

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

LURACO HEALTH & BEAUTY, LLC,
Plaintiff,

v.

CHRISTOPHER LAC LUONG,
SAMNGUYEN,
LEXOR INC,
LEXOR STORE, LLC
LEXOR MANUFACTURING, LLC,
PRO SPA DEPOT, LLC, and
ECOJET INC.
Defendants,

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JURY TRIAL DEMANDED

Case No. 3:22-cv-2602

LURACO HEALTH & BEAUTY, LLC’S
COMPLAINT FOR PATENT INFRINGEMENT
(AGAINST ALL LUONG COMPANIES FOR ‘894 and ‘071)

Plaintiff Luraco Health & Beauty, LLC herein seeks redress for patent infringement by Christopher Luong and multiple companies he owns that are in the spa industry which violate U.S. patent law, 35 U.S.C. § 1, et seq., for their direct infringement and inducement of others to infringe and contribute to the infringement of Plaintiff’s patents by making, using, offering to sell, or selling in the United States, or importing into the United States, products or processes that practice inventions claimed in U.S. Patent No. US 10,278,894, and U.S. Patent No. US 10,451,071 (collectively, “New Asserted Patents”). All these patents concern spa pump construction.

This suit (Lexor 2) is related to case no. 3:18-CV-01933-S (“Lexor 1), pending in the Northern District of Texas. Lexor 1 involves five other patents and defendants Lexor, Inc. and Ecojet, Inc. Lastly, a third case is concurrently filed against the other defendants in this case for infringement of those same five patents (Lexor 3).

Together, the three cases will resolve all patent infringement of all of Luong’s companies. Plaintiff expects to move that these cases be joined.

I. PARTIES

1. Plaintiff Luraco Health and Beauty, LLC (“Luraco”) is a Texas corporation with principal place of business in Arlington, Texas and may be served via the undersigned counsel.
2. Christopher Lac Luong resides at 2810 Pecan Meadow Dr, Garland, TX 75040, where he may be served. He was a director of Lexor, Inc. when its certificate was forfeited, and is thus liable in his individual capacity for claims against Lexor, Inc. until corporate privileges are restored.¹
3. Sam Nguyen resides at 12364 Littlefield Dr, Frisco, TX 75035, where she may be served. She was a director of Lexor, Inc. when its certificate was forfeited, and is therefore also liable for claims herein alleged against Lexor until corporate privileges are restored.¹
4. Defendant Lexor Manufacturing, LLC (“Lexor Mfg.”) is a California limited liability company (“LLC”) selling salon furniture with operations in Texas and may be served through its registered agent in Texas, Christopher Luong, at 1330 Jupiter Rd., Suite 200, Garland, TX 75042.
5. Defendant Lexor, Inc. (“Lexor”, a.k.a. Lexor, LLC) was a domestic corporation until its certificate was forfeited on June 24, 2022. Lexor may be served through registered agent Vy Tran, at 1330 Jupiter, Ste. 200, Garland, TX 75042, or its president, Christopher Lac Luong.²
6. Defendant Lexor Store, LLC (“Lexor Store”) is a Texas LLC which may be served through its registered agent, Christopher Lac Luong, at 2809 W. Airport Fwy, Irving, Texas.
7. Defendant Pro Spa Depot, LLC (“Pro Spa”) is a Texas LLC operating at 1330 Jupiter, Suite 200, Garland, TX 75042, where C. Luong, its registered agent, may be served.
8. Defendant Ecojet Inc. (“Ecojet”) is a domestic corporation which may be served through its registered agent Vy Bui, at 1330 Jupiter Rd., Suite 200, Garland, TX 75042.³

¹ See section 171.252 and 255 of the Texas Tax Code.

² Lexor operates a website that refers to its business as “Lexor, LLC”, presumably in error. See <https://lexor.com/pages/terms-and-conditions> (all URLs in this document were accessed November 1, 2022).

³ In error, the Texas Secretary of State shows the agent’s name to be “Bui Vy”, but “Vy Bui” is correct.

