

79. Harrison's breaches directly damaged Plaintiffs. Damages include failure to pay fees. In addition, Harrison's breaches indirectly damaged Plaintiffs by, for example, harming their reputation, taking clients that otherwise would have engaged Plaintiffs or medical providers licensed by Plaintiffs, and depressing prices for services offered using the Male Enhancement IP Portfolio.

7TH CAUSE OF ACTION: PATENT INFRINGEMENT

80. The '578 Patent is a valid and enforceable patent issued June 12, 2018, and owned exclusively by Plaintiffs pursuant to an assignment from Lorstan Pharmaceutical, LLC recorded September 9, 2020, and effective not later than that date.

81. Dr. Aman, Dr. Goldsmith and Dr. Dellinger will collectively be referenced as "Physician Defendants."

82. The '578 Patent teaches a "silicone oil-in-water composition useful as an injectable filler and as a scaffold for collagen growth." The abstract of the patent describes it thus:

The present invention relates to compositions in the form of oil-in-water dispersions comprising a silicone oil having an average droplet diameter from about 30 microns to about 2000 microns and a polymeric thickening agent. These compositions are useful for stimulating collagen production in human patients and other mammals, and have applications for soft tissue augmentation for various medical and cosmetic procedures. The present invention also relates to methods for preparing these compositions and to methods for stimulating collagen production in human patients

and other mammals in need thereof. In contrast to the prior art, the compositions and methods of the present invention are particularly useful for stimulating the production of high quality collagen that is uniform, smooth, long-lasting, and having good structural integrity.

83. Illustrative of the claims of the '578 is Claim 1 which claims a "filler composition comprising:"

- a. 1% to 80% of a silicone oil having a viscosity from 12500-30000 centistokes (cSt);
- b. 20% to 99% of water; and
- c. 0.005% to 10% of a thickening agent,

wherein the filler composition is a pharmaceutically acceptable oil-in-water emulsion, the silicone oil is dispersed in the water as droplets having an average diameter from 30 microns to 2000 microns and the thickening agent is sufficiently biodegradable when implanted subcutaneously in a human to provide a temporary scaffold for collagen growth between silicone oil droplets.

84. Physician Defendants had access to and learned the characteristics of the filler composition Plaintiffs offer for sale incorporating the teachings of the '578 Patent.

85. Physician Defendants have not undertaken their own research sufficient to create their own filler composition without incorporating the teachings of the '578 Patent.

86. Upon information and belief, Corporate Defendants hold themselves out as offering male enhancement procedures that use the "Loria Method" and "Loria formula" or words to that effect.

87. Based on the foregoing, upon information and belief, Plaintiffs allege that procedures performed by Physician Defendants at facilities operated by the Corporate Defendants at the direction of the Mezzancellos use a filler composition that infringes the '578 Patent directly or under the doctrine of equivalents.

88. Harrison engages in creation of filler composition that infringes the ‘578 Patent directly or under the doctrine of equivalents.

89. Physician Defendants and Harrison have directly infringed, and are directly, or under the doctrine of equivalents, infringing, the ‘578 Patent under 35 U.S.C. § 271(g) by importing, selling, offering to sell, and/or using the infringing materials in the United States.

90. Physician Defendants and Harrison have directly infringed, and are directly or under the doctrine of equivalents infringing, the ‘578 Patent under 35 U.S.C. § 271(g) because: (a) they are importing, selling, offering to sell, and/or using infringing materials in the U.S., and (b) they are controlling, directing, and/or participating with others to import, sell, offer to sell, and/or use infringing materials in the U.S.

91. Physician Defendants and Harrison have knowledge of the ‘578 Patent and know the infringing materials are covered by one or more claims of the ‘578 Patent, and thus his infringement is and continues to be willful and deliberate.

92. Plaintiffs have been and will continue to be damaged by Physician Defendants’ and Harrison’s infringement in an amount to be determined at trial.

93. Plaintiffs have suffered irreparable harm due to Physician Defendants’ and Harrison’s infringement and will continue to suffer irreparable harm unless Defendants are enjoined by this Court.

8TH CAUSE OF ACTION: INDUCING PATENT INFRINGEMENT

94. The Mezzancellos are joint venturers, as noted above in the Second Cause of Action, in operating the Corporate Defendants which engaged in offering and performing male enhancement procedures using the Male Enhancement IP Portfolio.

