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Attorneys for Plaintiff
I-FLOW CORPORATION

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

I-FLOW CORPORATION, a Delaware corporation,

Plaintiff,

v.

WEST COAST AESTHETICS., a California corporation; TKJ GROUP, INC., a California corporation; KEVIN FARRELL an Individual,

Defendants.

Case No. **SACV08-00784 AG (RNBx)**

COMPLAINT FOR PATENT INFRINGEMENT; TRADE SECRET MISAPPROPRIATION; BREACH OF CONFIDENCE; BREACH OF CONTRACT; AND COMMON LAW AND STATUTORY UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

Plaintiff I-FLOW CORPORATION ("I-Flow") hereby complains of Defendants WEST COAST AESTHETICS ("WCA"), TKJ GROUP, INC. ("TKJ") and KEVIN FARRELL ("Farrell") (referred to jointly as "Defendants"), and alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the Patent Laws of the United States, Title 35 of the United States Code.

2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1338, and 1367.

3. Venue is proper in this Judicial District under 28 U.S.C. §§ 1391 and 1400(b).

THE PARTIES

4. Plaintiff I-Flow is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 20202 Windrow Drive, Lake Forest, CA 92630.

5. I-Flow is informed and believes, and thereon alleges, that Defendant WCA is a corporation organized and existing under the laws of the State of California, having a place of business in this district at 24406 Eastview Road, Laguna Hills, CA 92653.

6. I-Flow is informed and believes, and thereon alleges, that Defendant TKJ is a corporation organized and existing under the laws of the State of California, having a place of business in this district at 1816 East Dyer Road, Suite 403, Santa Ana, CA 92705.

7. I-Flow is informed and believes, and thereon alleges, that Defendant Farrell is an individual residing in Orange County, California, and is a principal of Defendants WCA and TKJ.

8. I-Flow is informed and believes, and thereon alleges, that all Defendants conduct business throughout the United States, including in this

Judicial District, and have committed the acts complained of in this Judicial District and elsewhere.

ALLEGATIONS FOR ALL CLAIMS FOR RELIEF

9. On February 8, 1994, the U.S. Patent and Trademark Office ("PTO") duly and lawfully issued U.S. Patent No. 5,284,481 entitled "Compact Collapsible Infusion Apparatus" (the "'481 patent"). I-Flow is the owner by assignment of the '481 patent. A copy of the '481 patent is attached hereto as Exhibit A.

10. The SOLACE™ Post-Operative Pain Relief Infusion System, marketed by Defendants, includes an infusion pump (the "SOLACE™ Infusion Pump") that is covered by the '481 patent.

11. I-Flow is informed and believes, and thereon alleges, that Defendants, through their agents, employees and servants, have infringed I-Flow's patent rights through their making, using, selling, importing and/or offering to sell infusion pumps such as the SOLACE™ Infusion Pump. Furthermore, this infringement has been willful, Defendants having actual knowledge of I-Flow's patent rights. Moreover, I-Flow is informed and believes, and thereon alleges, that Defendant Farrell, has personally directed or participated in infringing I-Flow's patent rights by personally directing or participating in the making, using, selling, importing and/or offering to sell infusion pumps such as the SOLACE™ Infusion Pump.

12. Defendant Farrell was formerly employed by Plaintiff I-Flow as Regional Vice President of Sales from approximately December 24, 2001 to approximately April 29, 2005. As a condition of Defendant Farrell's employment with I-Flow, Defendant Farrell agreed to maintain the confidentiality of I-Flow's proprietary information and confidential patient and customer information. In the course of Defendant Farrell's employment at I-Flow, Defendant Farrell gained access to I-Flow's confidential business and technical information regarding the infusion pump and drug delivery markets and I-Flow's infusion pump technology, including, but not limited to, business and marketing strategies, market analysis,

customer lists, product specifications and requirements, design challenges and product development strategies (hereinafter referred to as "Confidential Information").

13. I-Flow is informed and believes, and on that basis alleges, that Defendants use, sell and offer for sale pain management devices, including, but not limited to, the SOLACE™ Infusion Pump. Moreover, I-Flow is informed and believes, and on that basis alleges, that Defendant Farrell, personally directs or participates in Defendants WCA's and TKJ's using, selling and offering for sale pain management devices, including, but not limited to, the SOLACE™ Infusion Pump.

14. I-Flow is informed and believes, and on that basis alleges that Defendants have misused and continue to misuse I-Flow's Confidential Information, obtained during Defendant Farrell's employment at I-Flow under obligations of secrecy and confidentiality for the purpose of developing Defendants' own business to unfairly compete with I-Flow.

15. I-Flow is informed and believes, and on that basis alleges that Defendants, without authorization, have misappropriated and continue to misappropriate proprietary information included in I-Flow's Confidential Information, obtained during Defendant Farrell's employment at I-Flow under obligations of secrecy and confidentiality for the purpose of developing Defendants' own competing business.

16. I-Flow is informed and believes, and on that basis alleges that Defendant Farrell has used and disclosed and continues to use and disclose I-Flow's Confidential Information, in willful and conscious disregard of a duty of confidence owed to I-Flow.

17. I-Flow is informed and believes, and on that basis alleges that Defendant Farrell has breached and continues to breach the confidentiality and

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proprietary information agreements that he entered into with I-Flow as a condition of his employment at I-Flow.

18. I-Flow is informed and believes, and on that basis alleges, that Defendants have committed and continue to commit unlawful business practices including, but not limited to, using I-Flow's Confidential Information for Defendants' own purposes, and adversely to the interests of I-Flow.

19. By the aforesaid acts of Defendants, I-Flow has been greatly damaged, and will continue to be irreparably damaged unless Defendants are enjoined by the Court.

FIRST CLAIM FOR RELIEF

(Infringement of U.S. Patent No. 5,284,481)

20. I-Flow repeats, realleges, and incorporates by reference the allegations set forth in paragraphs 1 through 19 of this Complaint.

21. This is a claim for patent infringement and arises under the Patent Laws of the United States, Title 35 of the United States Code.

22. I-Flow is informed and believes, and thereon alleges, that Defendants, through their agents, employees and servants, have been and are currently willfully and intentionally infringing the '481 patent by using, selling, importing, offering to sell and/or inducing others to use infusion pumps, such as the SOLACE™ Infusion Pump, that are covered by at least one claim of the '481 patent. Defendants' acts constitute infringement of the '481 patent in violation of 35 U.S.C. § 271.

23. I-Flow is informed and believes, and thereon alleges, that Defendant Farrell, through his agents, employees and servants, has been and is currently willfully and intentionally infringing the '481 patent by personally directing or participating in the using, selling, importing and/or offering to sell infusion pumps, such as the SOLACE™ Infusion Pump, that are covered by at least one claim of the '481 patent. Defendant Farrell's acts constitute infringement of the '481 patent in violation of 35 U.S.C. § 271.

24. Defendants have been and are currently committing these acts of infringement without license or other authorization from I-Flow.

25. I-Flow is informed and believes, and thereon alleges, that Defendants' infringement will continue unless enjoined by this Court.

26. I-Flow is informed and believes, and thereon alleges, that Defendants have derived and received, and will continue to derive and receive, gains, profits and advantages from the aforesaid acts of infringement in an amount that is not presently known to I-Flow. By reason of the aforesaid infringing acts, I-Flow has been damaged and is entitled to monetary relief in an amount to be determined at trial.

27. Because of the aforesaid infringing acts, I-Flow has suffered and continues to suffer great and irreparable injury, for which I-Flow has no adequate remedy at law.

SECOND CAUSE OF ACTION

(TRADE SECRET MISAPPROPRIATION)

28. I-Flow hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 27.

29. This is a cause of action for Misappropriation of Trade Secrets under the Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.*, based upon Defendants' wrongful and improper use and disclosure of proprietary information contained within I-Flow's Confidential Information.

30. The proprietary information contained within I-Flow's Confidential Information is trade secret because it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

31. Defendant Farrell gained access to I-Flow's Confidential Information in the course his employment at I-Flow, a condition of said employment was Defendant Farrell's agreement to maintain the secrecy of I-Flow's Confidential Information.

32. I-Flow took reasonable precautions under the circumstances to protect its trade secrets, and all parties with access to the information were subject to obligations to maintain its secrecy.

33. I-Flow is informed and believes, and thereon alleges, that Defendants have used and disclosed, and continue to use and disclose, I-Flow's trade secrets to third parties without I-Flow's consent or permission, in attempting to develop Defendants' own competing business.

34. I-Flow is informed and believes, and thereon alleges, that Defendants have disclosed I-Flow's trade secrets to third parties, maliciously and in willful and conscious disregard of the rights of I-Flow.

35. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-Flow's trade secrets, I-Flow has and will continue to suffer great harm and damage. I-Flow will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Defendants are enjoined from further use and disclosure of I-Flow's trade secret information.

36. I-Flow is informed and believes, and thereon alleges, that Defendants' willful, improper, and unlawful use and disclosure of I-Flow's trade secrets has resulted in the unjust enrichment of Defendants.

37. I-Flow is informed and believes, and thereon alleges, that the aforementioned acts of Defendants in wrongfully misappropriating I-Flow's trade secrets, were and continue to be willful and malicious, warranting an award of exemplary damages, as provided by Civ. Code § 3426.3(c), and an award of reasonable attorneys fees, as provided by Civ. Code § 3426.4.

THIRD CAUSE OF ACTION

(BREACH OF CONFIDENCE BY DEFENDANT FARRELL)

38. I-Flow hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 37.

/ / /

39. This is a cause of action for Breach of Confidence under California common law.

40. When I-Flow disclosed its Confidential Information to Defendant Farrell, it did so in confidence to an employee under a contractual obligation to maintain confidentiality of I-Flow's proprietary information, patient information, and customer information. Defendant Farrell was then employed as the Regional Vice President of Sales for I-Flow. Therefore, Defendant Farrell owed I-Flow a legal duty of confidence to maintain the Confidential Information in a confidential manner, and not to use the Confidential Information for Defendant Farrell's own purposes.

41. Defendant Farrell accepted I-Flow's Confidential Information as alleged herein voluntarily and while employed at I-Flow as a Regional Vice President of Sales, thereby owing I-Flow a duty of confidence with respect to I-Flow's Confidential Information.

42. I-Flow is informed and believes, and thereon alleges, that Defendant Farrell has willfully and in conscious disregard for the duty of confidence owed to I-Flow, used for Defendants' own purposes and disclosed to others I-Flow's Confidential Information.

43. As a direct and proximate result of Defendant Farrell's willful, improper, and unlawful use and disclosure of I-Flow's Confidential Information, I-Flow has and will continue to suffer great harm and damage. I-Flow will continue to be irreparably damaged unless Defendants are enjoined from further use and disclosure of I-Flow's Confidential Information.

44. I-Flow is informed and believes, and thereon alleges, that the aforementioned acts of Defendant Farrell, in breaching his duty of confidence owed to I-Flow, were and continue to be willful and malicious, warranting an award of punitive damages in addition to the actual damages suffered by I-Flow.

/ / /

FOURTH CAUSE OF ACTION

(BREACH OF CONTRACT BY DEFENDANT FARRELL)

45. I-Flow hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 44.

46. As a condition of Defendant Farrell's employment with I-Flow, Defendant Farrell agreed to maintain the confidentiality of I-Flow's proprietary information and confidentiality of patient and customer information.

47. I-Flow is informed and believes, and on that basis alleges that Defendant Farrell executed I-Flow's Proprietary Information Agreement upon beginning employment at I-Flow and later executed I-Flow's Confidentiality Agreement.

48. In the course of marketing the SOLACE™ Infusion Pump, Defendant Farrell has breached I-Flow's Proprietary Information Agreement and I-Flow's Confidentiality Agreement by disclosing I-Flow's proprietary and confidential information.

49. I-Flow has fully performed all of its obligations and satisfied all conditions for performance under I-Flow's Proprietary Information Agreement and I-Flow's Confidentiality Agreement.

50. I-Flow is informed and believes, and thereon alleges, that Defendant Farrell has willfully and in conscious disregard for his contractual obligations owed to I-Flow, used for Defendant's own purposes and disclosed to others I-Flow's proprietary and confidential information.

51. I-Flow is informed and believes, and thereon alleges, that unless restrained and enjoined by the Court, Defendant Farrell will continue to breach I-Flow's Proprietary Information Agreement and I-Flow's Confidentiality Agreement.

52. As a foreseeable, direct and proximate result of Defendant Farrell's breach of contract, I-Flow has and will continue to suffer irreparable injury to its

rights and pecuniary damages, and I-Flow will continue to suffer such injury, loss, and damage unless and until Defendants are enjoined from further use and disclosure of I-Flow's confidential information.

53. I-Flow is informed and believes, and thereon alleges, that Defendants have derived, received, and will continue to derive and receive from the aforementioned breach of contract, gains, profits, and advantages, many of which are not presently known to I-Flow.

54. I-Flow is therefore entitled to injunctive relief or specific performance, as well as damages as provided by law.

FIFTH CAUSE OF ACTION

(UNFAIR COMPETITION)

55. I-Flow hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 54.

56. This is a cause of action for Unfair Competition under the California common law.

57. The acts of Defendants, alleged herein, including, but not limited to, Defendants' misuse of I-Flow's Confidential Information for the purposes of developing Defendants' own business to compete with that of I-Flow, constitutes unlawful, unfair, and fraudulent business practices in violation of the California common law of Unfair Competition.

58. I-Flow is informed and believes, and thereon alleges, that Defendants have willfully and in conscious disregard for I-Flow's rights and its business, committed unfair and unlawful business practices including, but not limited to, using for Defendants' own purposes, and adversely to the interests of I-Flow, I-Flow's Confidential Information.

59. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-Flow's Confidential Information, I-Flow has and will continue to suffer great harm and damage. I-Flow will continue to be irreparably

damaged unless Defendants are enjoined from further committing unfair and unlawful business practices against I-Flow and I-Flow's business.

SIXTH CAUSE OF ACTION

(STATUTORY UNFAIR COMPETITION)

60. I-Flow hereby realleges and incorporates by reference the allegations set forth in paragraphs 1 through 59.

61. This is a cause of action for Statutory Unfair Competition under California Bus. & Prof. Code § 17200, *et seq.*

62. The acts of Defendants alleged herein, including, but not limited to, Defendants' misuse of I-Flow's Confidential Information for the purpose of developing Defendants' own business to compete with that of I-Flow, constitutes unlawful, unfair, and fraudulent business practices in violation of California Bus. & Prof. Code § 17200, *et seq.*

63. As a direct and proximate result of Defendants' willful, improper, and unlawful use and disclosure of I-Flow's Confidential Information, I-Flow has and will continue to suffer great harm and damage. I-Flow has suffered injury in fact and has lost money and/or property as a result of the unfair competition. I-Flow will continue to be irreparably damaged unless Defendants are enjoined from further committing unfair and unlawful business practices against I-Flow and I-Flow's business.

PRAYER FOR RELIEF

WHEREFORE, I-Flow prays for judgment in its favor against Defendants for the following relief:

A. An Order adjudging Defendants to have infringed the '481 patent;

B. That Defendants, their respective officers, directors, agents, servants, employees and attorneys, and all those persons in active concert or participation with it, be forthwith preliminarily and thereafter permanently enjoined from directly or indirectly infringing the '481 patent;

C. That Defendants account for all gains, profits, and advantages derived by Defendants' infringement of the '481 patent;

D. That a judgment be entered against Defendants awarding I-Flow all damages proven at trial, and in no event less than a reasonable royalty, for infringement of the '481 patent;

E. That the damages in this judgment be trebled for Defendants' knowing, intentional and willful infringement of the '481 patent;

F. That there be an assessment of pre-judgment and post-judgment interest and costs against Defendants and in favor of I-Flow, and an award of this interest and costs to I-Flow;

G. That this be judged an "exceptional" case within the meaning of 35 U.S.C. § 285, and that I-Flow be awarded its attorneys' fess pursuant thereto, recoverable from Defendants;

H. That Defendants be adjudged to have misappropriated I-Flow's trade secrets in violation of the Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.*, and that Defendants' actions in doing so be adjudged willful and malicious;

I. That Defendant Farrell be adjudged to have breached his duty of confidence owed to I-Flow under the common law of the State of California, and that Defendant Farrell's acts in doing so be adjudged willful and malicious;

J. That Defendant Farrell be adjudged to have breached his contractual obligations owed to I-Flow;

K. That Defendants be adjudged to have competed unfairly with I-Flow under the common law of the State of California, and that Defendant Farrell's acts in doing so be adjudged willful and malicious;

L. That Defendants be adjudged to have competed unfairly with I-Flow under California Business and Professions Code § 17200 *et seq.*, and that Defendants' actions in doing so be adjudged intentional, willful and done knowingly;

M. That damages be awarded sufficient to compensate I-Flow for Defendants' trade secret misappropriation under California Civil Code § 3426.3;

N. That damages be awarded sufficient to compensate I-Flow for Defendant Farrell's breach of contract;

O. That damages be awarded sufficient to compensate I-Flow for Defendants' unfair competition;

P. That interest be awarded on all applicable damages resulting from actions other than contract under California Civil Code § 3288;

Q. That interest be awarded on all applicable damages resulting from breach of contract under California Civil Code § 3289;

