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12 Attorneys for Plaintiff
 13 Meissner Filtration Products, Inc.

14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA

16 MEISSNER FILTRATION
 17 PRODUCTS, INC.,

18 Plaintiff,

19 vs.

20 SANI-TECH WEST, INC. d/b/a
 21 SANISURE,

22 Defendant.

Case No. 2:22-cv-01194

**COMPLAINT FOR PATENT
 INFRINGEMENT**

DEMAND FOR JURY TRIAL

23 Plaintiff Meissner Filtration Products, Inc. (“Meissner” or “Plaintiff”) through its undersigned counsel, brings this action against Defendant Sani-Tech West, Inc. d/b/a SaniSure (“SaniSure” or “Defendant”). In support of the Complaint, Plaintiff alleges as follows:

24 **JURISDICTION AND VENUE**

25 1. This is an action for patent infringement pursuant to 35 U.S.C. § 271
 26 *et seq.* This Court has exclusive subject matter jurisdiction over this action under
 27 28 U.S.C. §§ 1331 and 1338(a).

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2. This Court has personal jurisdiction over SaniSure because, on information and belief, SaniSure has done substantial business in this judicial district. Further, SaniSure is a California corporation with a regular and established place of business in this judicial district at 1020 Flynn Road, Camarillo, California 93012.

3. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)(2), 1391(c)(2), and 1400(b) based on the foregoing facts and because, on information and belief, a substantial part of the acts or omissions giving rise to the claim, including SaniSure’s acts of infringement, have occurred in this judicial district.

THE PARTIES

4. Meissner is a corporation organized and existing under the laws of the State of California having a principal place of business at 1001 Flynn Road, Camarillo, California 93012.

5. On information and belief, Defendant Sani-Tech West, Inc. d/b/a SaniSure¹ is a California corporation having a business and agent address of 1020 Flynn Road, Camarillo, California 93012.

