Scott M. Lowry, Esq. (CA Bar No. 244,504)
E-Mail: Scott@LawLB.com
LOWRY BLIXSETH APC
30423 Canwood St., Ste. 215
Agoura Hills, California 91301
Tel: 818-584-6460
Facsimile: 818-574-6026

Andrew D. Bochner, Esq. (*pro hac vice* to be filed)
E-Mail: Andrew@BochnerIP.com
Meredith Lloyd, Esq. (*pro hac vice* to be filed)
E-Mail: meredith@bochnerip.com
BOCHNER IP, PLLC
295 Madison Ave., 12th Fl.
New York, New York 10017
Tel: (646) 971-0685

Attorneys for P2I Ltd.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

P2I LTD., a United Kingdom limited company,

Plaintiff,

v.

FAVORED TECH USA CORPORATION, a Delaware corporation; JIANGSU FAVORED NANOTECHNOLOGY CO., LTD., a Chinese corporation; GN AUDIO USA INC., a Delaware corporation; and DOES 1-10, inclusive

Defendants.

Case No. 3:23-cv-1690

COMPLAINT FOR:

1. **INFRINGEMENT OF U.S. PATENT NO. 8,389,070;**
2. **INFRINGEMENT OF U.S. PATENT NO. 11,041,087;**
3. **MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND TRADE SECRETS ACT OF 2016;**
4. **FEDERAL COMMON LAW UNFAIR COMPETITION;**
5. **UNFAIR BUSINESS PRACTICES, CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*; AND**
6. **TORTIOUS INTERFERENCE**

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff P2I Ltd. ("**P2i**" or "**Plaintiff**"), by and through its attorneys, hereby alleges for its Complaint for Patent Infringement against defendant Favored Tech USA Corporation ("**FTC**"), Jiangsu Favored Nanotechnology Co., Ltd. ("**JFN**"), and GN Audio USA Inc. ("**GN Audio**") (FTC and JFN, collectively, the "**Favored Defendants**," and the Favored Defendants and GN Audio, collectively, the "**Defendants**"), on personal knowledge as to its own activities and on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is an action for the willful infringement of P2i's United States Patent Nos. 8,389,070 (the "**'070 Patent**") and 11,041,087 (the "**'087 Patent**") (collectively, the "**P2i Patents**") under the Patent Act, 35 U.S.C. § 271, based on Defendants' willful and unauthorized commercial manufacture, use, importation, offer for sale, and sale of components incorporating a surface polymeric coating and using methods of depositing thereof in and to the United States.

2. This action also includes claims for damages and injunctive relief for Favored Defendants' trade secret misappropriation, tortious interference, and unfair competition.

INTRODUCTION

3. P2i was formed nearly 20 years ago, in 2004, and is a global leader in liquid repellent nanotechnology. P2i prides itself in in its breakthrough technology, which created substantial sales, success, and incredible revenue growth for P2i.

4. Since its humble beginnings, P2i has secured over thirty patents worldwide to protect its groundbreaking technologies—including the P2i Patents. Under the protection of these patents, P2i has become the known source of protective coatings for many well-known and world-famous businesses—including the British Ministry of Defense. P2i has invested over £100,000,000 in developing and protecting its technology.

5. JFN, on the other hand, is a Chinese company started recently, in 2016, which also sells protective coating technologies together with its subsidiary FTC. In what was clearly a deliberate attempt to benefit from P2i's success, Favored Defendants sought out ways to build their own businesses off of P2i's success. Identifying P2i as the gold standard of protective

coating technology and success, Favored Defendants began a campaign to copy P2i's patented technologies without P2i's authorization and use deceitful tactics in an attempt to run P2i out of business. Favored Defendants have been infringing P2i's patents ever since.

6. As part of its efforts to unjustly profit off of P2i's success, Favored Defendants hired an ex-employee of P2i, Donald Zhang ("**Mr. Zhang**"), for the purpose of exploiting highly confidential and proprietary trade secret information belonging to P2i and in Mr. Zhang's possession.

7. As part of this infringement, GN Audio began a similar pursuit in the United States on February 10, 2023, when GN Audio's parent company, GN Hearing A/S, terminated its long-standing relationship with P2i at which point GN Audio began itself infringing the P2i Patents at least by manufacturing and selling products that infringe the P2i Patents in the United States.

8. P2i has thus been forced to file this action to vindicate its rights.

PARTIES

9. P2i is a limited company formed under the laws of the United Kingdom, with a principal place of business at 9-12 North Central, 127 Olympic Avenue, Milton Park, Oxfordshire OX14 4SA, U.K., and does business in over fifteen countries across the world, including the U.K., U.S., India, and China.

10. Upon information and belief, JFN is incorporated in China and has a principal place of business located in China. JFN has an alternative principal place of business in the United States located at 1601 S De Anza Blvd., Cupertino, CA 95014. Upon information and belief, Defendant was founded in Wuxi, China in 2016.

11. Upon information and belief, FTC is a Delaware corporation with its principal place of business located at 1601 S De Anza Blvd., Cupertino, CA 95014. Upon information and belief, FTC is a subsidiary of JFN.

12. Upon information and belief, GN Audio is a Delaware corporation with its principal place of business located at 900 Chelmsford Street, Lowell, Massachusetts 01851. GN Audio has a place of business located in Cupertino, CA.

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JURISDICTION AND VENUE

13. This is an action for patent infringement arising under the provisions of the Patent Laws of the United States of America, Title 35 of the United States Code, §§ 100, *et seq.*, as well as well as the laws of the state of California.

14. Subject matter jurisdiction over the claims is conferred upon this Court by 28 U.S.C. § 1331 (federal question jurisdiction), 28 U.S.C. § 1332(a) (diversity jurisdiction), 28 U.S.C. § 1367 (supplemental jurisdiction), and 28 U.S.C. § 1338(a)-(b) (patent jurisdiction).

15. This Court has personal jurisdiction over Defendants because, upon information and belief, Defendants have a place of business in this District, conducts and runs its business from this District, imports Infringing Products (defined *infra*) into California, has availed themselves of the rights and benefits of the laws of California, have derived substantial revenue from the sales of its products in California, have systematic and continuous business contacts with California, and have committed acts giving rise to this action within California and within this District.

16. Venue is proper in this action pursuant to 28 U.S.C. §§ 1391, 1400(b) at least because Defendants have a principal place of business in Cupertino, California, and Defendants have committed acts of infringement in this District, including by providing infringing products and/or services to its customers in this District.

FACTS

The Asserted Patents

17. P2i's extensive research and development work has led to a robust patent portfolio—with pending and issued patents filed throughout the world, including the P2i Patents.

18. United States Patent Number 8,389,070, entitled "Coating of a polymer layer using low power pulsed plasma in a plasma chamber of a large volume," was duly and legally issued on March 5, 2013, and names Stephen R. Coulson, Ian Burnett, and John H. Sambell as the inventors. Attached as Ex. B is a true and correct copy of the '070 Patent.

19. The claims of the '070 Patent are directed to, among other things, a method for depositing a polymeric material onto a substrate, including introducing a monomeric material in a

gaseous state into a plasma deposition chamber to allow a polymeric layer to form on the surface of the substrate.