R. That Defendants, their respective officers, directors, agents, servants, employees and attorneys, and all those persons in active concert or participation with it, be forthwith preliminarily and thereafter permanently enjoined from using or disclosing any trade secret obtained from I-Flow;

S. That Defendants, their respective officers, directors, agents, servants, employees and attorneys, and all those persons in active concert or participation with it, be forthwith preliminarily and thereafter permanently enjoined from engaging in any act or practice which constitutes unfair competition against I-Flow;

T. That Defendant Farrell, his agents, servants, employees, and all those persons in active concert or participation with him, be preliminarily and permanently enjoined from any further breach of I-Flow's Proprietary Information Agreement and I-Flow's Confidentiality Agreement;

U. That Defendants be directed to file with this Court and serve on Plaintiff within thirty (30) days after the service of the injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction;

V. That exemplary damages be awarded under California Civil Code § 3294 and § 3426.3;

W. That I-Flow be awarded its reasonable attorneys' fees in accordance with California Civil Code § 3426.4;

X. That Defendants be ordered to account to I-Flow for any and all gains, profits, and advantages derived by Defendants as a consequence of the acts complained of herein;

Y. That Defendants be ordered to make restitution of all money and other benefits resulting from the acts complained of herein;

Z. For an award to I-Flow of any and all other specific, general, and compensatory damages according to proof;

AA. For such other and further relief as this Court may deem just.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 17 July 08

By: _____
Steven J. Nataupsky
Michael K. Friedland
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff
I-FLOW CORPORATION

DEMAND FOR TRIAL BY JURY

I-FLOW CORPORATION hereby demands a trial by jury on all issues so triable.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 17 JULY 08 By: _____

Steven J. Nataupsky
Michael K. Friedland
Boris Zelkind
Ali S. Razai

Attorneys for Plaintiff
I-FLOW CORPORATION

5663640
071708

EXHIBIT A

US005284481A

United States Patent [19]

Soika et al.

[11] Patent Number: 5,284,481

[45] Date of Patent: Feb. 8, 1994

[54] **COMPACT COLLAPSIBLE INFUSION APPARATUS**

[75] Inventors: **Emil H. Soika**, Poway; **Steven R. Payne**, San Diego, both of Calif.

[73] Assignee: **Block Medical, Inc.**, Carlsbad, Calif.

[21] Appl. No.: **984,899**

[22] Filed: **Dec. 2, 1992**

[51] **Int. Cl.**[5] **A61M 37/00**

[52] **U.S. Cl.** **604/132**; 206/438; 206/370; 222/105

[58] **Field of Search** 604/132, 133, 140, 142, 604/153; 222/105, 106, 107, 103, 95; 206/438, 363, 370, 820, 461, 462, 571; 128/DIG. 12

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Primary Examiner—John G. Weiss

Attorney, Agent, or Firm—Baker, Maxham, Jester & Meador

[57] **ABSTRACT**

A liquid infuser apparatus includes an elastic sleeve mounted on an elongated member and within a collapsible spherical housing to enable it to expand naturally to maintain a constant pressure over the infusion period. A rigid open ended housing into which an infuser may be removeably placed provides a reusable protective housing. Multiple infusers are packaged with a rigid housing in a kit.