95. At the direction of the Mezzancellos, multiple parties, some of whom are named herein (Physician Defendants and Harrison) and others whose identities are unknown to Plaintiffs infringed the '578 Patent.

96. The Mezzancellos are the motive force underlying the infringement taking place in New York by and through the Corporate Defendants or by other entities owned or controlled by the Mezzancellos.

97. The Mezzancellos have induced infringement of the '578 Patent under 35 U.S.C. § 271(b) at least by actively encouraging Physician Defendants and Harrison to commit the direct infringement acts identified above, knowing that the acts they induced would result in direct patent infringement and with specific intent that such infringement occur.

98. The Mezzancellos encouraged Physician Defendants' and Harrison's infringement at least by directing, controlling, and influencing them to manufacture and use the infringing materials in the U.S.

99. Furthermore, the Mezzancellos have induced third-parties, including, but not limited to Physician Defendants and Harrison to directly infringe the '578 Patent under 35 U.S.C. §271(g) by arranging business deals with or for the Corporate Defendants according to which they manufacture and offer procedures using infringing materials.

100. The Mezzancellos have knowledge of the '58 Patent, know that the infringing materials were manufactured by the processes recited in one or more claims of the '578 Patent, and thus the Mezzancellos' inducement of infringement is and continues to be willful and deliberate.

101. Plaintiffs have been and will continue to be damaged by the Mezzancellos' inducing infringement in an amount to be determined at trial.

9TH CAUSE OF ACTION: THEFT OF TRADE SECRETS

102. Plaintiffs own trade secrets consistent with both state and federal law. *See* Fla. Stat. § 688.002(4) and 18 U.S.C. § 1839(3).

103. Ownership of the trade secrets is not expressly assigned to any one of the Plaintiffs, and they all collectively benefit from and contributed to the development of the trade secrets. Therefore, this cause of action is asserted on behalf of each of the Plaintiffs.

104. Plaintiffs' trade secrets relate to multiple aspects of a medical practice focused on male enhancement procedures, and they include but are not limited to the following:

- a. ***Procedure Room and Equipment.*** Plaintiffs' Trade secrets include the specifics of what equipment to acquire and how to arrange it to facilitate male enhancement consultations and procedures to exactly how to prepare for and follow up on male enhancement procedures. Plaintiff Loria Products, LLC provided Physician Defendants with a six-page detailed document specifying upwards of 100 specific items needed for a procedure room. In addition, a number of videos were provided to Physician Defendants instructing them in assembling the room in which procedures are performed (grouped under a heading "Retrofit Room Assembly Videos"). *See* Exhibit 5, listing of training videos. In addition to those training videos, Plaintiff provided videos showing how to maintain and clean the procedure room.
- b. ***Hands-on and Video Training.*** Probably most crucial was the in-person training provided by Plaintiffs in exactly how to perform a male enhancement procedure and the videos made available to instruct Physician Defendants in specific procedures and patient scenarios and to show how to perform and handle same. *See* Exhibit 5. A 13-page document details a multi-week training program including

both in-person training and viewing of training videos and review of related documents intended to ensure that physicians and their staff all have the requisite training and experience to successfully perform male enhancement procedures. Upwards of 65 different videos addressing different types of procedures and different medical conditions and showing how to handle all of those instances (grouped under the heading “Physician Videos”) were provided. See Exhibit 5. For example, videos are provided showing how to handle natural curvature correction while performing a penile shaft enlargement. As a supplement to the video tutorials for physicians are an additional group of videos under the heading “medical assistant videos” focused on the details required of medical assistants involved in performing male enhancement procedures.

- c. ***Suppliers, Compounding and Record-Keeping.*** Plaintiffs also provided Physician Defendants and Harrison with relevant suppliers’ contact information, with the specific products to be purchased, and with documents showing both how to compound filler and related materials and how to maintain records to ensure that they were tracked both to ensure adequate record-keeping and to ensure continued viability of filler (i.e., that materials were not used beyond their expiration date). Compounding records provided record-keeping, checklists for preparation of materials, and step-by-step instructions in how to prepare filler and related materials. As with other aspects of the business, Plaintiffs provided Physician Defendants and Harrison with training videos related to suppliers, compounding, and record keeping. See Exhibit 5.