20. United States Patent Number 11,041,087, entitled "Coatings," was duly and legally issued on June 22, 2021, and names Stephen R. Coulson, Delwyn Evans, Angeliki Siokou, and Clive Telford as the inventors. Attached as Ex. C is a true and correct copy of the '087 Patent.

21. The '087 Patent claims, among other things, an electronic or electrical device or electronic or electrical component thereof including a protective cross-linked polymeric coating on a surface of the device or component.

22. P2i is the assignee of the entire right, title, and interest in and to the P2i Patents, including all right to recover for any and all infringement thereof. All necessary maintenance fees for the P2i Patents have been timely paid in full. The P2i Patents are valid and enforceable.

P2i's Background

23. P2i is a long-standing company that develops liquid repellent nanotechnology for mass manufacturing. Specifically, P2i has developed cutting edge nano-coating technologies for electronic components which increase product life-cycles and lowers the total cost of ownership.

24. P2i has obtained numerous patent applications relating to its coating technologies, including its first application filed in 1998—18 years before JFN was founded in 2016. To date, P2i has been issued over thirty patents in a wide variety of countries including, but not limited to, the U.S., U.K., India, Japan, Korea, Mexico, Australia, and China. Additional applications relating to P2i's coating technologies are currently pending.

25. As part of its portfolio of technologies, P2i invented and perfected a method and composition for a protective coating for electronics using a cross-linked polymer and applying said coating by using plasma-enhanced vapor deposition. P2i's innovative approach allowed for the mass manufacture of nano-coating technology. These technologies are embodied in the P2i Patents.

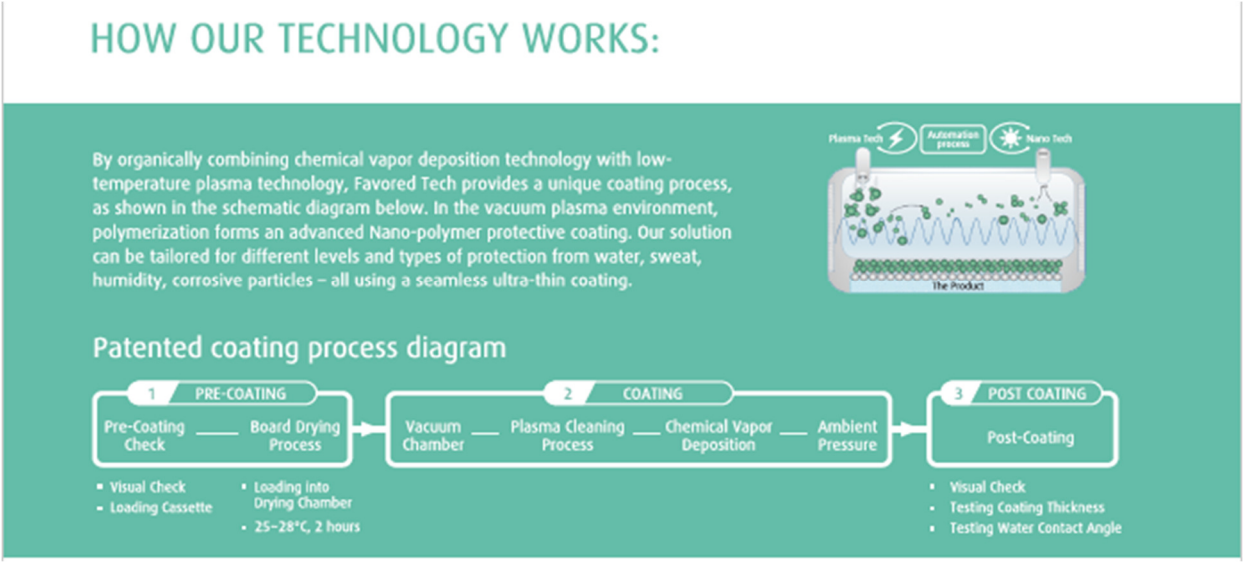
Favored Defendants' Willfully Infringing Activities and Products

26. Upon information and belief, Favored Defendants have, and continue to, infringe the P2i Patents by making, using, selling, and offering for sale electronic or electrical devices or

electronic or electrical components thereof using P2i's patented coating technology and/or using a method of application thereof (the "**Infringing Products**"), and importing the Infringing Products that embody or use the inventions claimed in the P2i Patents into the United States.

27. Specifically, Favored Defendants make, use, sell, offer for sale, and/or import nano-coating solutions for electrical devices and components thereof of various sizes to which Favored Defendants apply a cross-linked linked polymeric coating obtained by exposing the device or component to a monomer-containing plasma and crosslinking reagent as claimed in the '087 Patent. The monomer-containing plasma is used by Favored Defendants as part of a method for plasma-enhanced vapor deposition as claimed in the '070 Patent.

28. Favored Defendants' infringement of the '070 Patent is evidenced by Favored Defendants' own admission shown in at least Favored Defendants' promotional material, shown below, which highlights Favored Defendants' infringing method of applying its polymer coatings. Attached as Ex. A is a true and correct copy of Favored Defendants' promotional material.



29. Upon information and belief, Favored Defendants have manufactured the Infringing Products using P2i's method patented by the '070 Patent.

30. Upon information and belief, Favored Defendants have marketed the Infringing Products in the United States.

31. Upon information and belief, Favored Defendants sell the Infringing Products in the United States.

32. Upon information and belief, Favored Defendants have offered for sale the Infringing Products in the United States.

33. Upon information and belief, Favored Defendants have used the Infringing Products in the United States.

34. Upon information and belief, Favored Defendants have imported the Infringing Products into the United States via one or more ports located in California, including the ports of Oakland, Long Beach, and/or Los Angeles.

35. Upon information and belief, Favored Defendants have been and are inducing infringement of the '087 Patent by actively and knowingly inducing others, including GN Audio, to make, use, sell, offer for sale, or import the Infringing Products that embody or use the inventions claimed in the '087 Patent. Specifically, Favored Defendants have supplied, and continues to supply, its customers, including GN Audio, with the Infringing Products treated with P2i's patented cross-linked linked polymeric coating.

36. Favored Defendants are supplying such components or devices with undeniable knowledge and intent that its customers infringe the P2i Patents. This is at least because Favored Defendants are aware of the P2i Patents, as evidenced by numerous proceedings involving FTC and P2i in regard to P2i's intellectual property. Including proceedings initiated by FTC against the '070 Patent, and United States Patent Number 10,421,876, the parent application of the '087 Patent —including *inter partes* review Case Nos. IPR2020-00478 (the "**'070 Proceeding**") and IPR2020-01198 (the "**'876 Proceeding**") (collectively, the "**Proceedings**").

37. Upon information and belief, Favored Defendants have been and are continuing to contributorily infringe the '087 Patent by selling or offering to sell electrical components, knowing them to be especially made or especially adapted for practicing the invention of the '087 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use. Specifically, Favored Defendants supplied, and continues to supply, its customers, including GN Audio, with the Infringing Products treated with P2i's patented cross-linked linked polymeric coating. Favored Defendants are doing so with the knowledge that such components and devices will be used by its customers, including GN Audio, to infringe at least the '087 Patent.