28 Claims, 5 Drawing Sheets

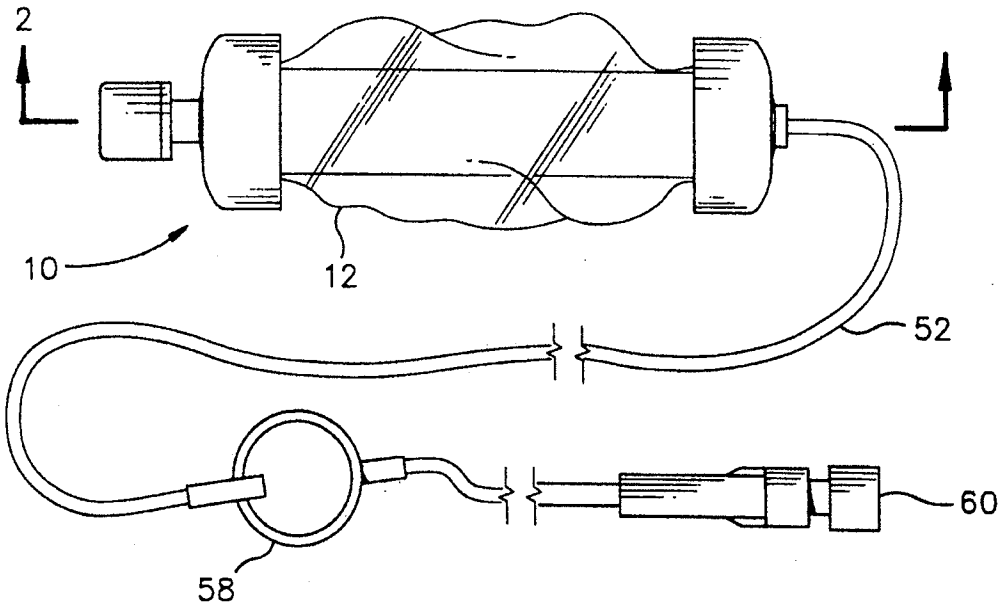

EXHIBIT A

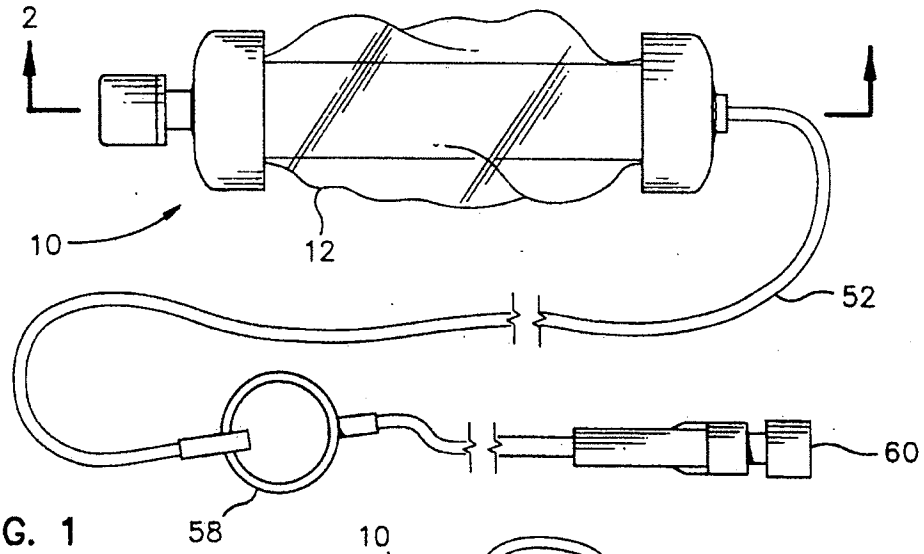

FIG. 1

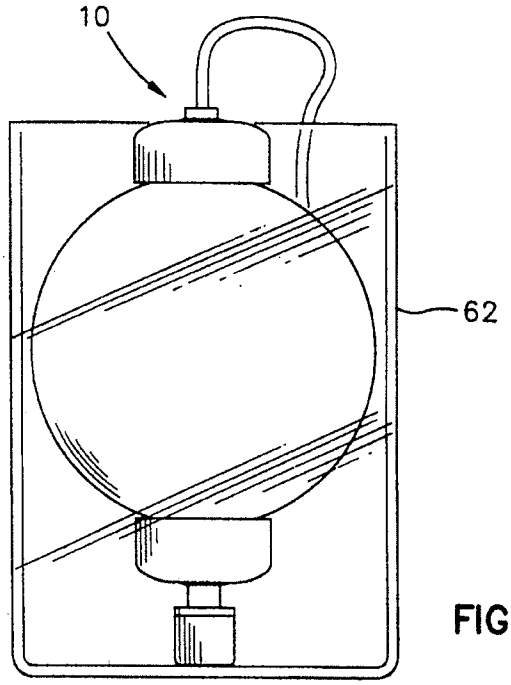

FIG. 6

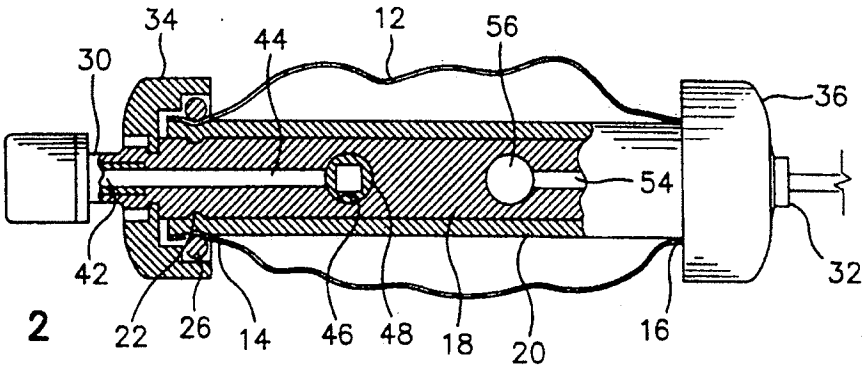

FIG. 2

EXHIBIT A

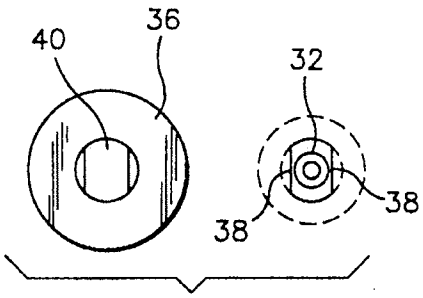

FIG. 3

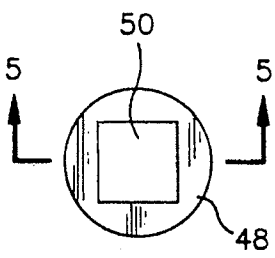

FIG. 4

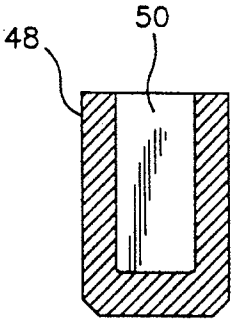

FIG. 5

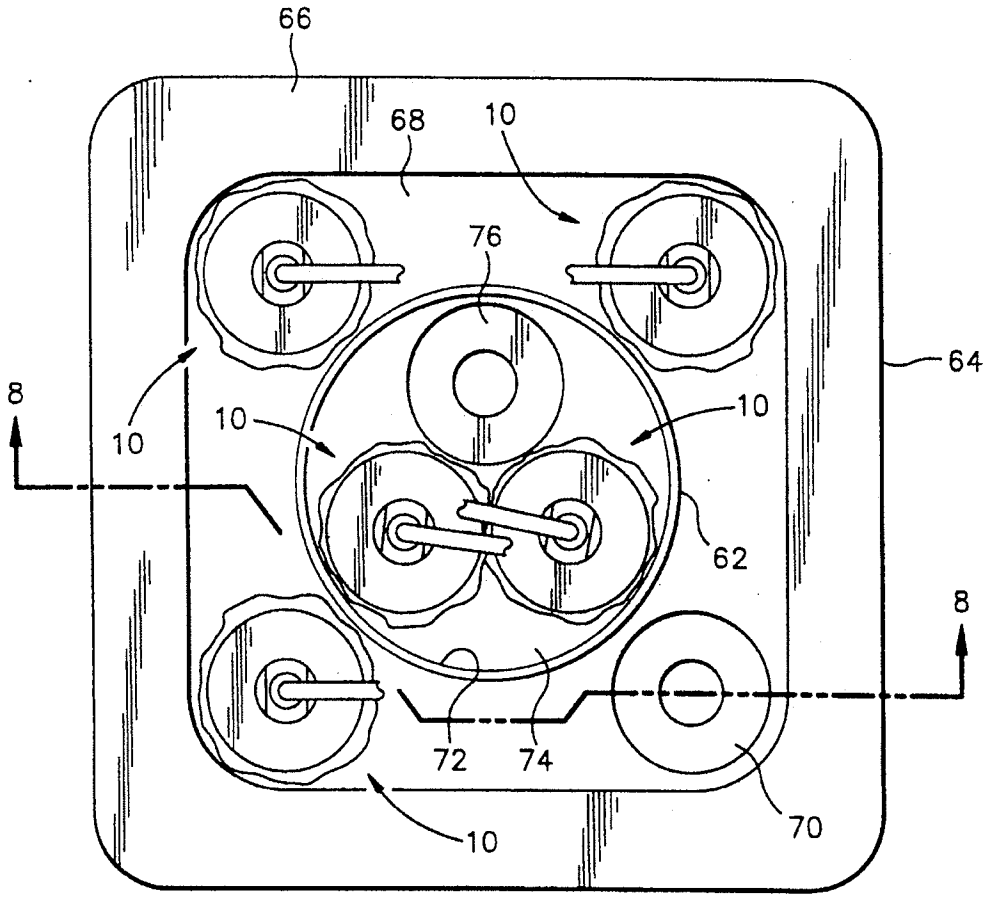

FIG. 7

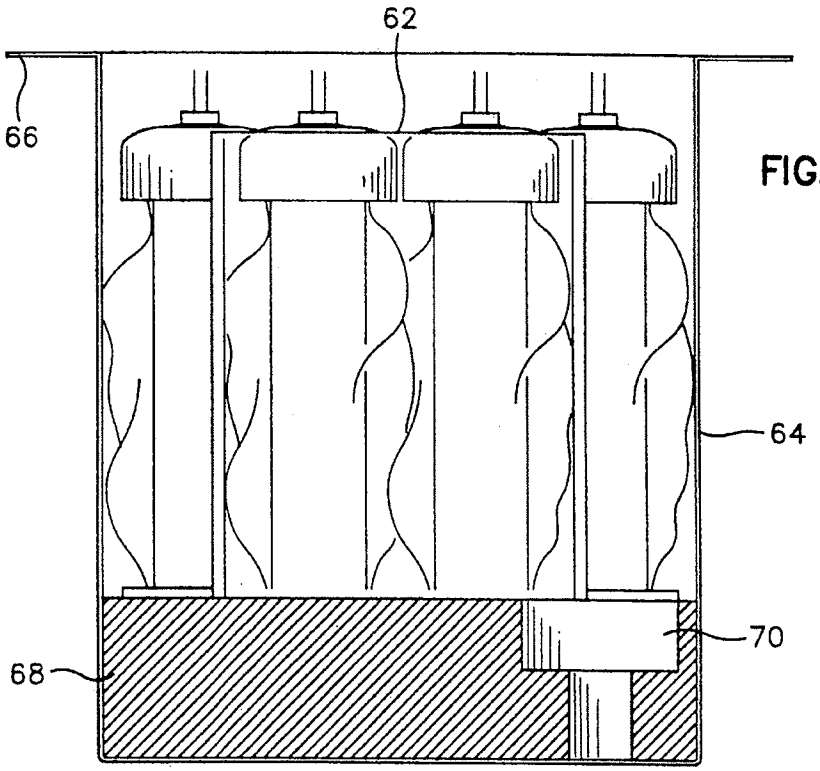

FIG. 8

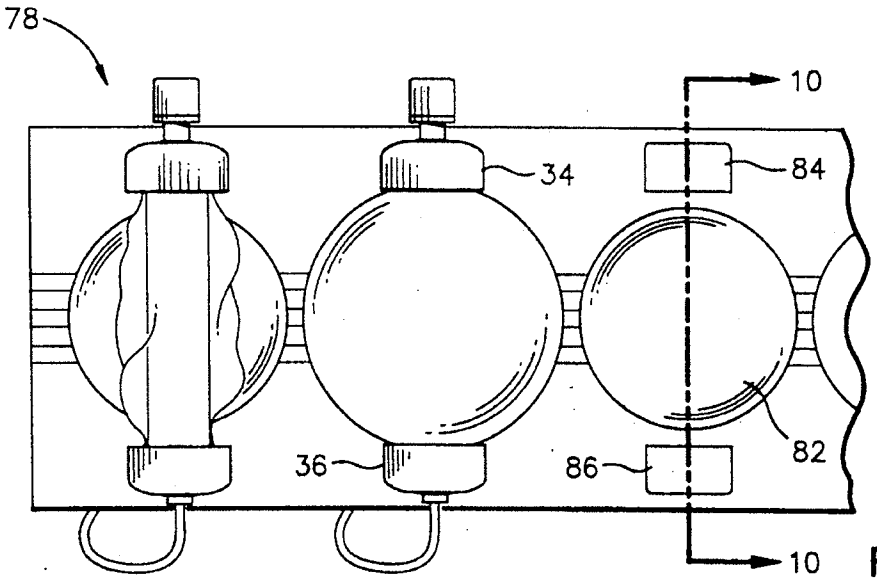

