

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

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Surfacide, LLC,

Case No. \_\_\_\_\_

Plaintiff,

Hon.

v.

UVC Cleaning Systems, Inc.,

Defendant.  
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**COMPLAINT**

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

**NATURE OF THE ACTION**

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

**THE PARTIES**

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

Waukesha, Wisconsin, 53186.

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

### **JURISDICTION AND VENUE**

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

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

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

### **BACKGROUND**

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

stations, commercial office spaces, hotels, and assorted other public venues worldwide.

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

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

9. United States Patent No. 8,895,939 (“the ‘939 Patent”) issued on November 25, 2014, and is attached as Exhibit 1.

10. The ‘939 Patent is entitled “Hard-Surface Disinfection System.”

11. Surfacide is the owner of all right, title, and interest in the ‘939 Patent.

12. United States Patent No. 9,279,059 (“the ‘059 Patent”) issued on March 1, 2016, and is attached as Exhibit 2.

13. The ‘059 Patent is entitled “Hard-Surface Disinfection System.”

14. Surfacide is the owner of all right, title, and interest in the ‘059 Patent.

15. United States Patent No. 9,592,312 (“the ‘312 Patent”) issued on March 14, 2017, and is attached as Exhibit 3.

16. The ‘312 Patent is entitled “Hard-Surface Disinfection System.”

17. Surfacide is the owner of all right, title, and interest in the ‘312 Patent.

18. United States Patent No. 9,782,505 (“the ‘505 Patent”) issued on October 10, 2017, and is attached as Exhibit 4.

19. The '505 Patent is entitled "Hard-Surface Disinfection System."

20. Surfacide is the owner of all right, title, and interest in the '505 Patent.

21. United States Patent No. 10,568,981 ("the '981 Patent") issued on February 25, 2020, and is attached as Exhibit 5.

22. The '981 Patent is entitled "Hard-Surface Disinfection System."

23. Surfacide is the owner of all right, title, and interest in the '981 Patent.

### **UVC'S INFRINGING CONDUCT**

24. UVC's business involves the sale and leasing of ultraviolet disinfection products that are sold and used as systems. *See* Exhibit 6 at 19 (describing "Easiest purchasing options from lease to purchase."). UVC has previously emphasized its systems in its advertising, including previous versions of its website. For example, on May 28, 2022, the UVC website included the following statements:

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

- "UVC Disinfection Lighting **Systems** Built in the USA  
Germicidal UV that kills fungus, mold, viruses, bacteria, and viruses-including COVID

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

- "We Made UV Light Decontamination Easy and Affordable!"

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

Exhibit 7.

25. UVC continues to emphasize that its products are sold in systems. For example, UVC's current LinkedIn page states:

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

Exhibit 8.

26. Furthermore, UVC encourages customers to obtain its products in multiples, *i.e.*, systems, including by offering discounts for multiple units, *e.g.*, “When you lease 4, 8, or even more units, special discounts are applied!” Exhibit 9.

27. The key to the “UVC Disinfection Lighting Systems” is its promotion of and instruction to “link” its individual products. UVC promotes the advantages of “Linked Devices” on its Technology Overview webpage where it describes “Linked Devices” as follows:

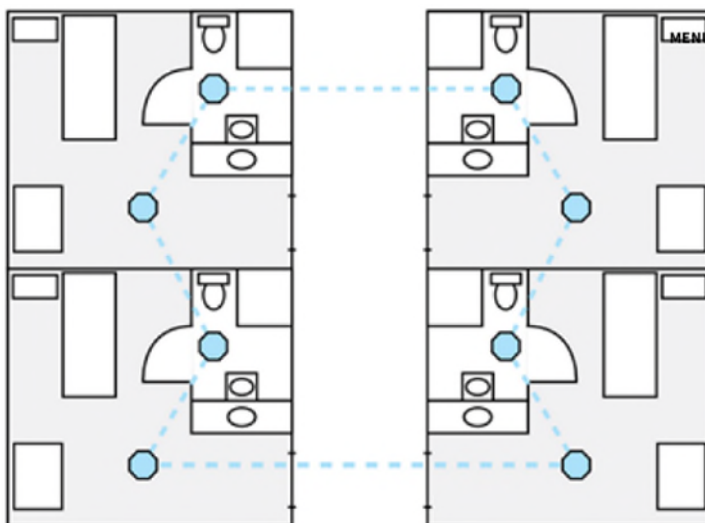
All linked devices work together to determine the appropriate accumulated UVC dosage. This means that if there [are] 4 linked devices in a single room, each device will accumulate UVC until all of them have reached the dose threshold.

. . . .