38. Favored Defendants have known of the existence of the P2i Patents, and their acts of infringement have been willful and in disregard for the P2i Patents, without any reasonable basis for believing that it had a right to engage in the infringing conduct.

39. Favored Defendants' knowledge of the P2i Patents is indisputable as evidenced at least by the Proceedings.

40. Favored Defendants, with their knowledge that they were infringing the P2i Patents, initiated the Proceedings in an attempt to invalidate P2i's valuable intellectual property and run P2i out of business. The '070 Proceeding was unsuccessful, and despite the '876 Proceeding, the '087 Patent remains valid and enforceable.

41. Favored Defendants' willful infringement of the P2i Patents has directly resulted in P2i suffering significant monetary damaged, including a loss of a substantial amount of business.

42. Upon information and belief, Favored Defendants hired Mr. Zhang to further misappropriate P2i's intellectual property. In the time Mr. Zhang spent working for P2i, Mr. Zhang had access to highly confidential and proprietary information belonging to P2i, including P2i's customer lists, business strategy plans, and/or specific customer price information.

43. Upon information and belief, Mr. Zhang took this information to Favored Defendants, and Favored Defendants used such information to gain an unfair advantage over P2i, including by undercutting P2i's prices in an attempt to displace P2i as the provider of protective polymer coatings.

GN Audio's Willfully Infringing Activities and Products

44. Upon information and belief, GN Audio has, and continues to, infringe the P2i Patents by making, using, selling, and offering for sale electronic or electrical devices or electronic or electrical components thereof using P2i's patented coating technology and/or method of application thereof (the "**GN Audio Products**"), and importing the GN Audio Products that embody or use the inventions claimed in the P2i Patents into the United States.

45. Specifically, on February 10, 2023, GN Audio's parent company, GN Hearing A/S ("**GN Hearing**"), sent an email to P2i, notifying P2i that GN Hearing was terminating its agreement with P2i. The agreement, executed on March 31, 2010, licensed P2i's patented coating

technologies to GN Hearing and its subsidiaries, including GN Audio (the "GN Hearing Agreement").

46. Upon information and belief, GN Hearing terminated the GN Hearing Agreement to begin obtaining its, and its subsidiaries, protective coating solutions from Favored Defendants.

47. Since terminating the GN Hearing Agreement, GN Audio, without P2i's authorization, continues to make, use, sell, offer for sale, and/or import electrical devices and components including a cross-linked linked polymeric coating obtained by exposing the device or component to a monomer-containing plasma and crosslinking reagent as claimed in the '087 Patent. The monomer-containing plasma is used as part of a method for plasma-enhanced vapor deposition as claimed in the '070 Patent.

48. Upon information and belief, GN Audio has manufactured the GN Audio Products using P2i's method patented by the '070 Patent.

49. Upon information and belief, GN Audio has marketed the GN Audio Products in the United States.

50. Upon information and belief, GN Audio sells the GN Audio Products in the United States.

51. Upon information and belief, GN Audio has offered for sale the GN Audio Products in the United States.

52. Upon information and belief, GN Audio has used the GN Audio Products in the United States.

53. Upon information and belief, GN Audio has imported the GN Audio Products into the United States via one or more ports located in California, including the ports of Oakland, Long Beach, and/or Los Angeles.

54. GN Audio has known of the existence of the P2i Patents, and its acts of infringement have been willful and in disregard for the P2i Patents, without any reasonable basis for believing that it had a right to engage in the infringing conduct.

55. On March 1, 2023, P2i sent a letter (the "GN Hearing Letter") informing GN Hearing of the P2i Patents, and informing GN Hearing that its continued making, using, selling,

offering for sale, and/or importing of the GN Audio Products constitutes infringement of the P2i Patents.

56. GN Audio's knowledge of the P2i Patents is indisputable as evidenced at least by the GN Hearing Letter.

57. Upon information and belief, GN Audio have been and are inducing infringement of the P2i Patent by actively and knowingly inducing others, including Favored Defendants, to make, use, sell, offer for sale, or import the Infringing Products that embody or use the inventions and methods claimed in the P2i Patents. Specifically, GN Audio has supplied, and continues to supply, its vendors, including Favored Defendants, with devices and components to be treated by Favored Defendants with P2i's patented cross-linked linked polymeric coating.

58. Defendant's willful infringement of the P2i Patents has directly resulted in P2i suffering significant monetary damaged, including a loss of a substantial amount of business.

FIRST CAUSE OF ACTION

(Infringement of U.S. Patent No. 8,389,070 – All Defendants)

59. P2i repeats and realleges paragraphs 1 through 58 hereof, as if fully set forth herein.

60. Defendants have been and are directly infringing, literally or under the doctrine of equivalents, claims 1-17 of the '087 Patent by making, using, selling, or offering for sale in the United States, or importing into the United States, including within this judicial district, electrical components or devices including P2i's patented polymeric coating applied using P2i's patented method for depositing the polymeric coating using plasma-enhanced vapor deposition, in violation of 35 U.S.C. § 271(a).

61. Defendants have, additionally or alternatively, infringed one or more claims of the '070 Patent by importing into the United States and/or using in the United States a product made by a process claimed in the '070 Patent, in violation of 35 U.S.C. § 271(g). For example, on information and belief, the Infringing Products and GN Audio Products include a protective polymeric coating.

62. On information and belief, these coatings are created according to a process

claimed in the '070 Patent.

63. On information and belief, the protective polymeric coatings are not materially changed by subsequent processes and are a significant and essential component of Defendants' products and services.

64. Independent claim 1 of the '070 Patent recites, for example, a method for depositing a polymeric material onto a substrate. The method including introducing a monomeric material in a gaseous state into a plasma deposition chamber in which a plasma zone has a volume of at least 0.5 m^3, igniting a glow discharge within said chamber, and applying a voltage as a pulsed field, at a power of from 0.001 to 500 w/m^3 for a sufficient period of time to allow a polymeric layer to form on the surface of the substrate.

65. Dependent claim 2 of the '070 Patent further recites that the plasma zone within the chamber has a volume of about $1m^3$ or more.

66. Dependent claim 3 of the '070 Patent further recites that the plasma zone has a volume of between $1m^3$ and $10m^3$.

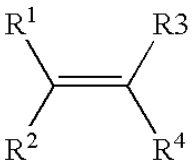
67. Dependent claim 4 of the '070 Patent further recites that the power is applied at from 0.001 to 100 w/m^3.

68. Dependent claim 5 of the '070 Patent further recites that the power is applied at from 0.04 to 100 w/m^3.

69. Dependent claim 6 of the '070 Patent further recites that the monomeric material is an unsaturated organic compound comprising a chain of carbon atoms, which are optionally substituted by halogen.

70. Dependent claim 7 of the '070 Patent further recites that the monomeric material is a compound of formula (I):

(I)



where R^1, R^2 and R^3 are independently selected from hydrogen, alkyl, haloalkyl or aryl optionally substituted by halo; provided that at least one of R^1, R^2 or R^3 is hydrogen, and R^4 is a

group X—R^5 where R^5 is an alkyl or haloalkyl group and X is a bond; a group of formula —$C(O)O(CH_2)_nY$— where n is an integer of from 1 to 10 and Y is a bond or a sulphonamide group; or a group —$(O)_pR^6(O)_q(CH_2)_t$— where R^6 is aryl optionally substituted by halo, p is 0 or 1, q is 0 or 1 and t is 0 or an integer of from 1 to 10, provided that where q is 1, t is other than 0.