- d. ***Marketing and Patient Intake.*** In addition to videos regarding procedures and compounding, Plaintiffs provided Physician Defendants with videos addressing how to consult with patients, what questions are commonly asked by prospective patients and how to address them. Patients have a wide range of questions, and Plaintiffs have cataloged those over the years and developed effective communication techniques to address them in understandable and accurate ways.
- e. ***In-Person Medical Training.*** Medical providers licensed by Plaintiffs were provided and required to attend multi-day in-person training, monitor and participate in a number of actual procedures performed on Plaintiffs' patients in Florida. During the in-person training, Physician Defendants were instructed in an observed proper pre-op, operative and post-op procedures for actual patients. During these procedures, Physician Defendants interacted with Dr. Loria and the patients. This in-person training is crucial to ensuring that licensees understand the working aspects of how procedures are successfully performed, and all trade secrets, the distillation of Dr. Loria's 14 years in the field were on full display for Physician Defendants.

105. The video library made available to licensees and the hands-on in-person training comprise a distillation of 14 years and thousands of hours of experience treating patients and following up with patients as well as comparing results from applying various techniques over those years. Literally millions of dollars have been expended by Plaintiffs over the past 14 years to perfect the formulation, the procedures to prepare and maintain it, and the actual medical procedure itself.

106. Plaintiffs take all reasonable steps to maintain confidentiality of the trade secrets including, but not limited to: 1) requiring confidentiality agreements to obtain access to the trade secrets, 2) not publishing the trade secrets in medical journals, 3) not presenting the trade secrets at conferences, and 4) not otherwise disclosing them to the public. Physician Defendants and Harrison each entered into agreements that had the foregoing confidentiality provisions.

107. The trade secrets provide Plaintiffs with a competitive advantage because of the significant benefits of the trade secrets over other existing procedures. Benefits provided by the trade secrets include reducing the risks posed by the procedure including, but not limited to, complications from procedures. Further, the prevalence of desired results and outcomes is improved by the trade secrets.

108. Physician Defendants and Harrison misappropriated Plaintiffs' trade secrets under both state and federal law. *See* Fla. Stat. § 688.002(1) ("improper means" includes "breach of a duty to maintain secrecy") and (2); 18 U.S.C. § 1839(5) and (6) ("improper" acquisition of a trade secret includes "breach of a duty to maintain secrecy").

109. Physician Defendants and Harrison used improper means to acquire Plaintiffs' trade secrets. The improper means employed by them include breach of an express duty to maintain secrecy (or inducement to breach such a duty), and/or espionage through electronic or other means.

110. After improperly acquiring Plaintiffs' trade secrets, Physician Defendants used Plaintiffs' trade secrets to perform male enhancement procedures and Harrison used the trade secrets to formulate filler. Plaintiffs' Male Enhancement IP Portfolio, which has been described as "the Loria Method," is currently used by Physician Defendants to perform male enhancement procedures.

111. Physician Defendants and Harrison “with intent to convert a trade secret[,]” offered and provided goods and services “used or intended for use in interstate...commerce to the economic benefit of anyone other than the owner thereof, and intending or knowing that the offense will, injure any owner of that trade secret.” 18 U.S.C. § 1832. In doing so, Physician Defendants knowingly engaged in one or more of the following wrongful acts:

- (1) steals, or **without authorization appropriates, takes, carries away, or conceals, or by fraud, artifice, or deception obtains such information;**
- (2) without authorization copies, duplicates, sketches, draws, photographs, downloads, uploads, alters, destroys, photocopies, replicates, transmits, delivers, sends, mails, communicates, or conveys such information;
- (3) receives, buys, or possesses such information, knowing the same to have been stolen or appropriated, obtained, or converted without authorization;
- (4) attempts to commit any offense described in paragraphs (1) through (3); or
- (5) conspires with one or more other persons to commit any offense described in paragraphs (1) through (3), and one or more of such persons do any act to effect the object of the conspiracy....

Id. (emphasis added).

112. Entry of an order of civil seizure is justified under 18 U.S.C. § 1836(b)(2), but Plaintiffs lack sufficient information to identify the specific property in Physician Defendants’ or Harrison’s possession that is subject to seizure. Physician Defendants and Harrison use materials from products provided by unknown suppliers and compounded outside of each of these physician’s supervision (a medical licensure violation), and it is not known at what locations that compounding occurs. Upon discovery, Plaintiffs anticipate seeking a civil seizure order of products incorporating Plaintiffs’ trade secrets.