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

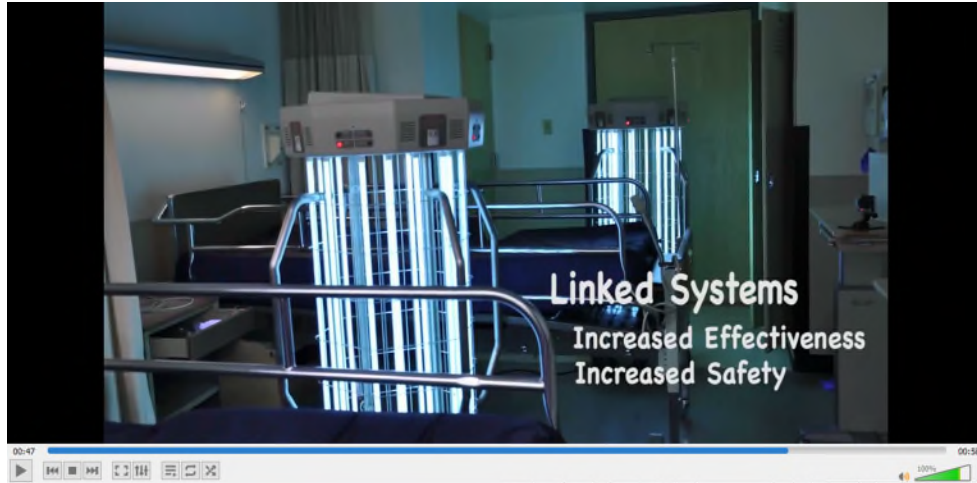
Ex. 10 at 3-5.

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



Ex. 10 at 5.

29. A UVC video on YouTube also touts the “Linked Systems” as a benefit of its disinfection systems:



<https://www.youtube.com/watch?v=4xp8clUkDPw> at 00:47.

30. Among its “UVC Disinfection Lighting Systems,” UVC has and continues to manufacture, use, offer to sell, sell, offer to lease, and lease the M15 and M20 Towers which it describes as UVC decontamination devices. Exemplar M15/M20 Tower products are depicted below:



Exhibit 11 at 2.

31. The primary advertised difference between the M15 Tower and M20 Tower (“the Accused UVC Systems”) is that the M15 Tower is only available with an electrical system consisting of 120VAC / 15 Amps 60Hz, whereas the M20 Tower is available with electrical systems consisting of 120VAC /20 Amps 60Hz or 240VAC / 13 Amps 50Hz. Exhibit 12 at 1.

32. The Accused UVC Systems include mobility mechanisms in either a handcart configuration, *see supra* ¶ 24 (right) or in a caster configuration, *see supra* ¶ 24 (left). The mobility mechanisms make the Accused UVC Systems independently placeable. Exhibit 6 at 11.

33. The Accused UVC Systems include a base, described by UVC as a “High Impact & Stainless Steel Enclosure.” Exhibit 12 at 2.

34. The Accused UVC Systems include energy emitters/ultraviolet light sources that are available with 15 or 18 lamps, and in “Hospital” or “Commercial” grades. Exhibit 12 at 3. The energy emitters/ultraviolet light sources, referred to by UVC as, among other things, “UVC Emitters,” extend vertically from the base. Exhibit 12 at 2.

35. The Accused UVC Systems include a power supply, described as a “Hospital Grade Green Dot power cord.” Exhibit 6 at 11.

36. The Accused UVC Systems include a communications module providing “Wireless Communication” that allows the same model



assemblies/towers to be linked and “run as a group.” The UVC Cleaning Systems Product Catalog describes as a “Feature[]” the ability to “Link up to 8 units to run as a group.” Exhibit 6 at 11.

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

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

Exhibit 12 at 1 (emphasis in original).

38. When linked, the Accused UVC Systems can be controlled remotely by a “very simple to use 3-button proprietary remote control.” Exhibit 12 at 1.

39. The Accused UVC Systems include a safety feature, *i.e.*, “multiple dual motion sensor technology [that] creates a safe operating environment by preventing accidental exposure to UVC radiation.” Exhibit 12 at 1, 2. The dual motion sensor technology is capable of preventing accidental exposure to UVC by shutting off the Accused UVC Systems if motion is detected in the treatment area.

40. The Accused UVC Systems include a monitoring system/fluency sensor that “automatically determine[s] the correct UVC dosage for a given area by monitoring the accumulated UVC during the treatment, thus eliminating human error and the chance of an inadequate UVC dose.” Exhibit 12 at 1.

41. The Accused UVC Systems also consist of “linked devices,” as

explained in paragraphs 27-29 above.