71. Dependent claim 8 of the '070 Patent further recites that the compound of formula (I) is an acrylate of formula (III)

$CH_2{=}CR^7C(O)O(CH_2)_nR^5$ (III)

where n and R^5 as defined above in claim 7 and R^7 is hydrogen or $C_{1\text{-}6}$ alkyl.

72. Dependent claim 9 of the '070 Patent further recites that the acrylate of formula (III) is 1H,1H,2H,3H-heptadecafluorodecylacylate.

73. Dependent claim 10 of the '070 Patent further recites that the monomeric compound in a gaseous state is supplied to the chamber in combination with a carrier gas.

74. Dependent claim 11 of the '070 Patent further recites that the carrier gas is helium.

75. Dependent claim 12 of the '070 Patent further recites that the ratio of the monomeric compound in a gaseous state to the carrier gas is from 100:1 to 1:100.

76. Dependent claim 13 of the '070 Patent further recites that gaseous material is supplied to the chamber at a rate of at least 1 standard cubic centimeter per minute (sccm).

77. Dependent claim 14 of the '070 Patent further recites that vapours of compounds of formula (I) in the chamber are maintained at pressures of from 0.01 to 300 mbar.

78. Dependent claim 15 of the '070 Patent further recites that the power is pulsed in a sequence in which the power is on for 20 μs and off for from 1000 μs to 20000 μs.

79. Dependent claim 16 of the '070 Patent further recites that gas is supplied to the chamber along a temperature gradient.

80. Dependent claim 17 of the '070 Patent further recites that the chamber is heated during the deposition process.

81. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products include introducing a monomeric material in a gaseous state into a plasma deposition chamber in which a plasma zone has a volume of at least

0.5 m^3, igniting a glow discharge within said chamber, and applying a voltage as a pulsed field, at a power of from 0.001 to 500 w/m^3 for a sufficient period of time to allow a polymeric layer to form on the surface of the substrate. This is at least indicated in Ex. A.

82. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the plasma zone within the chamber has a volume of about $1m^3$ or more.

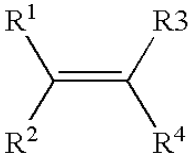
83. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the plasma zone has a volume of between $1m^3$ and $10m^3$.

84. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the power is applied at from 0.001 to 100 w/m^3.

85. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the monomeric material is an unsaturated organic compound comprising a chain of carbon atoms, which are optionally substituted by halogen.

86. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the monomeric material is a compound of formula (I):

(I)



where R^1, R^2 and R^3 are independently selected from hydrogen, alkyl, haloalkyl or aryl optionally substituted by halo; provided that at least one of R^1, R^2 or R^3 is hydrogen, and R^4 is a group X—R^5 where R^5 is an alkyl or haloalkyl group and X is a bond; a group of formula —$C(O)O(CH_2)_nY$— where n is an integer of from 1 to 10 and Y is a bond or a sulphonamide group; or a group —$(O)_pR^6(O)_q(CH_2)_t$— where R^6 is aryl optionally substituted by halo, p is 0 or 1, q is 0 or 1 and t is 0 or an integer of from 1 to 10, provided that where q is 1, t is other than 0.

87. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the compound of formula (I) is an acrylate of formula (III)

$CH_2{=}CR^7C(O)O(CH_2)_nR^5$ (III)

where n and R^5 as defined above in claim 7 and R^7 is hydrogen or $C_{1\text{-}6}$ alkyl.

88. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the acrylate of formula (III) is 1H,1H,2H,3H-heptadecafluorodecylacylate.

89. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the monomeric compound in a gaseous state is supplied to the chamber in combination with a carrier gas.

90. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the carrier gas is helium.

91. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the ratio of the monomeric compound in a gaseous state to the carrier gas is from 100:1 to 1:100.

92. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that gaseous material is supplied to the chamber at a rate of at least 1 standard cubic centimeter per minute (sccm).

93. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that vapours of compounds of formula (I) in the chamber are maintained at pressures of from 0.01 to 300 mbar.

94. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the power is pulsed in a sequence in which the power is on for 20 μs and off for from 1000 μs to 20000 μs.

95. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that gas is supplied to the chamber along a temperature gradient.

96. Defendants' method for depositing a polymeric material onto a substrate of the Infringing Products and GN Audio Products further include that the chamber is heated during the deposition process.

97. Upon information and belief, GN Audio has been and is actively inducing infringement of the '087 Patent under 35 U.S.C. §271(b). Such inducements include, but are not limited to, with specific intent to encourage the infringement, knowingly inducing others, including Favored Defendants, to use infringing articles and methods that GN Audio knows or should know infringes one or more claims of the '070 Patent. GN Audio instructs others to make and use the Infringing Products by operating in accordance with their specification, thereby inducing infringement of the '070 Patent.

98. Defendants' infringement has been, and continues to be knowing, intentional, and willful.

99. Defendants' willful acts of infringement of the '070 Patent have caused and will continue to cause P2i damages for which P2i is entitled to compensation pursuant to 35 U.S.C. § 284, including lost profits and/or a reasonable royalty.

100. Defendants' acts of infringement of the '070 Patent have caused and will continue to cause P2i immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. P2i has no adequate remedy at law.

101. This case is exceptional and, therefore, P2i is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

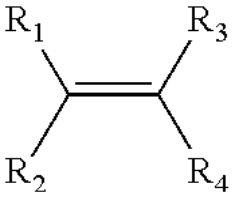
SECOND CAUSE OF ACTION
(Infringement of U.S. Patent No. 11,041,087 – All Defendants)

102. P2i repeats and realleges paragraphs 1 through 101 hereof, as if fully set forth herein.

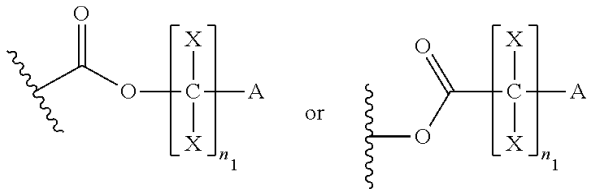
103. Defendants have been and are directly infringing, literally or under the doctrine of equivalents, claims 1-14 of the '087 Patent by making, using, selling, or offering for sale in the United States, or importing into the United States, including within this judicial district, electrical components or devices including P2i's patented polymeric coating, in violation of 35 U.S.C. §

271(a).