II. JURISDICTION AND VENUE

9. These claims arise under the patent laws of the United States, 35 U.S.C. § 1 et seq. and 35 U.S. Code § 271, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202. This Court has subject matter jurisdiction over these claims pursuant to 28 U.S.C. §§ 1331, 1338(a), and 2201(a).

10. This Court has personal jurisdiction over Christopher Lac Luong and Sam Nguyen, as both reside in the Northern District of Texas.

11. This Court has personal jurisdiction over Texas corporation Lexor, Inc, which operates in Garland, Texas, within the Northern District of Texas. Lexor, Inc. lost its corporate status on June 24, 2022, making its owners, Christopher Lac Luong and Sam Nguyen, liable for infringing actions by Lexor, Inc. after that date. Lexor’s website displays products made by Lexor Mfg, LLC⁴ and sold under the name, Ecojet.⁵ Lexor Store sells products in ten showrooms, two of which are in Dallas and Houston.

12. This Court has personal jurisdiction over Defendant Pro Spa Depot as it was formed in Texas and operates in Garland, Texas, which is within the Northern District of Texas.

13. This Court has personal jurisdiction over Ecojet, as it is incorporated in Texas and operates in Garland, Texas, which is within the Northern District of Texas.

14. This Court has personal jurisdiction over Lexor Mfg. as the claim arises from contacts with Texas, where Lexor Mfg. has purposefully availed itself of Texas benefits and laws and sells infringing products. Compelling Lexor Mfg. to appear in the Northern District would not offend traditional notions of fair play and substantial justice, as Lexor Mfg. could foresee that it could be brought into Court for infringement wherever it sold infringing products.

15. In this document, all of the defendants are corporately referenced as “Defendants”.

⁴ E.g., http://files.lexor.com/upload/Lexor.com%20-%20Shopify/manual-spa-EN_2022.pdf.

⁵ See <https://lexor.com/pages/about>.

III. FACTUAL BACKGROUND

16. Luraco owns all right, title, and interest in the US Patent No. US 10,278,894 (“the ‘894 patent”) issued May 7, 2019, and assigned to Luraco on October 24, 2022. The ‘894 patent disclosed a jet assembly housing, a magnetic impeller, and at least one friction-reducing member. A copy of the ‘894 patent is shown in Exhibit 1 and corresponding infringement disclosures in Exhibit 2.

17. Luraco also owns all right, title, and interest in the US Patent No. US 10,451,071 (“the ‘071 patent”) issued October 22, 2019, and assigned to it on January 17, 2020. The ‘071 patent disclosed combination jet assembly and mounting housing member apparatus of a magnetic coupling fluid pump for dispensing a fluid. A copy of the ‘071 patent is shown in Exhibit 3 and corresponding infringement disclosures in Exhibit 4.

18. Lexor, Inc. makes and sell pedicure spas and spa pumps, sometimes using Ecojet branding.

19. Lexor Mfg. makes salon furniture sold through with Lexor, Inc. and which includes infringing spa pumps sold by Ecojet, Inc.

20. Lexor Store, LLC, works with Lexor, Inc., and Ecojet to sell pedicure spas and spa pumps.

21. Ecojet works with Lexor, Inc. and Lexor Manufacturing Inc. to manufacture spa pumps.

22. Pro Spa Depot LLC is a spa and salon furniture wholesaler that works with Lexor, Inc and Ecojet, Inc. to manufacture and sell pedicure spas and pumps which infringe Luraco’s patents.

23. Lexor and Lexor Store sells products in Garland which use spa pumps made by Ecojet and Lexor Mfg. All defendant companies are owned by Christopher Luong.⁶ Lexor’s “Pedi-Spa User Manual” shows infringing “ECOJET ® Magnetic Drive” spa jet in their listed models in Exhibit 5. Lexor’s Certificate of Compliance in Exhibit 6 shows “EcoJet-MD and “UniJet”, are both made

⁶ Various documents will spell Christopher Luong's name as "Long" because he used that spelling in all USPTO patent prosecution for many years, changing it only recently.

by EcoJet. Lexor’s website shows the Ecojet MD Wet End Set 3.0” and “Ecojet MD Wet End Set 3.5” in Exhibit 7.