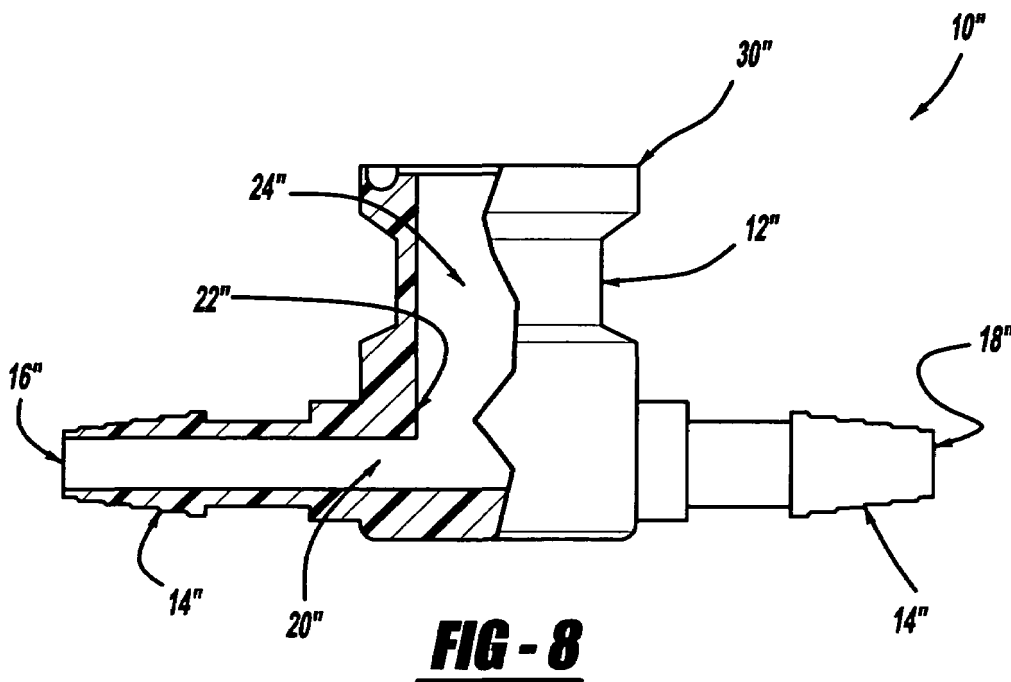
THE ASSERTED PATENT

6. United States Patent No. 7,373,825 (“the ’825 Patent”), titled “GAUGE TEE DEVICE,” was duly issued by the United States Patent and Trademark Office (“USPTO”) on May 20, 2008. A true and correct copy of the ’825 Patent is attached hereto as Exhibit B.

7. Meissner owns by assignment the entire right, title, and interest in and to the ’825 Patent. As the owner of the entire right, title, and interest in and to the ’825 Patent, Meissner possesses the right to sue and to recover for infringement of the ’825 Patent.

¹ Attached hereto as Exhibit A is a true and correct copy of Sani-Tech West, Inc.’s Fictitious Business Name Statement listing SaniSure as one of its registered fictitious business names.

1 8. The '825 Patent is directed to a disposable sanitary gauge tee. Figure
 2 8 of the '825 Patent, which illustrates non-limiting aspects of some of the claimed
 3 embodiments, illustrates a gauge tee device 10" having a pressure fluid passageway
 4 24", the pressure fluid passageway 24" having a diameter at its proximal end 22"
 5 that is substantially the same as the diameter at its distal end 30".



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 18 9. Meissner sells products embodying the invention of the '825 Patent,
 19 called Single-Use Gauge Tees. Since at least December 2016, Meissner has
 20 identified the '825 Patent on its Single-Use Gauge Tees that are covered by this
 21 patent.

22 10. The only independent claim of the '825 Patent, claim 1, recites:

23 1. A disposable sanitary gauge tee with no dead zone for use
 24 in pressure measurement of fluid in disposable tubing comprising:

25 a body including a main fluid passageway in fluid connection
 26 with a proximal end of a pressure fluid passageway;

27 said main fluid passageway including a fluid port and a second
 28 fluid port, wherein a hose barb is operatively attached to said body at
 said fluid port and said second fluid port, wherein said disposable
 tubing can be removably attached to said hose barbs;

1 said pressure fluid passageway including a distal end for
2 removable attachment of a sanitary pressure gauge and a biocompatible
3 gauge protector for isolation of said fluid from said sanitary pressure
4 gauge; and

5 said proximal end of said pressure fluid passageway being
6 substantially the same diameter as said distal end of said pressure fluid
7 passageway, therein providing a total transfer of fluid within said
8 pressure fluid passageway during fluid flow.

9 **THE DEFENDANT AND ACCUSED PRODUCTS**

10 11. SaniSure is currently making, using, offering for sale, and/or selling
11 disposable sanitary gauge tees, which it markets as aSURE® Instrument Fittings,
12 that infringe the '825 Patent, including at least those identified by product numbers
13 23-181010 and 23-181012 (collectively, the "Accused Products").

14 12. On information and belief, TBL Performance Plastics LLC ("TBL
15 Plastics"), formerly a Delaware limited liability company, originally manufactured,
16 used, offered for sale, and/or sold the Accused Products. TBL Plastics hosts, on its
17 webpage, a brochure showing and describing the Accused Products (the "TBL
18 aSURE Brochure"). A true and correct copy of the TBL aSURE Brochure,
19 available at [https://www.tblplastics.com/wp-content/uploads/2018/07/Single-Use-
20 Pressure-Sensor-Fitting-aSURE.pdf](https://www.tblplastics.com/wp-content/uploads/2018/07/Single-Use-Pressure-Sensor-Fitting-aSURE.pdf), is attached hereto as Exhibit C. Page 3 of the
21 TBL aSURE Brochure is of particular relevance.