FIG. 9

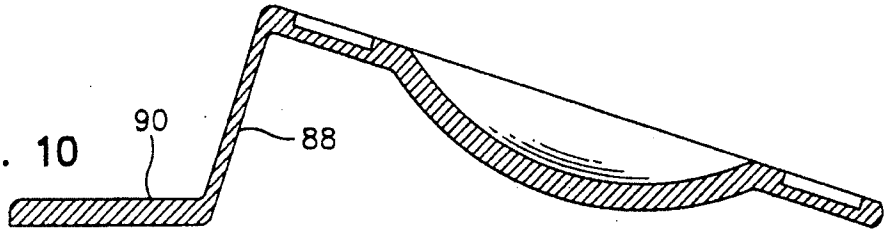

FIG. 10

EXHIBIT A

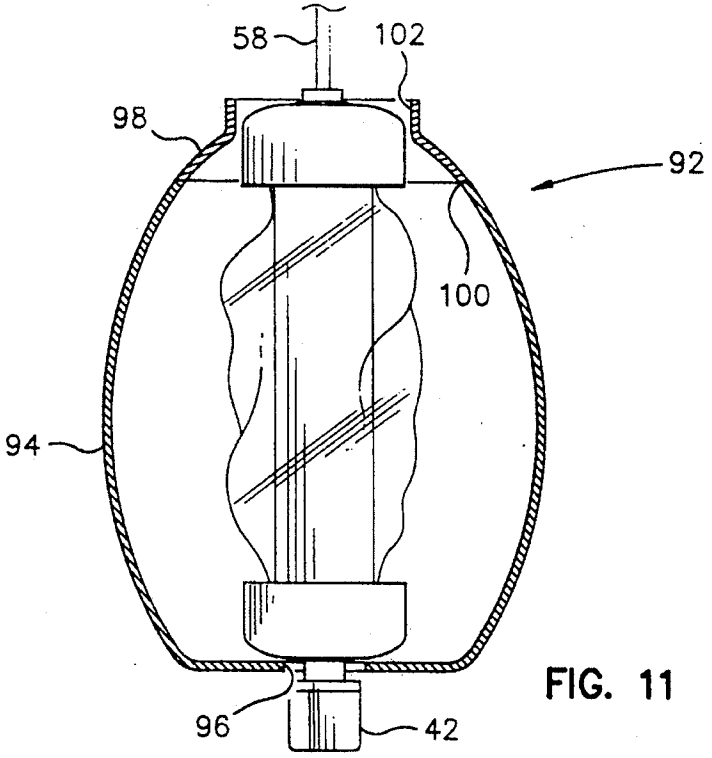

FIG. 11

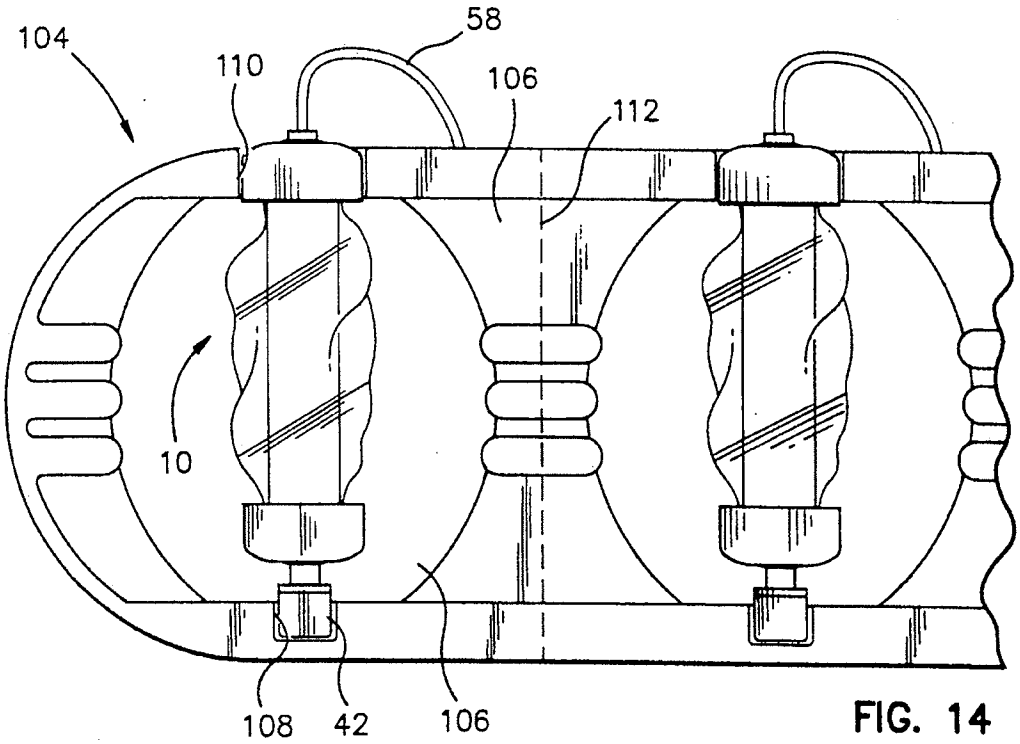

FIG. 14

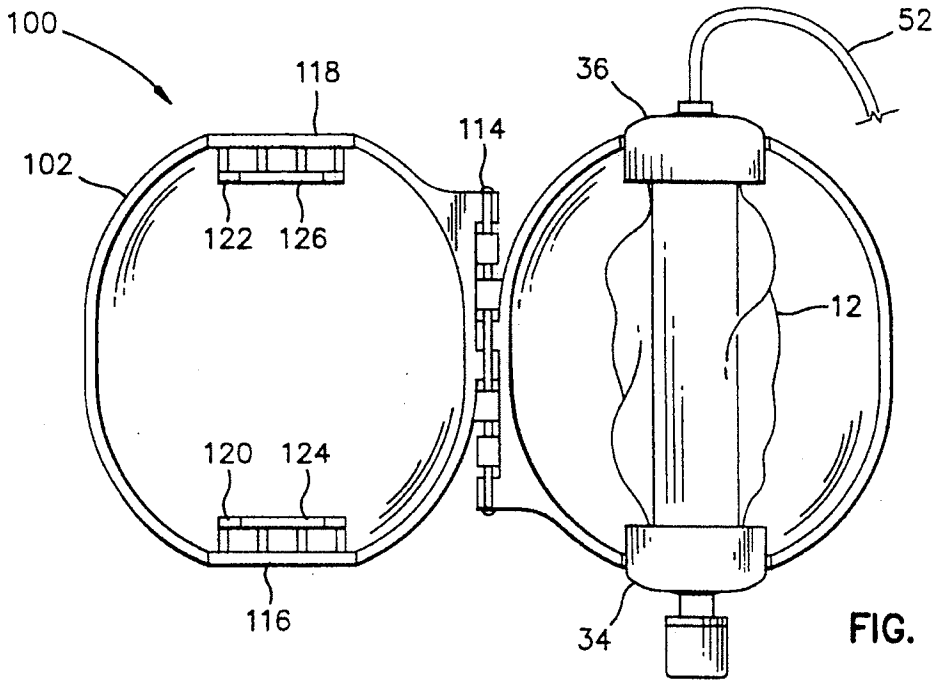

FIG. 12

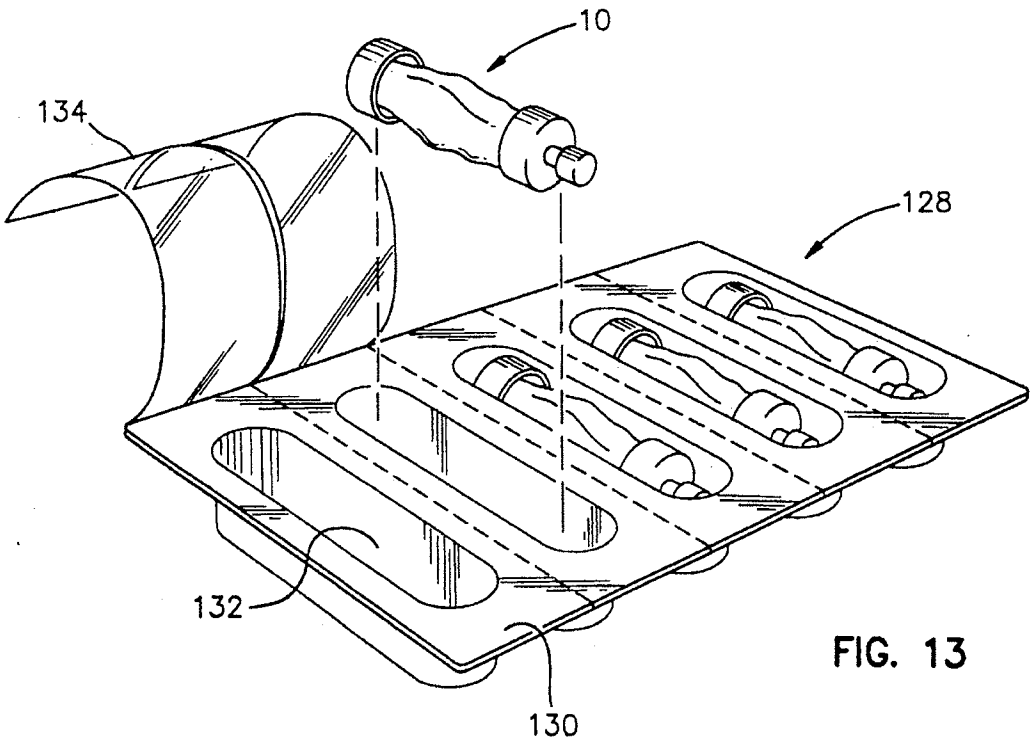

FIG. 13

COMPACT COLLAPSIBLE INFUSION APPARATUS

BACKGROUND OF THE INVENTION

The present invention relates to liquid dispensing apparatus and pertains particularly to an improved infusion apparatus for delivering intravenous drugs at a controlled rate to a patient.