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

42. Surfacide’s counsel wrote to UVC on June 30, 2020, and identified the ‘939, ‘059, ‘312, ‘505, and ‘981 Patents (“the Surfacide Patents”), among others, as patents belonging to Surfacide. In addition to identifying these patents, Surfacide invited UVC to have its patent counsel compare the Accused UVC Systems to the Surfacide Patents and contact Surfacide regarding whether a non-exclusive license was needed.

43. UVC had actual knowledge of the Surfacide Patents at least as of the date it received Surfacide’s June 30, 2020 letter.

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

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

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

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

47. UVC did not respond to Surfacide’s July 18, 2022 letter.

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

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

**COUNT I – DIRECT INFRINGEMENT OF UNITED STATES**  
**PATENT NO. 8,895,939**

50. Plaintiff restates and realleges the foregoing allegations as if set forth fully as part of this Count.

51. The ‘939 Patent is valid and enforceable.

52. At least since the time it learned of the ‘939 Patent and Plaintiff’s infringement allegations, Defendant actively, knowingly, and intentionally directly infringed and induced infringement of the ‘939 Patent, literally or by the doctrine of equivalents. Defendant’s acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC Systems incorporating Plaintiff’s patented disinfection systems as claimed in the ‘939 Patent.

53. Defendant’s acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff’s ‘939 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing.

54. The Accused UVC Systems infringe at least Claim 1 of the ‘939 Patent.

55. Claim 1 of the ‘939 Patent recites:

“1. A disinfection system capable of disinfecting a space without the use of chemicals comprising: a plurality of independently placeable light towers, each of said plurality of independently placeable light towers including: a communications module that sends and receives data from communications modules on the other of said plurality of independently placeable light towers; an ultraviolet light source; a controller in data communication with the plurality of light towers, wherein said

controller is capable of remotely controlling activation and deactivation of said light towers; and a safety feature capable of shutting off said plurality of independently placeable light towers if moving is detected in said space.”

56. The Accused UVC Systems are part of a disinfection system capable of disinfecting a space without the use of chemicals. *See* Exhibit 14.

57. The Accused UVC Systems have a plurality of independently placeable light devices or towers. *See id.*

58. The Accused UVC Systems have a plurality of independently placeable light devices or towers that include a communications module that sends and receives data from communication modules of the other said plurality of independently placeable light devices or towers. *See id.*

59. The Accused UVC Systems have at least one ultraviolet light source. *See id.*

60. The Accused UVC Systems have a controller in data communication with the plurality of light devices or towers, wherein said controller is capable of remotely controlling activation and deactivation of said light towers. *See id.*

61. The Accused UVC Systems have a safety feature capable of shutting off a plurality of independently placeable light devices or towers if movement is detected in said space. *See id.*

62. Plaintiff Surfacide has complied with 35 U.S.C. § 287(a) through its

marking and express notice of infringement, the letter dated July 18, 2022.

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

64. Defendant has been and is willfully infringing the '939 Patent.

65. Defendant's knowing and deliberate infringement of the '939 Patent makes this an exceptional case.

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

67. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems and instructions causing consumers to use the Accused UVC Systems in a manner that infringes the '939 Patent will continue to cause Plaintiff irreparable harm.

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

69. Defendant's continued making, using, selling, offering to sell, leasing, and offering to lease the Accused UVC Systems will continue to cause end consumers to directly infringe Plaintiff's '939 Patent by using the Accused UVC

Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

70. Plaintiff is entitled to a permanent injunction against further infringement of the '939 Patent by Defendant pursuant to 35 U.S.C. § 283.

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

71. Plaintiff restates and realleges the foregoing allegations as if set forth fully as part of this Count.

72. The '059 Patent is valid and enforceable.

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

74. Defendant's acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC systems incorporating Plaintiff's patented disinfection systems as claimed in the '059 Patent.

75. Defendant's acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff's '059 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing.

76. The Accused UVC Systems infringe at least Claim 1 of the '059 Patent.

77. Claim 1 of the '059 Patent recites:

“1. A disinfection system comprising: at least two independently placeable light towers, each of said at least two light towers including: at least one ultraviolet light source; a communications module capable of sending and receiving data from at least the communication module of the other light tower; a base assembly supporting the at least one ultraviolet light source and including: a power supply for the at least one ultraviolet light source; a mobility mechanism allowing the base assembly to be moved across a floor independently of the other base assemblies; wherein all of the at least two light towers are capable of being controlled remotely from a single controller.”