104. Independent claim 1 of the ’087 Patent recites, for example, an electronic or electrical device or electronic or electrical component thereof comprising a protective cross-linked polymeric coating on a surface of the device or component. The protective cross-linked polymeric coating is obtained by exposing the device or component to a plasma comprising a monomer compound and a crosslinking reagent for a period of time sufficient to allow formation of the protective cross-linked polymeric coating on a surface thereof. The monomer compound has the following formula:

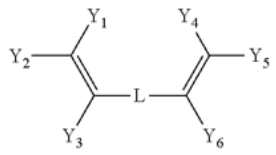


where R_1, R_2 and R_4 are each independently selected from hydrogen, optionally substituted branched or straight chain C_1-C_6 alkyl or halo alkyl or aryl optionally substituted by halo, and R_3 is selected from:

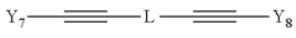


where each X is independently selected from hydrogen, a halogen, optionally substituted branched or straight chain C_1-C_6 alkyl, halo alkyl or aryl optionally substituted by halo; where A is aryl optionally substituted by halo; and n_1 is an integer from 0 to 27. The crosslinking reagent comprises two or more unsaturated bonds attached by means of one or more linker moieties and has a boiling point of less than 500° C. At standard pressure the crosslinking reagent having one of the following structures:

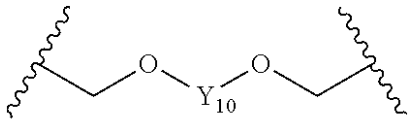
(i)



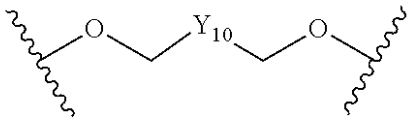
(ii)



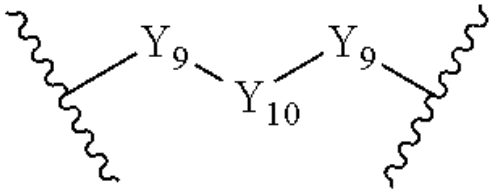
where Y_1, Y_2, Y_3, Y_4, Y_5, Y_6, Y_7 and Y_8 are each independently selected from hydrogen, optionally substituted cyclic, branched or straight chain C_1-C_6 alkyl or aryl; and L is a linker moiety. For compound (i) L is of formula A having one of the following structures:



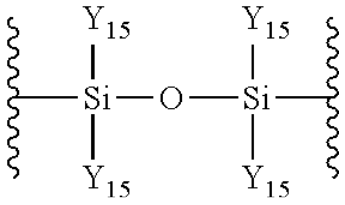
or



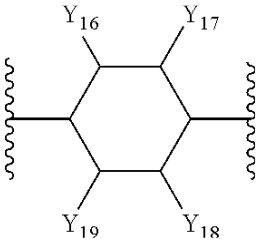
and Y_{10} is selected from optionally substituted cyclic, branched or straight chain C_1-C_8 alkylene and a siloxane group; or, for compound (i) L is of formula B having the following formula:



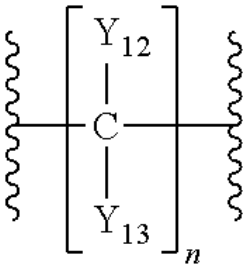
where each Y_9 is independently selected from, a bond, —O—, —O—C(O)—, —C(O)—O—, —Y_{11}—O—C(O)—, —C(O)—O—Y_{11}—, —OY_{11}—, and Y_{11}O—, where Y_{11} is an optionally substituted cyclic, branched or straight chain C_1-C_8 alkylene; and wherein Y_{10} has the following formula:



and each Y_{15} is independently selected from optionally substituted branched or straight chain C_1-C_6 alkyl; or wherein Y_{10} has the following formula:



and Y_{16} to Y_{19} are each independently selected from H and optionally substituted branched or straight chain C_1-C_8 alkyl or alkenyl; or Y_{10} has the following formula:



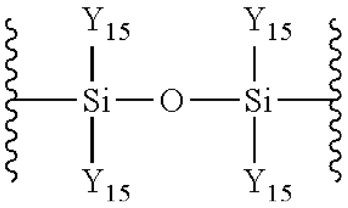
and each Y_{12} is fluoro and each Y_{13} is fluoro, and n is an integer from 1 to 10.

105. Dependent claim 2 of the ’087 Patent further recites that the protective cross-linked polymeric coating is a physical barrier to mass and electron transport.

106. Dependent claim 3 of the ’087 Patent further recites that the protective cross-linked polymeric coating forms a liquid repellent surface defined by a static water contact angle (WCA) of at least 90°.

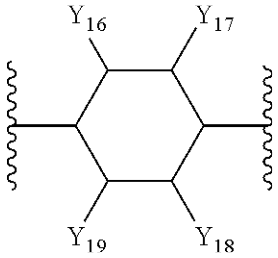
107. Dependent claim 4 of the ’087 Patent further recites that n is from 4 to 6.

108. Dependent claim 5 of the ’087 Patent further recites that Y_{10} has the following formula:



and each Y_{15} is methyl, and each Y_9 is a bond.

109. Dependent claim 6 of the ’087 Patent further recites that Y_{10} has the following formula:



and wherein Y_{18} is H or vinylene, and Y_{16}, Y_{17} and Y_{19} are each H.

110. Dependent claim 7 of the '087 Patent further recites that the crosslinking reagent is selected from 1,4-butanediol divinyl ether (BDVE), 1,4-cyclohexanedimethanol divinyl ether (CDDE), 1,2,4-trivinylcyclohexane (TVCH), 1,3-divinyltetramethyldisiloxane (DVTMDS), diallyl 1,4-cyclohexanedicarboxylate (DCHD), 1,6-divinylperfluorohexane (DVPFH), 1H,1H,6H,6H-perfluorohexanediol diacrylate (PFHDA) and glyoxal bis (diallyl acetal) (GBDA).

111. Dependent claim 8 of the '087 Patent further recites that for compound (ii), L is selected from a branched or straight chain C_1-C_8 alkylene or an ether group.

112. Dependent claim 9 of the '087 Patent further recites that each X is H.

113. Dependent claim 10 of the '087 Patent further recites that each X is F.

114. Dependent claim 11 of the '087 Patent further recites that the device or component is selected from a mobile phone, smartphone, pager, radio, sound and audio system, hearing aid, personal audio equipment, television, DVD player including portable a DVD player, video recorder, digi or other set-top boxes, computer or related component, personal digital assistant (PDA), keyboard, instrument, games console, data storage device, outdoor lighting system, radio antennae or other form of communication equipment, or printed circuit board.

115. Dependent claim 12 of the '087 Patent further recites that the sound and audio system is a loudspeaker, microphone, ringer and/or buzzer.

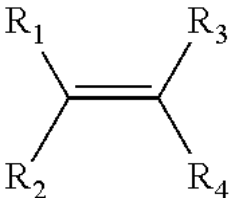
116. Dependent claim 13 of the '087 Patent further recites that the personal audio equipment is a personal CD, tape cassette or MP3 player.

117. Dependent claim 14 of the '087 Patent further recites that the computer or related component is a laptop, notebook, tablet, phablet or palmtop computer.

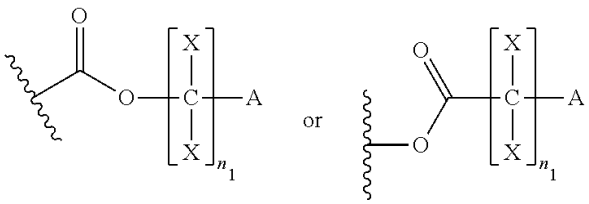
118. The Infringing Products and GN Audio Products include an electronic or electrical device or electronic or electrical component thereof as shown in Ex. A for the Infringing

Products, shown below. For example, the Infringing Products and GN Audio Products include a protective cross-linked polymeric coating on a surface of the device or component.