22 13. On information and belief, on August 16, 2021, TBL Plastics merged
23 with SaniSure, with SaniSure as the surviving entity and TBL Plastics as the
24 disappearing entity. A document titled Agreement and Plan of Merger between
25 SaniSure and TBL Plastics, as filed with the California Secretary of State, and
26 retrieved from the California Secretary of State official website, is attached hereto
27 as Exhibit D.

28 14. On or about January 17, 2022, SaniSure published a webpage and
29 article at [https://sanisure.com/news/sanisure-has-been-granted-a-broad-patent-
30 claim-for-its-novel-asure-fitting-program/](https://sanisure.com/news/sanisure-has-been-granted-a-broad-patent-claim-for-its-novel-asure-fitting-program/) and <https://sanisure.com/wp->

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1 <content/uploads/2022/01/SaniSure-patent-for-aSURE-fitting-program-3.pdf>,
2 respectively. True and correct copies of a screenshot of the webpage and the article
3 are attached hereto as Exhibits E and F, respectively. The SaniSure webpage states
4 that “SaniSure has been granted a broad-use patent for its novel aSURE™ fitting
5 program” and further states that “[t]he aSURE™ program incorporates a built in
6 hermetically fused elastomeric sanitary gasket or diaphragm (Cellgyn®) to a
7 standard, rigid polypropylene sanitary fitting (sub straight).” (Exhibit E). The
8 SaniSure article includes substantially similar assertions. (Exhibit F).

9 15. A comparison between SaniSure’s “novel” aSURE instrument fitting
10 and one of the Accused Products as shown in the TBL aSURE Brochure is provided
11 below.



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22 **SaniSure’s Fitting**
(Exhibit E)



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28 **TBL Plastic’s Fitting**
(Exhibit C, page 3)

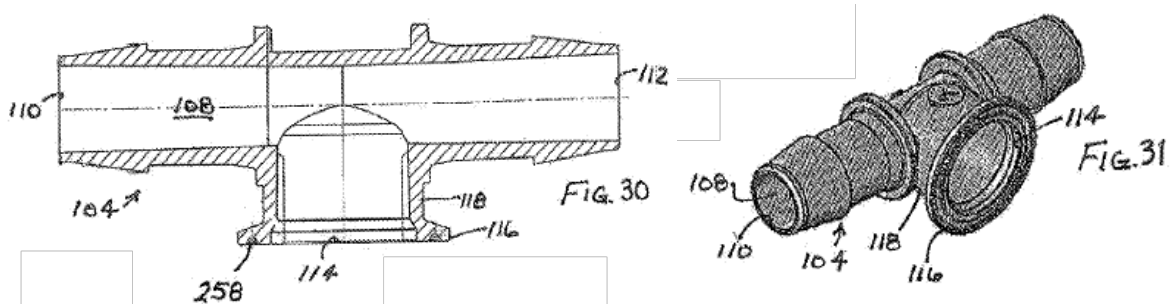
16. On information and belief, SaniSure’s webpage and article (Exhibits
E and F) refer to U.S. Patent No. 11,143,336 (the “’336 Patent”), which issued on
October 21, 2021. A true and correct copy of the ’336 Patent is attached hereto as
Exhibit G. The ’336 Patent was assigned from TBL Plastics to SaniSure on