78. The Accused UVC Systems are part of a disinfection system. *See* Exhibit 15.

79. The Accused UVC Systems have at least two independently placeable light devices or towers. *See id.*

80. The Accused UVC Systems have at least two independently placeable light devices or towers having at least one ultraviolet light source. *See id.*

81. The Accused UVC Systems have a base assembly supporting the at least one ultraviolet light source. *See id.*



82. The Accused UVC Systems have a base assembly supporting the at least one ultraviolet light source and including a power supply for the at least one ultraviolet light source. *See id.*

83. The Accused UVC Systems have a mobility mechanism allowing the base assembly to be moved across a floor independently of the other base assemblies. *See id.*

84. The Accused UVC Systems is configured so that all of the at least two light devices or towers are capable of being controlled remotely from a single controller. *See id.*

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

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

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

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

89. Plaintiff should be awarded enhanced damages under 35 U.S.C. § 284

and its attorneys' fees under 35 U.S.C. § 285.

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

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

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

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

**COUNT III – DIRECT INFRINGEMENT OF UNITED STATES  
PATENT NO. 9,592,312**

94. Plaintiff restates and realleges the foregoing allegations as if set forth fully as part of this Count.

95. The '312 Patent is valid and enforceable.

96. At least since the time it learned of the '312 Patent and Plaintiff's infringement allegations, Defendant actively, knowingly, and intentionally directly

infringed and induced infringement of the ‘312 Patent, literally or by the doctrine of equivalents.

97. Defendant’s acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC Systems incorporating Plaintiff’s patented disinfection systems as claimed in the ‘312 Patent.

98. Defendant’s acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff’s ‘312 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing.

99. Claim 20 of the ‘312 Patent recites:

“20. A hard-surface disinfection system comprising: a plurality of energy emitter assemblies, each of the assemblies including: a[n] energy emitter; a power source; a communications module; a monitoring system that measures an output of the energy emitter and compares it against threshold value; a controller in data communication with each of the communications modules of the plurality of energy emitter assemblies; wherein said controller is capable of remotely controlling activation and deactivation of said plurality of energy emitter assemblies, as well as receiving status updates from said monitoring system of each of said plurality of energy emitter assemblies.”

100. The Accused UVC Systems are part of a hard-surface disinfection system. *See* Exhibit 16.

101. The Accused UVC Systems have a plurality of energy emitter assemblies. *See id.*

102. The Accused UVC Systems have a plurality of energy emitter assemblies with each assembly including an energy emitter. *See id.*

103. The Accused UVC Systems have a plurality of energy emitter assemblies with each assembly including a power source. *See id.*

104. The Accused UVC Systems have a plurality of energy emitter assemblies with each assembly including a communications module. *See id.*

105. The Accused UVC Systems have a plurality of energy emitter assemblies with each assembly including a monitoring system that measures an output of the energy emitter and compares it against threshold value. *See id.*

106. The Accused UVC Systems have a controller in data communication with each of the communications modules of the plurality of energy emitter assemblies. *See id.*

107. The Accused UVC Systems have a controller that is capable of remotely controlling activation and deactivation of said plurality of energy emitter assemblies, as well as receiving status updates from said monitoring system of each of said plurality of energy emitter assemblies. *See id.*

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

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

110. Defendant has been and is willfully infringing the '312 Patent.

111. Defendant's knowing and deliberate infringement of the '312 Patent makes this an exceptional case.

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

113. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems and instructions causing consumers to use the Accused UVC Systems in a manner that infringes the '312 Patent will continue to cause Plaintiff irreparable harm.

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

115. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems will continue to cause end

consumers to directly infringe Plaintiff's '312 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

116. Plaintiff is entitled to a permanent injunction against further infringement of the '312 Patent by Defendant pursuant to 35 U.S.C. § 283.

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

117. Plaintiff restates and realleges the foregoing allegations as if set forth fully as part of this Count.

118. The '505 Patent is valid and enforceable.

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

120. Defendant's acts of direct infringement include, but are not limited to, making, using, selling, offering for sale, leasing, and/or offering for lease within this District and elsewhere the Accused UVC Systems incorporating Plaintiff's patented disinfection systems as claimed in the '505 Patent.

121. Defendant's acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff's '505 Patent by using the Accused UVC Systems in a manner that Defendant knows to

be infringing.

122. The Accused UVC Systems infringe at least Claim 1 of the ‘505 Patent.

123. Claim 1 of the ‘505 Patent recites:

“1. A disinfection system comprising: a plurality of independently placeable energy emitter assemblies, each of the assemblies including: a base; an elongate energy emitter extending vertically from said base; a communications module; a controller in data communication with each of the communications modules of the plurality of energy emitter assemblies; wherein said controller is capable of remotely controlling activation and deactivation of said plurality of energy emitter assemblies.”