119. The protective cross-linked polymeric coating of the Infringing Products and GN Audio Products are obtained by exposing the device or component to a plasma comprising a monomer compound and a crosslinking reagent for a period of time sufficient to allow formation of the protective cross-linked polymeric coating on a surface thereof as indicated in Ex. A, for example. The monomer compound of the plasma used to apply the protective cross-linked polymeric coating of the Infringing Products has the following formula:



where R_1, R_2 and R_4 are each independently selected from hydrogen, optionally substituted branched or straight chain C_1-C_6 alkyl or halo alkyl or aryl optionally substituted by halo, and R_3 is selected from:



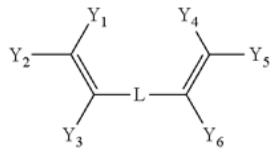
where each X is independently selected from hydrogen, a halogen, optionally substituted branched or straight chain C_1-C_6 alkyl, halo alkyl or aryl optionally substituted by halo; where A

is aryl optionally substituted by halo; and n_1 is an integer from 0 to 27.

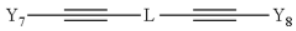
120. The crosslinking reagent of the plasma used to apply the protective cross-linked polymeric coating of the Infringing Products and GN Audio Products include two or more unsaturated bonds attached by means of one or more linker moieties and has a boiling point of less than 500° C.

121. The crosslinking reagent used to apply the protective cross-linked polymeric coating of the Infringing Products and GN Audio Products have one of the following structures at standard pressure:

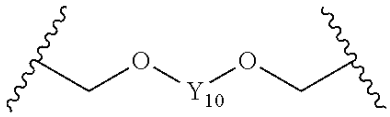
(i)



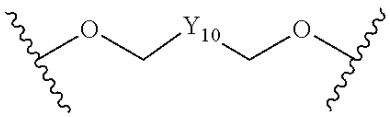
(ii)



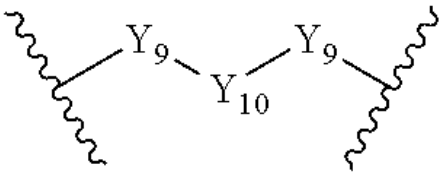
where Y_1, Y_2, Y_3, Y_4, Y_5, Y_6, Y_7 and Y_8 are each independently selected from hydrogen, optionally substituted cyclic, branched or straight chain C_1-C_6 alkyl or aryl; and L is a linker moiety. For compound (i) L is of formula A having one of the following structures:



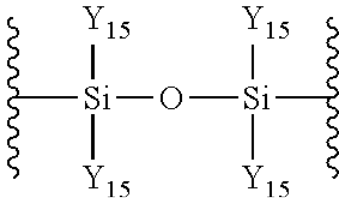
or



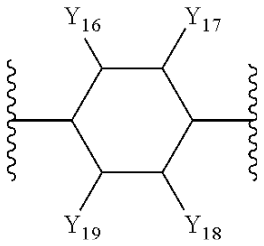
and Y_{10} is selected from optionally substituted cyclic, branched or straight chain C_1-C_8 alkylene and a siloxane group; or, for compound (i) L is of formula B having the following formula:



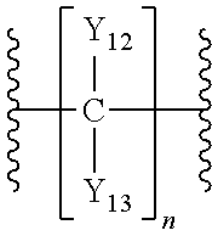
where each Y_9 is independently selected from, a bond, —O—, —O—C(O)—, —C(O)—O—, —Y_{11}—O—C(O)—, —C(O)—O—Y_{11}—, —OY_{11}—, and Y_{11}O—, where Y_{11} is an optionally substituted cyclic, branched or straight chain C_1-C_8 alkylene; and wherein Y_{10} has the following formula:



and each Y_{15} is independently selected from optionally substituted branched or straight chain C_1-C_6 alkyl; or wherein Y_{10} has the following formula:



and Y_{16} to Y_{19} are each independently selected from H and optionally substituted branched or straight chain C_1-C_8 alkyl or alkenyl; or Y_{10} has the following formula:



and each Y_{12} is fluoro and each Y_{13} is fluoro, and n is an integer from 1 to 10.

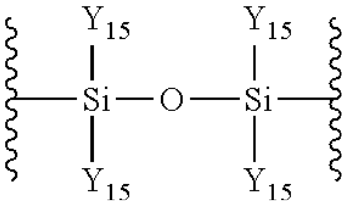
122. The Infringing Products and GN Audio Products further include that the protective cross-linked polymeric coating is a physical barrier to mass and electron transport.

123. The Infringing Products and GN Audio Products further include that the protective cross-linked polymeric coating forms a liquid repellent surface defined by a static water contact angle (WCA) of at least 90°.

124. The Infringing Products and GN Audio Products further include that n is from 4 to

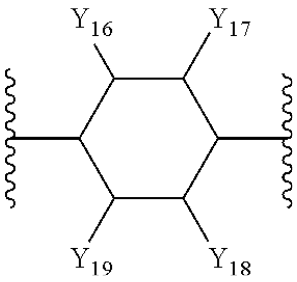
6.

125. The Infringing Products and GN Audio Products further include that Y_{10} has the following formula:



and each Y_{15} is methyl, and each Y_9 is a bond.

126. In the alternative, the Infringing Products and GN Audio Products further include that Y_{10} has the following formula:



and wherein Y_{18} is H or vinylene, and Y_{16}, Y_{17} and Y_{19} are each H.

127. Upon information and belief, the Infringing Products and GN Audio Products further include that the crosslinking reagent is selected from 1,4-butanediol divinyl ether (BDVE), 1,4-cyclohexanedimethanol divinyl ether (CDDE), 1,2,4-trivinylcyclohexane (TVCH), 1,3-divinyltetramethyldisiloxane (DVTMDS), diallyl 1,4-cyclohexanedicarboxylate (DCHD), 1,6-divinylperfluorohexane (DVPFH), 1H,1H,6H,6H-perfluorohexanediol diacrylate (PFHDA) and glyoxal bis (diallyl acetal) (GBDA).

128. The Infringing Products and GN Audio Products further include that for compound (ii), L is selected from a branched or straight chain C_1-C_8 alkylene or an ether group.

129. The Infringing Products and GN Audio Products further include that each X is H.

130. In the alternative, the Infringing Products and GN Audio Products further include that each X is F.

131. The Infringing Products and GN Audio Products further include that the device or

component is selected from a mobile phone, smartphone, pager, radio, sound and audio system, hearing aid, personal audio equipment, television, DVD player including portable a DVD player, video recorder, digi or other set-top boxes, computer or related component, personal digital assistant (PDA), keyboard, instrument, games console, data storage device, outdoor lighting system, radio antennae or other form of communication equipment, or printed circuit board.

132. The Infringing Products and GN Audio Products further include that the sound and audio system is a loudspeaker, microphone, ringer and/or buzzer.

133. The Infringing Products and GN Audio Products further include that the sound and audio system is a loudspeaker, microphone, ringer and/or buzzer.