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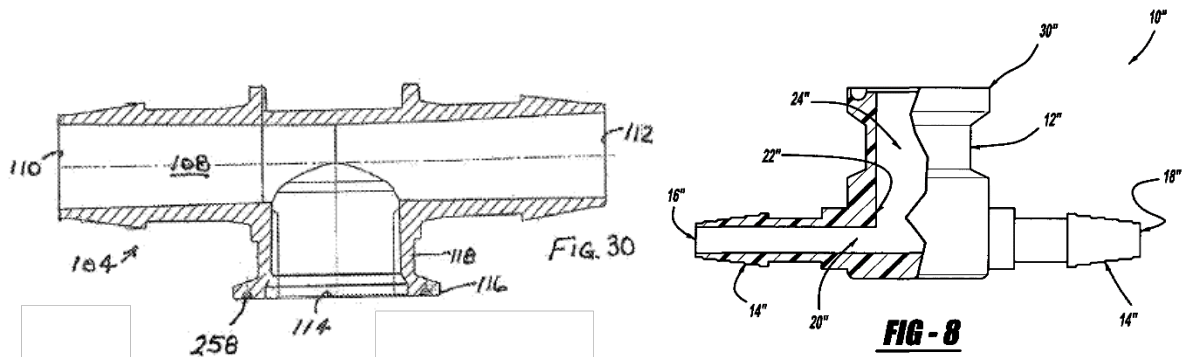
1 August 16, 2021, which is recorded at reel/frame 057443/0598 of the USPTO’s
 2 assignment records.²

3 17. On information and belief, the ’336 Patent describes the “standard,
 4 rigid polypropylene sanitary fitting (sub straight)” described in SaniSure’s
 5 webpage and article at column 9, lines 49–55, where it states that the “[f]itting
 6 member 104 is a T fitting defining a linear flow-through pathway or lumen segment
 7 108 extending between two openings 110 and 112 at opposite ends. The fitting
 8 member includes a third opening 114 at an end 116 of a lateral branch or stem 118
 9 of the T fitting, which defines an ancillary lumen or tributary liquid channel lateral
 10 to the flow-through pathway 108.” Figures 30 and 31 of the ’336 Patent, both of
 11 which show the “fitting member 104,” are provided below. On information and
 12 belief, the “standard, rigid polypropylene sanitary fitting (sub straight)” referenced
 13 by SaniSure on its webpage and in its article is consistent with the illustrated fitting
 14 member 104 in Figures 30 and 31 of the ’336 Patent



24 ² Although TBL Plastics was aware of the ’825 Patent as late as February 5, 2020,
 25 and SaniSure was aware of the ’825 Patent as late as March 19, 2021, the ’825
 26 Patent was not disclosed to the USPTO during prosecution of the ’336 Patent. *See*
 27 *infra*, paragraphs 28–29. And on September 29, 2021, a continuation application
 28 of the ’336 Patent was filed with the USPTO and assigned U.S. Application No.
 17/489,340. To date, the ’825 Patent has not been disclosed to the USPTO during
 prosecution of the continuation application of the ’336 Patent.

1 18. A comparison between Figure 30 of the '336 Patent and Figure 8 of
 2 the '825 Patent is provided below.



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 10 19. The '336 Patent, at column 10, lines 6–8, goes on to explain that the
 11 “[g]asket 106 is heat fused to fitting member 104 so as to form a fluid-tight seal
 12 between material of the gasket and material of the fitting member.” Thus, on
 13 information and belief and consistent with the disclosure of the '336 Patent,
 14 SaniSure manufactures its aSURE Instrument Fittings by first manufacturing a
 15 fitting member and separately and independently affixing a gasket to one end of
 16 the fitting member.

17 20. SaniSure’s disposable sanitary gauge tees, including at least those
 18 identified by product numbers 23-181010 and 23-181012, referred to above and
 19 below as the Accused Products, each have, either literally or under the doctrine of
 20 equivalents, all the elements of at least claim 1 of the '825 Patent as described in
 21 the chart attached hereto as Exhibit H and as follows:

22 (i) SaniSure describes the Accused Products on its website
 23 as the “aSURE™ Instrument fitting[s]” and the “aSURE instrument
 24 tee[s].” (Exhibit C, page 3; Exhibit F). The Accused Products do not
 25 have a dead zone and may be used to measure pressure in disposable
 26 tubing;

27 (ii) The Accused Products have a body including a main fluid
 28 passageway in fluid connection with a proximal end of a pressure
 fluid passageway;