It is often necessary to intravenously supply patients with pharmaceutically active liquids at a controlled rate over a long period of time. It is desirable that this be accomplished while the patient is in an ambulatory state. A few devices have been developed in the past for accomplishing this purpose.

The prior art devices typically comprise an elastic bladder forming a liquid container mounted in an elongated cylindrical housing, and having a flow control valve or device and tubing for supply of the liquid to the patient. These devices are constructed with the cylindrical form in order to provide a compact arrangement. The elastic walls of the bladder are forced to expand along the walls of the cylindrical housing when filled with the liquid, and provide the pressure for expelling the liquid. These prior art devices are typically filled by hand by means of a syringe which often require an inordinate amount of force.

Another drawback to the prior art devices is that the bladder is forced to expand into an unnatural elongated configuration along the housing walls as the container is filled. As a result of this unnatural configuration, the pressure of the bladder and the flow rate of the unit varies widely with the volume of liquid therein. Therefore, they do not have a reasonably stable pressure and flow rate over the infusion period.

Prior U.S. Pat. Nos. 5,080,652, dated Jan. 14, 1992 and 5,105,983, dated Apr. 21, 1992 of common assignment herewith disclose recently developed improved infusion devices. These devices have an inflatable elastic bladder that is allowed or inflate naturally at a substantially uniform pressure. A hard protective housing accommodates natural spherical inflation of the bladder to its rated capacity or volume.

While these improved devices are portable and convenient to use, one objection is that the housing is rigid and space consuming. This increases the cost of packaging, storage and shipment. It also increases the cost of manufacture because the housing must also be sterilized. Therefore, it would be desirable to have a housing that is collapsible and/or reusable.

It is desirable that the housing of an inflatable bladder infuser be compact and inexpensive to manufacture and ship.

Accordingly, it is desirable that an improved infuser apparatus be available.

SUMMARY AND OBJECTS OF THE INVENTION

It is the primary object of the present invention to provide an improved liquid infuser apparatus.

In accordance with a primary aspect of the present invention, a liquid infuser apparatus comprises an elastic reservoir comprising an elastic sleeve mounted on a substantially cylindrical support member mounted within a spherical chamber of a collapsible housing.

Another aspect of the invention includes a protective rigid outer housing in which the infuser apparatus may

be removeably placed either in the filled or unfilled condition.

A further aspect of the invention comprises a kit of a plurality of the infusers packaged with a single reusable protective rigid outer housing in a compact arrangement.

BRIEF DESCRIPTION OF THE DRAWING

The above and other objects and advantages of the present invention will become apparent from the following description when read in conjunction with the accompanying drawings wherein:

FIG. **1** is a top plan view of a preferred embodiment of the invention;

FIG. **2** is a view taken on line **2—2** of FIG. **1**;

FIG. **3** is an enlarged detailed view of a portion of FIG. **2** showing the retaining cap and coupling;

FIG. **4** is an enlarged detailed top view of the check valve assembly of the embodiment of FIG. **1**;

FIG. **5** is a section view taken on line **5—5** of FIG. **4**;

FIG. **6** is a side elevation view showing a filled infuser in a rigid housing;

FIG. **7** is a top plan view of a kit embodiment of the invention;

FIG. **8** is a section view taken generally on lines **8—8** of FIG. **7**;

FIG. **9** is a top plan view of a filling jig for use with the invention;

FIG. **10** is a section view taken generally on lines **10—10** of FIG. **9**;

FIG. **11** is a side elevation view of an alternate embodiment of a rigid housing;

FIG. **12** is a side elevation view of a further embodiment of a rigid housing;

FIG. **13** is a perspective view of an alternate shipping package embodiment of the invention; and

FIG. **14** is a top plan view of a combined package and rigid housing embodiment of the invention.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Referring to the drawings, and particularly to FIGS. **1** and **2**, there is illustrated an exemplary embodiment of an infuser pump in accordance with the invention. The infuser pump, designated generally by the numeral **10**, is collapsible and comprises an outer collapsible substantially non-stretchable housing or shell **12**, protectively mounted over a combined reservoir and support assembly constructed substantially like that set forth in U.S. Pat. Nos. 5,080,652, dated Jan. 14, 1992 and 5,105,983, dated Apr. 21, 1992, both of which are incorporated herein by reference as though fully set forth.

The collapsible housing **12** has a substantially spherical configuration for confining and guiding the inflatable reservoir or bladder into a concentric position around the central support member, and enabling it to expand naturally in a spherical configuration as will be described. The collapsible housing **12**, as been seen in FIG. **2**, has coaxial openings defined by tubular sleeve extensions **14** and **16** through which the ends of a central support member **18** extends.

An elastic membrane or bladder assembly **20** forming an inflatable reservoir, such as described in the aforementioned patents, is mounted on the cylindrical support member **18**. The bladder assembly **20** may be a single sleeve or multiple sleeves, as set forth in the prior patents. This is preferably with an inner sleeve being a

chemically inert sleeve, and the outer sleeve or sleeves being highly elastic.

The central cylindrical support member or mandrel **18** includes circular grooves only one of which, **22** is shown, at the ends thereof into which portions of the sleeve **20** and housing **12** are biased by means of a pair of O-rings, only one of which, **26**, is shown. The collapsible housing **12** is preferably a non-stretch blow molded housing of from five to ten mils. in thickness and made of a material such as polyurethane, PVC film, and/or polyethylene and is transparent. This forms a simple inexpensive compact unit with a certain amount of protection for the elastic reservoir.

Certain applications may require a tougher collapsible housing. In such cases, the housing should be transparent, UV stable, flexible and highly resistant to puncturing. The housing would be constructed of a material such as tough composites in a flexible form such as a fabric. Examples of such material are available under the trademark Kevelar.

The ends of the central support member **18** include reduced diameter extension **30** and **32**, with bayonette type couplings for releasably coupling cup-shaped caps **34** and **36** which extend over and protectively cover the O-ring connections or clamping of the elastic bladder and collapsible housing to the support member. Referring to FIG. **3**, the bayonette connection for member **32** and **36** is illustrated. The member **32** has flat sides **38** for receiving a similarly shaped opening **40** in cap **36**, with the cap **36** having inwardly extending flanges forming the flat sides which extend behind shoulders of the extension **32** for retaining the cap in place upon rotation of the cap ninety degrees relative to the member **32**. This forms a quick and easy assembly construction for the protective cap.

The support member **18** has an inlet or fill port **42** on one end which communicates with a coaxial passage **44**, and a transverse passage **46** in which is mounted a check valve **48**. The cross bore **46** communicates with passage **44** and inlet port with the interior of the elastic bladder or sleeve **20** and thus the interior of the inflatable reservoir. The check valve **48** (FIGS. **4** and **5**) is of a generally cylindrical outer shape, with a square bore **50** extending from one end and closed at the other forming a cup-shaped structure. The check valve is constructed of an elastomer, such as silicone, and collapses inward to allow filling and erects to its normal configuration to prevent back flow. The square bore configuration of the bore insures that it returns to its normal configuration and does not remain collapsed.

An outlet port through end **32** communicates with a passage **54** that extends coaxially from the other end of the support member **18**, and communicates with a cross bore or port **56** with the interior of the elastic bladder or reservoir **20**. A tubing set, including a tube **52** having a filter **58** and a connector **60** at the end, provides a means for connecting and dispensing a fluid to a site, such as a vein of a patient.

The collapsible infuser apparatus of FIGS. **1** and **2** comprises a compact and inexpensive disposable unit. It has a compact configuration, with a collapsed diameter no greater than the outer diameter of the caps **34** and **36**. For this reason, it is convenient to package in multiple unit kits as will be subsequently described. In addition, it may be temporarily housed during use in a protective hard shell housing as illustrated in FIG. **6**.