113. An injunction should be granted “requiring affirmative actions [by Defendants] to protect the trade secret[s].” 18 U.S.C. § 1836(b)(3)(A)(ii). Specifically, for example, they should

be required to marshal all records in which the trade secrets are included and to identify all persons privy to the secrets so that the information can be recovered and appropriate notice can be given to persons so identified. The parties restrained are Physician Defendants, Harrison, and other medical professionals who may be acting in concert with Mezzancellos.

114. Plaintiffs ask the Court to –

award (i)(I) damages for actual loss caused by the misappropriation of the trade secret; and

(II) damages for any unjust enrichment caused by the misappropriation of the trade secret that is not addressed in computing damages for actual loss; or

(ii) in lieu of damages measured by any other methods, the damages caused by the misappropriation measured by imposition of liability for a reasonable royalty for the misappropriator's unauthorized disclosure or use of the trade secret;

(C) if the trade secret is willfully and maliciously misappropriated, award exemplary damages in an amount not more than 2 times the amount of the damages awarded under subparagraph (B).

18 U.S.C. § 1836(b)(3)(B).

115. Physician Defendants and Harrison willfully and maliciously misappropriated Plaintiffs' trade secrets. Each and all undertook a calculated scheme to secure all of the Male Enhancement IP Portfolio as a part of a plan or scheme to launch his own practice using same without paying Plaintiff.

116. Under Florida law, Plaintiffs are entitled to injunctive relief and damages associated with Physician Defendants' and Harrison's theft of trade secrets. Fla. Stat. § 688.003 (injunctive relief) and 688.004 (damages). The Court may enjoin actual or threatened misappropriation, and the injunction may remain in place even after the trade secrets cease to exist. Damages should be awarded for both "the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss." Fla. Stat. § 688.004(1).

Given that Physician Defendants' and Harrison's misappropriations were willful and malicious, the damages should be doubled. Fla. Stat. § 688.004(2).

10TH CAUSE OF ACTION: TORTIOUS INTERFERENCE BY MEZZANCELLOS

117. The elements of a cause of action for tortious interference with a contract in Florida are: (1) the existence of a contract, (2) the defendant's knowledge thereof, (3) the defendant's intentional and unjustified procurement of a breach thereof; and (4) damages.

118. Similarly, to state a claim for tortious interference with a business relationship, a plaintiff must allege four elements: (1) the existence of a business relationship, (2) the defendant's knowledge thereof; (3) the defendant's intentional and unjustified interference therewith; and (4) damages.

119. The Mezzancellos are joint venturers, as noted above in the Second Cause of Action, in operating the Corporate Defendants which are engaged in offering and performing male enhancement procedures using the Male Enhancement IP Portfolio.

120. The Mezzancellos knew that Physician Defendants had contractual relationships with Plaintiffs. To advance their own interests in operating male enhancement procedures without honoring commitments to Plaintiffs, the Mezzancellos procured breaches by Physician Defendants of their contractual relationships with Plaintiffs. The breaches procured by the Mezzancellos caused Plaintiffs to incur damages including, but not limited to, loss of sales of filler.

121. Similarly, the Mezzancellos knew that Plaintiffs had contractual relationships with the Corporate Defendants. Rather than allowing and facilitating performance by the Corporate Defendants of their contracts with Plaintiffs, the Mezzancellos instead instituted plans and took actions to terminate the contractual relationships among Corporate Defendants and Plaintiffs. The

breaches procured by the Mezzancellos caused Plaintiffs to incur damages including, but not limited to, loss of sales of filler.

11TH CAUSE OF ACTION: DECLARATORY JUDGMENT

122. The March 17, 2023 Separation Agreement, while denominated a “separation agreement,” envisioned a going-forward relationship among the parties. See Exhibit 3.

123. One noteworthy feature of the Separation Agreement was a release provision, the stated function of which was to “effectuate a full and final release of any and all claims each Party [defined to be Mark M. and Loria Pharmaceutical] may have against the other based on any Party’s activities before the Effective Date [of March 17, 2023], whether or not known by either Party as of the Effective Date.” Separation Agreement at ¶1. Thus, claims by either party to the Separation Agreement regarding allegedly wrongful conduct by the other before March 17, 2023 have been contractually released.