(iii) The main fluid passageway of the Accused Products
 includes a fluid port and a second fluid port, and a hose barb is

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1 operatively attached to the body at the fluid port and the second fluid
 2 port. Disposable tubing can be removably attached to said hose barbs;

3 (iv) During manufacture, the pressure fluid passageway of the
 4 Accused Products includes a distal end for removable attachment of a
 5 sanitary pressure gauge and a biocompatible gauge protector for
 6 isolation of the fluid from the sanitary pressure gauge. Additionally, in
 7 their final configuration, the pressure fluid passageway of the Accused
 8 Products includes a distal end for removable attachment of a sanitary
 9 pressure gauge and a biocompatible gauge protector for isolation of the
 10 fluid from the sanitary pressure gauge; and

11 (v) The proximal end of the pressure fluid passageway of the
 12 Accused Products has substantially the same diameter as the distal end
 13 of the pressure fluid passageway such that a total transfer of fluid is
 14 provided within the pressure fluid passageway during fluid flow.

15 21. As would be understood by one of ordinary skill in the art,
 16 “substantially the same diameter” as recited in claim 1 of the ’825 Patent does not
 17 require exactly the same diameter at the proximal and distal ends of the pressure
 18 fluid passageway but covers variations between the diameter at the proximal and
 19 distal ends of the pressure fluid passageway. As can be seen at least in Figure 8 of
 20 the ’825 Patent, which is reproduced again below, such variations in diameters of
 21 the proximal end 22” and the distal end 30” of the pressure fluid passageway 24”
 22 were shown in at least one illustrated embodiment:

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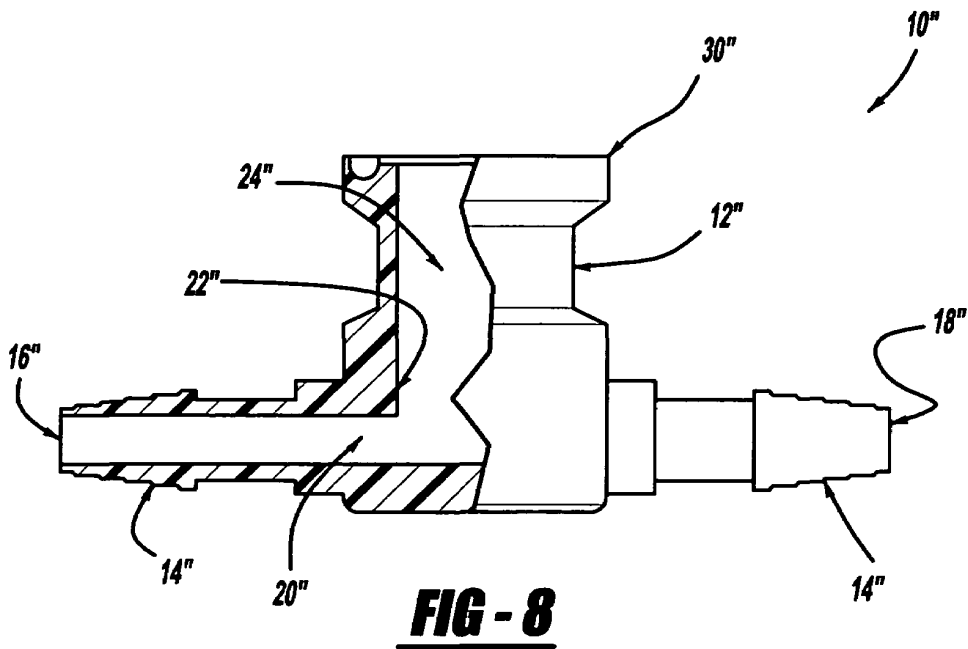


FIG - 8

22. For example, as described at column 6, lines 48–50 of the '825 Patent, “[t]he proximal end 22” is almost or substantially the same diameter as the distal end 30” of the pressure fluid passageway 20”.”