124. The Accused UVC Systems are part of a disinfection system. *See* Exhibit 17.

125. The Accused UVC Systems have a plurality of independently placeable energy emitter assemblies. *See id.*

126. The Accused UVC Systems have a plurality of independently placeable energy emitter assemblies with each assembly including a base. *See id.*

127. The Accused UVC Systems have a plurality of independently placeable energy emitter assemblies with each assembly including an elongate energy emitter extending vertically from said base. *See id.*

128. The Accused UVC Systems have a plurality of independently placeable energy emitter assemblies with each assembly including a communications module. *See id.*

129. The Accused UVC Systems have a controller in data communication with each of the communications modules of the plurality of energy emitter assemblies. *See id.*

130. The Accused UVC Systems have a controller in data communication with each of the communications modules of the plurality of energy emitter assemblies wherein said controller is capable of remotely controlling activation and deactivation of said plurality of energy emitter assemblies. *See id.*

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

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

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

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



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

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

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

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

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

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

140. Plaintiff restates and realleges the foregoing allegations as if set forth fully as part of this Count.

141. The '981 Patent is valid and enforceable.

142. At least since the time it learned of the '981 Patent and Plaintiff's

infringement allegations, Defendant actively, knowingly, and intentionally directly infringed and induced infringement of the '981 Patent, literally or by the doctrine of equivalents.

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

144. Defendant's acts of inducing and contributory infringement include, but are not limited to, causing end consumers to directly infringe Plaintiff's '981 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing.

145. The Accused UVC Systems infringe at least Claim 1 of the '981 Patent.

146. Claim 1 of the '981 Patent recites:

"1. A system for disinfecting a room comprising: a plurality of independently placeable energy emitter assemblies, each of the assemblies including a base, an elongate energy emitter extending vertically from said base, a fluency sensor, and a communications module; a controller in data communication with at least one of the communications modules of the plurality of energy emitter assemblies; wherein each of the communications modules is in data

communication with either the controller or at least one of the other communications modules; wherein for each of the plurality of energy emitter assemblies, the fluency sensor monitors a power output of the energy emitter to ensure that the energy emitter maintains an output over a threshold.”

147. The Accused UVC Systems are part of a system for disinfecting a room. *See* Exhibit 18.

148. The Accused UVC Systems have a plurality of independently placeable energy emitter assemblies with each assembly including a base, an elongate energy emitter extending vertically from said base, a fluency sensor, and a communications module. *See id.*

149. The Accused UVC Systems have a controller in data communication with at least one of the communications modules of the plurality of energy emitter assemblies. *See id.*

150. The Accused UVC Systems have communications modules that are in data communication with either the controller or at least one of the other communications modules. *See id.*

151. The Accused UVC Systems are configured such that for each of the independently placeable energy emitter assemblies, the fluency sensor monitors a power output of the energy emitter to ensure that the energy emitter maintains an output over a threshold.

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

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

154. Defendant has been and is willfully infringing the '981 Patent.

155. Defendant's knowing and deliberate infringement of the '981 Patent makes this an exceptional case.

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

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

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

159. Defendant's continued making, using, selling, offering for sale, leasing, and offering to lease the Accused UVC Systems will continue to instruct

and cause end consumers to directly infringe Plaintiff's '981 Patent by using the Accused UVC Systems in a manner that Defendant knows to be infringing unless otherwise enjoined.

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

**PRAYER FOR RELIEF**

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

- A. An Order and judgment adjudging that UVC has infringed United States Patent Nos. 8,895,939, 9,279,059, 9,592,312, 9,782,505, and 10,568,981.
- B. An award of damages adequate to compensate Surfacide for UVC's infringement, but in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284;
- C. An Order finding UVC's infringement was willful;
- D. An award of enhanced damages pursuant to 35 U.S.C. § 284;
- E. An Order finding that this case is exceptional pursuant to 35 U.S.C. § 284;
- F. An award of all costs and attorneys' fees;

- G. An award of pre-judgment and post-judgment interest at the maximum legal rate;
- H. An order permanently enjoining UVC from infringing or inducing infringement of United States Patent Nos. 8,895,939, 9,279,059, 9,592,312, 9,782,505, and 10,568,981; and
- I. An order granting such other and further relief as the Court may deem appropriate.

**DEMAND FOR JURY TRIAL**

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

Respectfully Submitted,

Date: February 8, 2023

By: /s/ John A. Cotter

John A. Cotter (MN Bar No. 134296)

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4877-0122-4271, v. 1