124. Mark M. was to have and receive all of LMNY, including ownership of the corporate entity and all of its assets. *Id.* at ¶2(a), (d) and (e). On the other hand, Mark M. was to ensure that all “Providers working on behalf of [Mark M.]...to perform male enhancement services have executed...i) The current version of the Loria Pharmaceutical Independent Licensee and Service Operating Agreement (“License Agreement”); and ii) a Subscription Agreement to Loria Physicians Group Operating Agreement” (“Subscription Agreement”). *Id.* at 2(b).

125. Loria Pharmaceutical was to continue to provide filler for male enhancement procedures “on terms consistent with Loria’s provision of filler to Loria Licensees, provided that [Mark M.]....shall have duly licensed, trained and qualified medical providers and staff employed and/or under contract that provide male enhancement services in the defined territory [see below].”

Id. at ¶¶ 3-5, 7. As noted above, any providers of male enhancement services were required to be parties to a License Agreement and a Subscription Agreement.

126. If Mark M. complied with the provisions of the Separation Agreement, the relationship going forward would be one where Mark M. would have a “protected territory” in the “five Boroughs of New York City” plus the counties of Westchester, Rockland, Nassau and Suffolk (“Protected Territory”). *Id.* at ¶6. However, if Mark M. failed to open two new offices, there would be no Protected Territory. *Id.* at ¶¶ 8 and 9. Further, there was no provision stating that the existence of a Purported Territory would survive termination of the Separation Agreement, and it did state that it was an integrated agreement. *Id.* at ¶ 10(d).

127. However, Mark M. never took significant actions to comply with the provisions of the Separation Agreement. Instead, he effectively cut off contact with Plaintiffs and never took any steps to get Dr. Aman, Dr. Goldsmith, or Dr. Dellinger to execute the License Agreement and the Subscription Agreement. Given that state of affairs, Defendants were not authorized to offer male enhancement services using the Male Enhancement IP Portfolio, but they have continued to do so.

128. Plaintiffs thus seek a declaration that Mark M. breached his duties under the Separation Agreement indicating that the “Protected Territory” thereunder is no longer available to him. Plaintiffs are free to offer male enhancement procedures in what would have been the Protected Territory had Mark M. not breached the Separation Agreement. Plaintiffs also seek a declaration that any claims either party may have had prior to March 17, 2023, whether or not known by either party, have been contractually released.

PRAYER FOR RELIEF

129. WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- a. A finding that Mark M breached the provisions of the NY Bus. Agmt, damaging Plaintiffs and an award to Plaintiffs of damages caused by the breach as allowed by Plaintiffs' agreements and under Florida law;
- b. A finding that Mark M. and Patty M. engaged in and operated a joint venture for the purpose of offering male enhancement services using Plaintiffs' Male Enhancement IP Portfolio;
- c. A finding that Physician Defendants and Samantha Harrison breached their contractual duties to Plaintiffs;
- d. A finding that Physician Defendants and Samantha Harrison have directly infringed one or more claims of the '578 Patent under 35 U.S.C. § 271(g) and that Mark. M and Patty M. induced them to infringe same;
- e. Preliminary and permanent injunctive relief enjoining Defendants and their managers, employees, affiliates, agents, representatives, parents, subsidiaries, successors, assigns, those in privity with him, and all others aiding, abetting, or acting in concert or active participation therewith, from selling, offering to sell, importing, or using in the U.S. any articles infringing any of the claims of the '578 Patent or otherwise directly or indirectly infringing the '578 Patent or of using Plaintiffs' trade secrets or confidential information;
- f. Compensatory damages under 35 U.S.C. § 284;
- g. Treble damages under 35 U.S.C. § 284;

- h. An order that Mezzancellos and Physician Defendants account to Plaintiffs for all sales, revenues, and profits derived from their infringing activities and that three times those profits be disgorged and paid to Plaintiffs under 35 U.S.C. § 284;
- i. A finding that Physician Defendants' infringement was willful and exceptional and an award of attorneys' fees and litigation-related expenses under 35 U.S.C. § 285 and the Court's inherent authority;
- j. Damages for misappropriation of trade secrets including both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is considered in computing actual loss;
- k. Damages for willful and malicious misappropriation of trade secrets in an amount twice the award made the preceding subsection, as well as attorney fees;
- l. Pre-judgment and post-judgment interest;
- m. Costs of the action; and
- n. Such other and further relief as allowed at law or in equity that the Court deems to be appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury for all issues so triable.

Respectfully submitted,

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