134. The Infringing Products and GN Audio Products further include that the personal audio equipment is a personal CD, tape cassette or MP3 player.

135. The Infringing Products f and GN Audio Products further include that the computer or related component is a laptop, notebook, tablet, phablet or palmtop computer.

136. Upon information and belief, Defendants have been and are actively inducing infringement of the ’087 Patent under 35 U.S.C. §271(b). Such inducements include, but are not limited to, with specific intent to encourage the infringement, knowingly inducing others to use infringing articles and methods that Defendants know or should know infringes one or more claims of the ’087 Patent. Defendants instruct others to make and use the Infringing Products or GN Audio Products by operating in accordance with their specification, thereby inducing infringement of the ’087 Patent.

137. Upon information and belief, Favored Defendants have been and are contributing to the infringement of the ’087 Patent by selling or offering to sell components including P2i’s patented polymeric coating, knowing them to be especially made or especially adapted for practicing the invention of the ’087 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use, in violation of 35 U.S.C. § 271(c).

138. Defendants’ infringement has been, and continues to be knowing, intentional, and willful.

139. Defendants’ willful acts of infringement of the ’087 Patent have caused and will

continue to cause P2i damages for which P2i is entitled to compensation pursuant to 35 U.S.C. § 284, including lost profits and/or a reasonable royalty.

140. Defendants' acts of infringement of the '087 Patent have caused and will continue to cause P2i immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. P2i has no adequate remedy at law.

141. This case is exceptional and, therefore, P2i is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

THIRD CAUSE OF ACTION

(Misappropriation Of Trade Secrets Under Defend Trade Secrets Act Of 2016 – Favored Defendants)

142. P2i repeats and realleges paragraphs 1 through 141 hereof, as if fully set forth herein.

143. P2i maintains confidential information and trade secrets about P2i's business, customers, and products. Such information includes P2i's highly confidential customer data, business strategy plans, and pricing information which P2i maintains with the strictest confidentiality, given that disclosure of such information to P2i's competitors would allow them to use P2i's trade secrets to unfairly compete with P2i by targeting its customers.

144. Based on their expertise of P2i's business plans and products, Mr. Zhang also possessed in his mind knowledge of P2i's most critical and proprietary information, including proprietary and confidential know-how, negative know-how (regarding what potential solutions did not work and were unsuccessful), ideas, processes, improvements, discoveries, developments, designs and techniques, and other P2i proprietary and confidential information learned through their tenure at P2i.

145. P2i's confidential and proprietary information described in the two paragraphs constitute "trade secrets" as defined under 18 U.S.C. § 1839(3). Among other things, this P2i information is confidential and proprietary financial, business, technical, and/or economic information.

146. P2i's trade secrets derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by,

competitors who can obtain economic value from the disclosure or use of the information. P2i derives independent economic value from the confidential design and selling strategy of its products, as P2i's competitive advantage is based on its superior products and business model. P2i also derives independent economic value from its customer lists and pricing, as the confidentiality of such information prevents a competitor from undercutting P2i on price.

147. P2i has taken reasonable steps to maintain the confidentiality of its trade secrets, including, among other measures, requiring all of its employees, as a condition of their employment, to sign P2i's employment agreement which includes confidentiality provisions, and Invention Assignment Agreement, which prohibits employees from using or disclosing P2i's confidential information outside of P2i, and requires employees to maintain such information in the strictest confidence.

148. Mr. Zhang both signed P2i's employment agreement and Invention Assignment Agreement and agreed to the provisions therein, after which they were provided access to P2i's trade secret design, customer, and pricing information.

149. On information and belief, Mr. Zhang violated their agreements with P2i by taking P2i's trade secret information with them when they left P2i, and then proceeding to use that information in JFN and/or FTC for its own business and polymer coating products.

150. Specifically, Favored Defendants acquired through improper means P2i's trade secrets through at least the breach of contractual duties to return or destroy confidential information obtained during their tenure at P2i.

151. On information and belief, Favored Defendants also used P2i's trade secret customer and pricing information to undercut P2i's price with P2i's customers like GN Audio, in order to displace P2i.

152. Favored Defendants' continued improper possession of P2i's trade secrets, including highly confidential design, customer, and price data, means that Favored Defendants can continue to harm P2i through further use and disclosure.

153. As a result, Favored Defendants have violated the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq*.

154. As a direct and proximate result of Favored Defendants' violation, P2i has incurred and will continue to incur substantial economic damages through the loss of current and potential customers, lost profits, lost market share, and economic goodwill, in an amount to be proven at trial.

155. As a direct and proximate cause of Favored Defendants' misappropriation of P2i's confidential and proprietary trade secrets, Favored Defendants have been unjustly enriched and P2i has sustained damages in an amount to be proven at trial. In lieu of damages measured by any other methods, P2i shall be entitled to a reasonable royalty for Favored Defendants misappropriation of P2i's trade secrets.

156. Favored Defendants' actions have caused and will continue to cause P2i irreparable harm if not preliminarily and permanently enjoined.

157. Favored Defendants' actions in converting, misappropriating, and improperly disseminating P2i's trade secrets for Favored Defendants' own gain were willful, wanton, malicious, and were taken with reckless disregard for P2i's rights. Favored Defendants knew or should have known that their retention of P2i's trade secrets was illegal, and that its misappropriation of those trade secrets has been willful and malicious, entitling P2i to an award of exemplary damages under the DTSA.

158. P2i is also entitled to an award of its reasonable attorney's fees under the DTSA because Favored Defendants willfully and maliciously misappropriated P2i's trade secrets.

159. P2i has no adequate remedy at law.

160. P2i therefore seeks a judgment against Favored Defendants for compensatory and exemplary damages, preliminary and permanent injunctive relief, prejudgment interest, an award of costs and reasonable attorneys' fees pursuant to the Defend Trade Secrets Act, and such other relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION

(Federal Common Law Unfair Competition - Favored Defendants)

161. P2i repeats and realleges paragraphs 1 through 160 hereof, as if fully set forth herein.

162. P2i invested significant and extensive time, labor, skill, and resources to develop its patented coating technologies used in its products.

163. P2i, by virtue of its success and intellectual property, has become the recognized source of protective polymeric coatings as claimed by at least the '087 Patent.

164. Favored Defendants, seeking to profit off of P2i's success, began, and continues to, produce devices and components that infringe at least the '087 Patent, in direct competition with P2i.

165. Favored Defendants' actions have deceived consumers into believing that Favored Defendants are the source of P2i's technology patented by at least the '087 Patent.

166. Favored Defendants have further engaged in unfair competition by improperly manufacturing and selling the Infringing Products without a license of the P2i Patents and/or other consent of P2i, and in direct competition to P2i.

167. As a direct result of Favored Defendants' unfair competition, they have unlawfully acquired, and continues to acquire on an on-going basis, an unfair competitive advantage and have engaged, and continue to engage, in wrongful business conduct to their advantage and to the detriment of P2i.

168. Favored Defendants' Infringing Products have directly caused P2i to lose business to at least one of its customers, GN Hearing.