Referring to FIG. **6**, a simple exemplary protective housing **62**, in the illustrated embodiment, having a generally cylindrical configuration with an open top and a diameter, can receive and accommodate the fully expanded or filled reservoir during use. This provides a reusable protective housing that may be provided with a kit of multiple infuser units. The protective housing is preferably formed of a high strength material such as polycarbonate. The filled infuser may be placed in the protective housing **62** and placed in a carrying pouch, thereby providing protection against accidental undue pressure or accidental puncturing of the reservoir bladder. The inflatable bladder or reservoir is very susceptible to puncturing when in the inflated condition. For this reason, it is desirable that it be within a puncture resistive housing when inflated. The housing **62** may have other configurations and may have a removable cover if desired (see FIGS. **11** and **12**).

Referring to FIGS. **7** and **8**, a kit of multiple infusers, in accordance with the invention, is packaged as a kit for convenient use for a seven day period, for example. As illustrated in FIGS. **7** and **8**, the kit comprises a generally rectangular opened top box or container **64** of a very thin, substantially rigid plastic material having a peripheral flange **66** for attachment of a suitable cover. The container forms a chamber in which is placed a styrofoam support block **68** having a plurality of bores **70** spaced around the periphery thereof for receiving the inlet end and cap portion of a plurality of the infusers **10**.

A cylindrical bore **72** in the center of the block **68** receives the cylindrical housing **62** in an upright position. Positioned within the housing **62** is a circular or cylindrical styrofoam block **74** having three bores **76** similar to the bore **70** for receiving the filler ends of three infusers **10**. This provides a kit of seven infuser units providing a week's supply.

These kits are easily packaged at a factory and shipped to a hospital or to a pharmacist who removes and fills the infusers and supplies them along with a reusable housing **68** to a patient for home use. The patient then uses each of the infusers in consecutive order and disposes of them when used. This provides a compact convenient package. The package has a typical size of approximately 4 ¼ inches high and 3¾ inches on a side. This takes up slightly more than the space of a single unit of the prior design having a hard shell. For example, a one-hundred milliliter hard shell unit is about 4 inches in length and about 2½ to 3 inches in diameter. Thus, a package of seven of the present units takes about sixteen cubic inches of space versus about twelve cubic inches for one of the prior units.

Referring to FIGS. **9** and **10**, a convenient filling rack for an infuser of the present design is illustrated, designated generally by the numeral **78**. The rack is molded of a suitable plastic material and is formed within the illustrated embodiment with **7** (or any other suitable number) identical holder positions. Each holder position has a central cavity **82** for receiving and enabling expansion of the bladder, an upper recess **84** for receiving a filler end cap **34**, and a lower recess **86** for receiving a cap **36**. The panel **80** has a forward leg **88**, with a foot **90** to hold the support panel in an included position for ease of use. The pharmacist may simply load the rack with a plurality of infusers and either fill them in sequence or simultaneously as desired.

Referring now to FIG. **11**, an alternate embodiment of an outer housing or shell is illustrated and designated generally by the numeral **92**. This outer housing has a somewhat spherical configuration with outer spherical

walls **94** and a lower end which may have an opening **96** for exposing an inlet or fill port **42** for filling. A removable cap **98** provides a closure for an opening **100** in the top of the housing. The cap includes a central opening **102** for extension of a tubing set **58**. The cap **98** may be attached in any suitable manner such as friction fit, bayonette type coupling, threads or the like to the housing.

The opening **100** in the upper end of the housing walls may be sufficiently large to enable a filled infuser unit, as disclosed in FIGS. **1** and **2**, to be inserted into the housing. This provides a reusable housing which may also include a cap or closure for protectively closing the unit. In addition, this provides a housing in which the unit without a protective collapsible housing may also be enclosed or housed for filling. In other words, with this unit the collapsible housing **12** of the FIGS. **1** and **2** unit may be eliminated. This provides an alternate compact arrangement wherein multiple compact units may be packaged with a single protective outer housing, and provided to a pharmacist for filling and supplying to patients.

Referring to FIG. **12**, an openable spherical shell embodiment of a protective housing is illustrated and designated generally at **100**. The housing is constructed of two identical half-shells **102** connected together by a hinge pin **114**. Thus, a filled or unfilled infuser may be placed in the reusable protective housing. The shells each have an opening **116** and **118** at each end with an inwardly spaced wall **120** and **122**, each having an opening **124** and **126**. The end caps **34** and **36** of an infuser are received in the openings **116** and **118**, and the central support member **18** is received in the openings **124** and **126**. The ends of the infuser unit are thereby exposed for access. The hinge axis extends along a line parallel to an axis defined by the openings in the shell.

Referring to FIG. **13**, an alternate embodiment of a packaging system for multiple infusers is illustrated and designated generally by the numeral **128**. A base container sheet **130** has a plurality of cavities **132** formed therein for receiving infuser units **10**. A cover sheet **134** covers the base sheet and cavities to protectively seal the infuser units in the cavities. The base sheet may be either flexible or somewhat rigid. The base sheet and cover sheet have perforations **136** separating the cavities **132**. This enables selective separation of single units from the overall package. Alternatively, the entire cover sheet can be peeled away to provide common access to a plurality of the infuser units.

Referring to FIG. **14**, an alternate embodiment of combined packaging and protective housing is illustrated. This package, designated generally by the numeral **104**, comprises opposed thin plastic sheets, only one of which **106** is shown, forming mirror images of one another. These opposed sheets have semi-spherical recesses or cavities forming a generally spherical chamber in which a dispensing unit **10**, substantially as described in FIGS. **1** and **2**, is encapsulated, with an opening or bore **108** through which a filler port or cap **42** extends. The package also provides an opening **110** at the other end for extension of a tubing set **58**. The entire package can contain any selected number of units which may be shipped to a pharmacist. The pharmacist may take the package and select and separate an appropriate number of the infusers, fill them and supply them to a patient. The infuser units may be separated along a perforated line **112** of the package such that an individual infuser may be separated from the remainder.

Thus, the unit of FIG. **1** can be effectively packaged in simple and inexpensive packaging for supplying to pharmacists. This form of packaging can also be used without the collapsible housing, such that the unit contains only the inflatable reservoir, and the packaging forms a protective non-collapsible housing. Similarly, the units without the collapsible housing can be used with any of the rigid housings discussed herein.

While we have illustrated and described our invention by means of specific embodiments, it is to be understood that numerous changes and modifications may be made therein without departing from the spirit and scope of the invention as defined in the appended claims.

We claim:

1. A compact portable apparatus for dispensing a liquid under pressure at a substantially constant flow rate over a period of time comprising:

an elongated generally cylindrical support member;

elongated elastic sleeve means mounted and sealingly secured at fixed spaced longitudinal positions on said support member for defining a substantially zero non-pressurized volume pressure reservoir for holding a liquid in a pressurized state for dispensing therefrom;

housing means comprising collapsible non-stretchable housing means for containing said support member and said pressure reservoir for enabling said pressure reservoir to expand naturally and for confining said reservoir to fill concentrically about said support member;

inlet means for introducing a liquid into said elastic pressure reservoir; and

outlet means for dispensing liquid from said pressure reservoir to a selected site.

2. An apparatus for dispensing a liquid under pressure according to claim **1** wherein said collapsible non-stretchable housing means comprises a substantially spherical housing.

3. An apparatus for dispensing a liquid under pressure according to claim **2** wherein said housing means further comprises a generally cylindrical substantially rigid housing having an open end for receiving said support member.

4. An apparatus for dispensing a liquid under pressure according to claim **2** wherein:

said support member is an elongated generally cylindrical mandrel mounted in said housing means and having opposite ends exposed to the exterior of said housing means, said inlet means comprises an inlet port in one end of said mandrel, and said outlet means comprises an outlet port in the other end of said mandrel; and

said housing means is clamped at opposite ends thereof with said elastic sleeve means around opposite ends of said mandrel by an elastic ring.

5. An apparatus for dispensing a liquid under pressure according to claim **1** wherein:

said collapsible non-stretchable housing means is substantially spherical having openings formed in opposite ends thereof by co-extending tubular sleeves; and

said housing means is commonly clamped at opposite ends thereof with said elastic sleeve means around opposite ends of said support member by means of an O-ring extending around said tubular sleeves.

6. An apparatus for dispensing a liquid under pressure according to claim **5** wherein said said O-rings are each

covered by a cup shaped cap removeably attached to the ends of said support member.

7. An apparatus for dispensing a liquid under pressure according to claim 6 wherein said housing means further comprises a generally cylindrical substantially rigid housing having an open end for receiving said support member coaxially therein.

8. An apparatus for dispensing liquid under pressure according to claim 6 wherein said housing means comprises a substantially spherical rigid housing formed of like half-shells hinged together for removably receiving said support member and elastic sleeve.