23. SaniSure markets and sells the Accused Products with a biocompatible gauge protector affixed to the pressure fluid passageway. However, on information and belief, and as described at least in the '336 Patent, SaniSure first manufactures a sanitary gauge tee without the biocompatible gauge protector affixed to the pressure fluid passageway. The Accused Products, at least at this stage of manufacture before the biocompatible gauge protector is affixed to the pressure fluid passageway, have, either literally or under the doctrine of equivalents, all of the elements of at least claim 1 of the '825 Patent. On information and belief and consistent with SaniSure’s website and article, SaniSure refers to its Accused Products at this stage of manufacture as the “standard, rigid polypropylene sanitary fitting (sub straight)” and describes it as the “fitting member 104” in the '336 Patent. Thus, on information and belief, SaniSure, makes, either literally or under the doctrine of equivalents, a disposable sanitary gauge tee that has all the elements of at least claim 1 of the '825 Patent.

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1 24. Additionally and alternatively, on information and belief, the pressure
2 fluid passageway of the Accused Products in the as-sold configuration remains
3 capable of removable attachment of a sanitary pressure gauge and a biocompatible
4 gauge protector. For example, even with the presence of the biocompatible gauge
5 protector affixed over the pressure fluid passage way, the pressure fluid
6 passageway of the Accused Product remains capable of removable attachment of a
7 sanitary pressure gauge and a biocompatible gauge protector for isolation of fluid
8 from the sanitary pressure gauge.

9 25. Additionally and alternatively, the biocompatible gauge protector sold
10 with the Accused Products can be removed from the disposable sanitary gauge tee
11 without destroying the disposable sanitary gauge tee, separately and additionally
12 rendering the distal end of the pressure fluid passageway of the Accused Products
13 “for removable attachment of a sanitary pressure gauge and a biocompatible gauge
14 protector for isolation of the fluid from the sanitary pressure gauge.”

15 26. In addition, because the pressure fluid passageway in the Accused
16 Products performs substantially the same function in substantially the same manner
17 as in the claimed embodiment to obtain the same result, any difference between the
18 Accused Products and claim 1 of the '825 Patent is insubstantial and does not avoid
19 infringement.

20 27. Accordingly, SaniSure has infringed, and continues to infringe, at
21 least claim 1 of the '825 Patent by making, using, offering for sale, and/or selling
22 the Accused Products, which embody all of the features of at least claim 1 of the
23 '825 Patent both during manufacture and as marketed and sold.

24 **THE PARTIES' HISTORY**

25 28. Meissner contacted TBL Plastics as early as January 3, 2020, prior to
26 TBL Plastic's merger with SaniSure, informing it of Meissner's patent rights in the
27 '825 Patent. A true and correct copy of the January 3, 2020, letter is attached hereto
28 as Exhibit I. Counsel for TBL Plastics responded on February 5, 2020. A true and

1 correct copy of the February 5, 2020, letter from TBL Plastic’s counsel to
2 Meissner’s counsel is attached hereto as Exhibit J.

3 29. On March 19, 2021, Meissner filed suit against SaniSure and TBL
4 Plastics in this court for infringement of the ’825 patent based on the same Accused
5 Products. That suit was assigned Case No. 2:21-cv-02446 (the “first suit”). Based
6 on representations made by counsel for SaniSure and TBL Plastics, Meissner filed
7 a Notice of Voluntarily Dismissal Without Prejudice on June 17, 2021. [Case No.
8 2:21-cv-02446, Dkt. 9]. The first suit was dismissed without prejudice on June 21,
9 2021 so that the parties could attempt to settle the matter. [Case No. 2:21-cv-
10 02446, Dkt. 10].

11 30. The parties were unable to resolve the dispute. Accordingly, the
12 instant suit is being filed.

13 31. Since being put on notice of the ’825 Patent, SaniSure has not ceased
14 manufacturing, offering for sale, or selling the Accused Products and has, in fact,
15 doubled down on the Accused Products.