169. Favored Defendants' making, using, selling, or offering for sale in the United States, or importing into the United States, its Infringing Products have caused and, unless enjoined, will continue to cause substantial and irreparable injury to P2i for which P2i has no adequate remedy at law, including at least substantial and irreparable injury to the goodwill and reputation for quality associated between P2i and P2i's products.

170. P2i is entitled to injunctive relief, and P2i is entitled to recover at least Favored Defendants' profits, P2i's actual damages, enhanced damages, costs, and reasonable attorney fees.

FIFTH CAUSE OF ACTION

(Unfair Business Practices, Cal. Bus. & Prof. Code § 17200 *et seq.* - Favored Defendants)

171. P2i repeats and realleges paragraphs 1 through 170 hereof, as if fully set forth

herein.

172. P2i, by virtue of its success and intellectual property, has become the recognized source of protective polymeric coatings as claimed by at least the '087 Patent.

173. Favored Defendants, seeking to profit off of P2i's success, began, and continue to, produce devices and components that infringe at least the '087 Patent.

174. Favored Defendants' actions have deceived consumers into believing that Favored Defendants are the source of P2i's technology patented by at least the '087 Patent.

175. Favored Defendants' making, using, selling, or offering for sale in the United States, or importing into the United States, its Infringing Products has caused and, unless enjoined, will continue to cause substantial and irreparable injury to P2i for which P2i has no adequate remedy at law, including at least substantial and irreparable injury to the goodwill and reputation for quality associated between P2i and P2i's products.

176. P2i is entitled to injunctive relief, and P2i is entitled to recover at least Favored Defendants' profits, P2i's actual damages, enhanced damages, costs, and reasonable attorney fees.

SIXTH CAUSE OF ACTION
(Tortious Interference - Favored Defendants)

177. P2i repeats and realleges paragraphs 1 through 176 hereof, as if fully set forth herein.

178. P2i has an ongoing marketing and sales relationship with its customers in that P2i develops products for its customers. P2i has a reasonable business expectancy that such customers will continue to purchase P2i's products. These business relationships are governed by certain agreements.

179. P2i has a reasonable business expectancy for a marketing and sales relationship with its potential customers in that there was a reasonable probability that at least some of those potential customers would likely become customers.

180. P2i's current and potential customers with which it has a business expectancy includes GN Audio and others.

181. Favored Defendants were fully aware of P2i's business expectancy with its current

and potential customers.

182. On information and belief, Favored Defendants willfully and intentionally interfered with P2i's business expectancy with its current and potential customers, by making, using, selling, or offering for sale in the United States, or importing into the United States, its Infringing Products in direct competition with P2i, and without P2i's authorization.

183. On information and belief, Favored Defendants have aggressively pursued displacing P2i by using the Infringing Products to undercut P2i's products. As a result, Favored Defendants' Infringing Products are now being designed into GN Audio's products.

184. On information and belief, Favored Defendants acted with a conscious desire to prevent P2i's ongoing relationship with GN Audio and/or knew that interference with P2i's relationship with GN Audio was certain or substantially certain to occur as a result of its conduct.

185. As a direct and proximate result of Favored Defendants' interference with P2i's customer relationships, P2i has incurred and will continue to incur substantial and actual economic damages through the loss of current and potential customers and economic goodwill, in an amount to be proven at trial.

186. Favored Defendants' actions in interfering with P2i's customer relationships were willful, wanton, malicious, and were taken with reckless disregard for P2i's rights.

187. Favored Defendants' actions have caused and will continue to cause P2i irreparable harm if not preliminarily and permanently enjoined.

188. P2i has no adequate remedy at law.

189. P2i therefore seeks a judgment against Favored Defendants for compensatory and punitive damages, preliminary and permanent injunctive relief, prejudgment interest, an award of costs, and such other relief as the Court deems just and proper.

DAMAGES

190. P2I has sustained damages as a direct and proximate result of Defendants' infringement of the '070 and '087 Patents.

191. As a consequence of Defendants' past infringement of the '070 and '087 Patents, P2i is entitled to the recovery of past damages in the form of, at a minimum, a reasonable royalty.

192. As a consequence of Defendants' continued and future infringement of the '070 and '087 Patents, P2i is entitled to royalties for Defendants' infringement of the '070 and '087 Patents on a going-forward basis.

193. Defendants' infringement of the '070 and '087 Patents has been and continues to be willful, intentional, and deliberate. Defendants knew or should have known that making, having made, using, offering to sell, selling, and/or importing the Accused Products would directly infringe the '070 and '087 Patents; yet Defendants continue to infringe the '070 and '087 Patents.

PRAYER FOR RELIEF

WHEREFORE, P2i respectfully requests that this Court enter judgment against Defendant as follows:

1. Grant judgment in favor of P2i and against Defendants on all of P2i's claims, including Adjudging that Defendants have infringed, actively induced infringement of, and contributorily infringed the '070 and '087 Patents, in violation of 35 U.S.C. § 271;

2. Granting an injunction temporarily, preliminarily, and permanently enjoining Defendants, their employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons or entities from:

a. infringing, contributing to the infringement of, or inducing infringement of the P2i Patents;

b. Unfairly competing with P2i in the manufacture, importation, advertising, offering for sale, sale, shipment and/or distribution of water repellent technologies;

c. Assisting, aiding or abetting any other person or business entity in engaging in or performing any of the aforementioned activities; and

d. Making, using, selling, or offering for sale in the United States, or importing into the United States, products or services that infringe the P2i Patents;

e. Tortiously interfering with P2i's current and potential customers; and

f. Misappropriating P2i's trade secret information.

3. Order Defendants, pursuant to 15 U.S.C. § 1116, to serve on P2i within thirty (30) days after service on Defendants of a preliminary or permanent injunctive order, a report in writing, under oath, setting forth in detail the manner and form in which Defendant has complied with the injunction.

4. Ordering Defendants to account and pay damages adequate to compensate P2i for Defendant's infringement of the P2i Patents, including for any infringing acts not presented at trial and pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284;

5. Increase the amount of damages and/or profits awarded to P2i, as provided by law, including but not limited to, ordering an accounting for any infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales;

6. Award P2i such treble and punitive damages for Defendants' willful and intentional acts of unfair competition, patent infringement, and infringement of P2i's rights that the Court shall deem just and proper, including but not limited to, ordering that the damages award be increased up to three times the actual amount assessed pursuant to 35 U.S.C. § 284;

7. Award P2i the fees, costs and disbursements, and interest, expended in connection with any actions taken to investigate and confirm the claims made herein;

8. Declaring this case exceptional and awarding P2i its reasonable attorney fees, pursuant to 35 U.S.C. § 285; and

9. Awarding such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

P2i demands a trial by jury on all claims and issues so triable.

Dated: April 7, 2023

Respectfully submitted,

Scott M. Lowry, Esq.
Lowry Blixseth APC
30423 Canwood St., Ste. 215
Agoura Hills, California 91301
Tel: 818-584-6460
Email: Scott@LawLB.com

Andrew D. Bochner, Esq.
Meredith Lloyd, Esq.
BOCHNER IP, PLLC
295 Madison Ave., 12th Fl.
New York, New York 10017
Tel: (646) 971-0685
Email: Andrew@BochnerIP.com

Attorneys for P2i Ltd