9. An apparatus for dispensing liquid under pressure according to claim 8 wherein said housing has openings forming stepped recesses for receiving said caps.

10. An apparatus for dispensing a liquid under pressure according to claim 1 wherein:

said housing means comprises a flexible non-stretchable shell having a substantially spherical central chamber with openings formed in opposite ends thereof by co-extending tubular sleeves; and

said housing means is secured at opposite ends thereof with said elastic sleeve means around opposite ends of said support member by means of an O-ring extending around said tubular sleeves.

11. An apparatus for dispensing a liquid under pressure according to claim 10 wherein said said O-rings are each covered by a cup shaped cap removeably attached to the ends of said support member.

12. An apparatus for dispensing a liquid under pressure according to claim 1 wherein said housing means comprises a substantially rigid housing having an opening in one end for receiving said support member coaxially therein.

13. An apparatus for dispensing a liquid under pressure according to claim 12 wherein said rigid housing has a substantially spherical configuration with a removable closure for enabling receipt of said pressure reservoir in a filled condition.

14. An apparatus for dispensing liquid under pressure according to claim 1 wherein said housing means comprises a substantially shperical rigid housing formed of like half-shells hinged together.

15. A compact collapsible infusion apparatus for dispensing a liquid under pressure at a predetermined substantially constant flow rate over a period of time comprising:

an elongated generally cylindrical support member having inlet means including an inlet port in one end of said member, and outlet means including an outlet port in the other end of said member;

elongated elastic sleeve means mounted in non-stretched surface contact and sealingly secured at fixed spaced longitudinal positions on said support member for defining a substantially zero non-pressurized volume pressure reservoir for holding a liquid in a pressurized state for dispensing therefrom;

first housing means including a collapsible shell enclosing said support member and said pressure reservoir, said housing having a size and shape for enabling said pressure reservoir to expand naturally and for confining said reservoir to fill concentrically about said support member;

inlet means in one end of said support member for introducing a liquid into said elastic pressure reservoir; and

outlet means in the other end of said support member for dispensing liquid from said pressure reservoir to a selected site.

16. An apparatus for dispensing a liquid under pressure according to claim 15 wherein:

said housing means comprises a flexible non-stretchable shell having a substantially spherical central chamber with openings formed in opposite ends thereof by co-extending tubular sleeves; and

said housing means is secured at opposite ends thereof with said elastic sleeve means around opposite ends of said support member by means of an O-ring extending around said tubular sleeves.

17. An apparatus for dispensing a liquid under pressure according to claim 16 wherein said housing means further comprises a generally cylindrical substantially rigid housing having an open end for receiving said support member coaxially therein.

18. Apparatus for dispensing a liquid under pressure according to claim 16 further comprising a cup shaped cap removeably attached to each end of said support member for protectively covering said O-rings.

19. An apparatus for dispensing a liquid under pressure according to claim 18 wherein said housing means comprises a substantially rigid housing having an opening in one end for receiving said support member coaxially therein.

20. An apparatus for dispensing liquid under pressure according to claim 16 wherein said housing means further comprises a pair of substantially semi-spherical pivotably connected half-shells forming a substantially spherical rigid housing.

21. An apparatus for dispensing liquid under pressure according to claim 20 wherein said housing has openings forming stepped recesses for receiving said caps.

22. An apparatus for dispensing liquid under pressure according to claim 20 wherein said housing has openings forming stepped recesses for receiving said caps.

23. A medical infusion kit having multiple apparatus for dispensing multiple dosages of a liquid under pressure at a substantially constant flow rate over a period of time comprising:

a plurality of substantially identical collapsible infusion devices, each having a collapsible housing having a chamber for containing a pressure reservoir, an elongated generally cylindrical support member disposed in and extending through said chamber, an expansible elastic pressure reservoir mounted on said support member in said chamber for holding said liquid under pressure during dispensing thereof, said elastic pressure reservoir comprises an elastic sleeve snugly mounted over said support member in said chamber for defining a pressure reservoir for holding a liquid in a pressurized state for dispensing therefrom, inlet means in one end of said support member for introducing a liquid into said elastic sleeve;

a substantially rigid housing having an open end for removeably receiving said infusion devices coaxially therein in a filled condition; and

outlet means in the other end of said support member for conveying a liquid from said pressure reservoir to a selected site.

24. An infusion kit according to claim 23 wherein said collapsible housing comprises a flexible non-stretchable shell having a substantially spherical central chamber with openings formed in opposite ends thereof by co-extending tubular sleeves; and

said shell is secured at opposite ends thereof with said elastic sleeve around opposite ends of said support member by means of an O-ring extending around said tubular sleeves.

25. An infusion kit according to claim **24** further comprising a cup shaped cap removeably attached to each end of said support member for protectively covering said O-rings.

26. An infusion kit according to claim **25** wherein wherein said plurality of infusion devices are from five to seven in number.

27. A compact portable dispensing apparatus for dispensing a liquid under pressure at a substantially constant flow rate over a period of time comprising:

an elongated substantially cylindrical support member;

elongated elastic sleeve means mounted on and sealingly secured at fixed spaced longitudinal positions on said support member for defining a pressure reservoir for holding a liquid in a pressurized state for dispensing therefrom;

housing means comprising a substantially spherical rigid housing formed of like half-shells hinged together for removeably containing said support member and said pressure reservoir for enabling said pressure reservoir to expand naturally and for confining said reservoir to fill concentrically about said support member;

inlet means for introducing a liquid into said elastic pressure reservoir; and

outlet means for dispensing liquid from said pressure reservoir to a selected site.

28. An apparatus for dispensing a liquid under pressure according to claim **27** wherein:

said housing means comprises a flexible non-stretchable shell having a substantially spherical central chamber with openings formed in opposite ends thereof by co-extending tubular sleeves; and

said housing means is secured at opposite ends thereof with said elastic sleeve means around opposite ends of said support member by means of an O-ring extending around said tubular sleeves.

* * * * *

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Andrew Guilford and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

SACV08- 784 AG (RNBx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

[ ] **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

[X] **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

[ ] **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 8/01) Summons in a Civil Action

United States District Court

Central District of California

I-FLOW CORPORATION, a Delaware corporation

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER: **SACV08-00784 AG (RNBx)**

WEST COAST AESTHETICS, a California corporation; TKJ GROUP, INC., a California corporation; KEVIN FARRELL, an Individual

TO: (Name and address of Defendant)

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Steven J. Nataupsky
Michael K. Friedland
Boris Zelkind
Ali S. Razai
KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street, 14th Floor
Irvine, CA 92614 Telephone: (949) 760-0404

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

SHERRI R. CARTER
CLERK

JUL 17 2008
DATE

ROLLS ROYCE PASCHAL
(By) DEPUTY CLERK

1144

AO-440

AO 440 (Rev. 8/01) Summons in a Civil Action

RETURN OF SERVICE

Service of the Summons and complaint was made by me (1)	DATE
NAME OF SERVER *(PRINT)*	TITLE

Check one box below to indicate appropriate method of service

☐ Served personally upon the defendant. Place where served: _____

_____

☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left: _____

☐ Returned unexecuted: _____

_____

_____

☐ Other (specify): _____

_____

_____

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
Date

_____
Signature of Server

_____
Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

I(a) PLAINTIFFS (Check box if you are representing yourself ☐)

I-FLOW CORPORATION, a Delaware corporation

(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Orange

DEFENDANTS

WEST COAST AESTHETICS, a California corporation; TKJ GROUP, INC., a California corporation; KEVIN FARRELL, an Individual

County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):

(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

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2040 Main Street, 14th Floor, Irvine, CA 92614

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Governme nt Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Governme nt Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only

(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in this State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☐ No ☐ **MONEY DEMANDED IN COMPLAINT: $** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

35 U.S.C. Sec. 271(Patent Infringement)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce/ICC Rates/etc.
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Act
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Info. Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loan (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Fed. Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury-Med Malpractice
- ☐ 365 Personal Injury-Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

TORTS PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/Accommodations
- ☐ 444 Welfare
- ☐ 445 American with Disabilities - Employment
- ☐ 446 American with Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence Habeas Corpus
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus/ Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt. Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litig.
- ☐ 791 Empl. Ret. Inc. Security Act

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☒ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - Third Party 26 USC 7609

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☐ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number: **SACV08-00784 AG (RNBx)**

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or

☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or

☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which **EACH** named plaintiff resides (Use an additional sheet if necessary)

☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.

Orange

List the California County, or State if other than California, in which **EACH** named defendant resides. (Use an additional sheet if necessary).

☐ Check here if the U.S. government, its agencies or employees is a named defendant.

Orange (All Defendants)

List the California County, or State if other than California, in which **EACH** claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

Orange

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ **Date** 17 Jul 08

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))