16 **CLAIM FOR RELIEF**

17 **(Patent Infringement of U.S. Patent No. 7,373,825)**

18 32. Meissner incorporates and re-alleges Paragraphs 1 through 31 of this
19 Complaint as if fully set forth herein.

20 33. The USPTO duly issued the ’825 Patent on May 20, 2008.

21 34. The ’825 Patent is valid and enforceable.

22 35. Meissner has, since at least December 2016, marked its products
23 covered by the ’825 Patent pursuant to 35 U.S.C. § 287.

24 36. SaniSure has infringed at least claim 1 of the ’825 Patent, either
25 literally or under the doctrine of equivalents, by making, using, offering to sell,
26 and/or selling in the United States its aSURE Instrument Fittings, including at least
27 those identified by product numbers 23-181010 and 23-181012 (referred to above
28 and below as the “Accused Products”).

1 37. SaniSure’s infringement of the ’825 Patent has injured Meissner, and
2 Meissner is entitled to recover damages adequate to compensate it for SaniSure’s
3 infringement, which in no event can be less than a reasonable royalty.

4 38. Upon information and belief, SaniSure’s infringement was willful
5 because SaniSure made, used, offered for sale, and/or sold, and continue to do the
6 same, the Accused Products despite an objectively high likelihood that their actions
7 constituted infringement of a valid patent, and SaniSure, and TBL Plastics prior to
8 its merger with SaniSure, knew or should have known of such risk when they
9 infringed the ’825 Patent.

10 39. TBL Plastics, and by implication SaniSure, was put on actual notice
11 of the ’825 Patent as early as February 5, 2020, but continued to make, use, offer
12 for sale, and sell the Accused Products. At the latest, SaniSure was put on actual
13 notice by the filing of the first suit on March 19, 2021. Accordingly,
14 SaniSure’s infringement is willful.

15 40. Pursuant to 35 U.S.C. § 284, the Court should award Meissner treble
16 damages as a result of SaniSure’s willful infringement.

17 41. SaniSure’s infringement of the ’825 Patent is exceptional.
18 Accordingly, pursuant to 35 U.S.C. § 285, Meissner is entitled to recover from
19 SaniSure its reasonable attorneys’ fees and costs incurred in prosecuting this action.

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment
23 as follows:

- 24 1. That SaniSure has infringed the ’825 Patent;
25 2. That SaniSure’s infringement of the ’825 Patent has been willful;
26 3. Entry of a permanent injunction against further infringement of
27 the ’825 Patent by SaniSure;
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1 4. An award of damages adequate to compensate Meissner for
2 SaniSure’s infringement of the ’825 Patent, including pre-judgment interest and
3 costs;

4 5. An Order requiring SaniSure to account for and pay to Meissner any
5 and all profits made by SaniSure from its sales of the Accused Products pursuant
6 to 35 U.S.C. § 289;

7 6. An award of all other damages permitted by 35 U.S.C. § 284;

8 7. A determination that this is an exceptional case within the meaning of
9 35 U.S.C. § 285 and an award to Meissner of its costs and reasonable attorneys’
10 fees incurred in this action; and

11 8. Such other relief as this Court deems just and proper.

12
13 Dated: February 22, 2022

Respectfully submitted,
LEWIS ROCA ROTHGERBER
CHRISTIE LLP

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15
16 By /s/Kyle W. Kellar
Constantine Marantidis
G. Warren Bleeker
Kyle W. Kellar

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19 Attorneys for Plaintiff
20 Meissner Filtration Products, Inc.
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JURY DEMAND

Plaintiff requests a jury trial of all issues in this action so triable.

Dated: February 22, 2022

Respectfully submitted,

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CHRISTIE LLP

By /s/Kyle W. Kellar

Constantine Marantidis

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Attorneys for Plaintiff

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