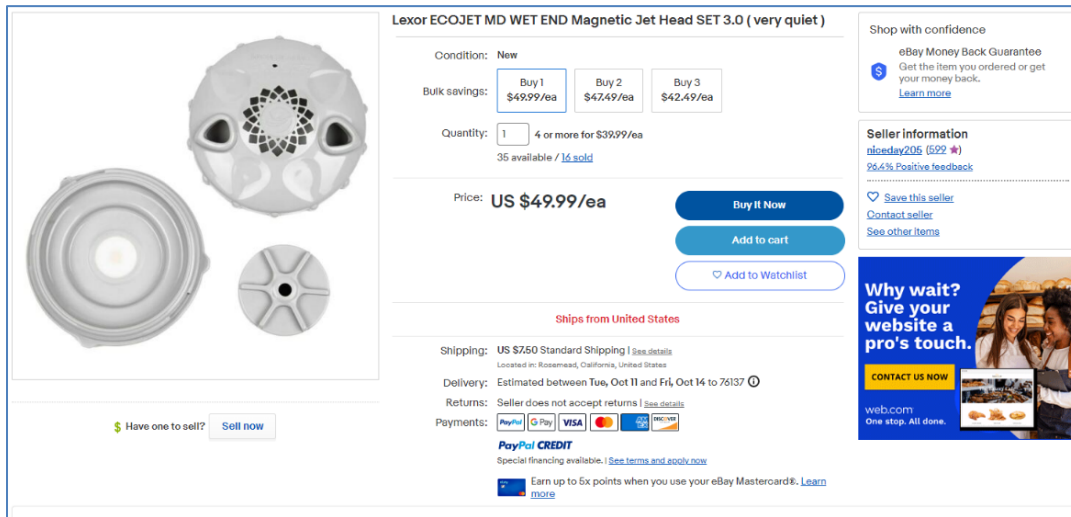
24. Defendants are directly infringing and inducing others to infringe and contributing to the infringement of the Asserted Patents by making, using, and offering to sell in or import to the United States products which practice apparatus and methods claimed in the Asserted Patents. Specifically, Lexor markets, manufactures, uses, sells, and offers for sale a water jet pump identified for sale as an “Ecojet MD Wet End Set 3.0” and “Ecojet MD Wet End Set 3.5” on Lexor’s website⁷ ID SKU:601119 (“Accused Product”), shown on the following photographs:



25. Defendants are directly infringing and inducing others to infringe and contributing to the infringement of the Asserted Patents by making, using, and offering to sell in or import to the

⁷ <https://lexor.com/collections/parts-accessories/products/ecojet-md-wet-end-set-3-0-3-5?variant=42078718853286>
<https://lexor.com/products/ecojet-universal-wet-end-set-3-5?variant=42078568710310>

United States products which practice apparatus and methods claimed in the Asserted Patents. Specifically, Lxor markets, manufactures, uses, sells, and offers for sale a water jet pump identified for sale as an “Lxor ECOJET MD WET END Magnetic Jet Head SET 3.0” on eBay⁸ (“Accused Product”), shown on the following photograph and in Exhibit 8:



26. Defendants are directly infringing and inducing others to infringe and contributing to the infringement of the Asserted Patents by making, using, and offering to sell in or import products that includes jet assemblies including a shafted and shaftless impeller identified in the following image and Exhibit 9⁹:



⁸ <https://www.ebay.com/itm/175386650996>

⁹ <https://www.youtube.com/watch?v=JkSapvKDaiY>

27. All the Defendants infringing products can be seen in Exhibit 10.

IV. INFRINGEMENT ALLEGATIONS CONCERNING LURACO'S PATENTS.

A. CLAIM - Infringement of the '894 Patent

1. Defendants directly infringe and induce others to infringe and contribute to the infringement and continue to infringe, literally or under the doctrine of equivalents, at least claims 1-30 of the '894 patent by making, using, importing, exporting, offering to sell, and selling water jet pumps, including the Accused Products, in the United States. Exhibit 2 describes the infringement of the claims of the '894 patent by the Accused Product.
2. Defendants' infringement of the '894 patent is willful, as Lexor even purchased Luraco's products to copy Luraco's design. Defendants have continued to infringe unabated to the present. Defendants are aware of this patent since it's listed on the Luraco website and printed on the Luraco jet assembly. Moreover, this patent was used by Luraco to file a complaint with the Federal Trade Commission (FTC) to prevent Lexor and Ecojet from importing infringing products from overseas.
3. Additionally, Defendants have been put on notice of the existence of the Luraco '894 and '071 by Luraco's attempt to add claims regarding this patents in an associated case between the parties in the Northern District of Texas, cause no. 3:18-cv-01933-N. Lastly, the Luraco patents are shown on the back of the Luraco Jet Assembly which has been purchased by Lexor.
4. Defendants' infringement of the '894 patent has caused and continues to cause Plaintiff irreparable harm for which there is no adequate remedy at law unless the Court enjoins Lexor and Ecojet from continuing its infringing activities.
5. Defendants' infringement has injured Luraco and Luraco is entitled to recover damages adequate to compensate it for such infringement, but no less than a reasonable royalty.

6. Defendants are infringing independent and dependent claims of '894. A description of the infringement of independent claims 1, 16, and 30 are here described.

i. Claim 1

7. Specifically, the Accused Product includes jet assembly of a magnetic coupling-type pump used for dispensing a fluid to an environment in manicure and pedicure industries.

8. Further, the Accused Products include an outer surface, a back cover, a front cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture.

9. Further, the Accused Products include a back and front cover comprising an inner and outer surface, wherein the impeller receiving chamber is defined by the back and front which are secured to one another, wherein the front cover has at least one inlet aperture as well as at least one outlet aperture on the outer surface of the front cover.

10. Further, the Accused Products' outer surfaces are comprised of the jet assembly resulting from the combination of the outer surface of the front and back cover.

11. Further, the Accused Products include magnetic impellers comprising a front side, a rear side, a sidewall, an outer diameter, and at least one impeller arm member.

12. Further, the Accused Products include mounting housing members comprising a top surface, a bottom surface, and a shoulder dimensioned and configured to mount to a wall of a basin in the manicure and pedicure industries, also the jet assemblies are magnetically coupled to the top surface of the mounting housing member.

13. Further, the Accused Products have a pair of friction reducing members, where the first friction reducing member is secured to the inner surface of the back cover of the jet assembly housing and the second friction reducing member is positioned between the rear side of the magnetic impeller and the first friction-reducing member.

ii. Claim 16

14. Specifically, the Accused Products include a jet assembly of a magnetic coupling-type pump used for dispensing a fluid to an environment in manicure and pedicure industries.

15. Further, the Accused Products include jet assemblies comprising a jet assembly housing, a magnetic impeller, and a pair of friction-reducing members. The jet assembly housing comprises a back cover, a front cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture.

16. Further, the Accused Products include an impeller-receiving chamber defined by the back cover and the front cover when the back cover and the front cover are secured to one another.

17. Further, the Accused Products include at least one inlet aperture which has an outer diameter.

18. Further, the Accused Products include a magnetic impeller that comprises of a front side, a rear side, a sidewall, an outer diameter, and at least one impeller arm member.

19. Further, the Accused Products include a pair of friction reducing members where the first friction reducing member secured to the inner surface of the back cover of the jet assembly housing, and wherein a second friction-reducing member of the pair of friction-reducing members is positioned between the rear side of the magnetic impeller and the first friction-reducing member.

20. Further, the Accused Products include a motor assembly comprising a motor, a driven magnetic disc assembly, and a motor shaft member.

21. Further, the Accused Products include a mounted housing member comprising a top¹⁰ surface, a bottom surface, and a shoulder dimensioned and configured to mount to a wall of a basin

¹⁰ Claim 16 of the '894' Patent Application states "too" but is clearly an error and should state "top" as shown here.

in the manicure and pedicure industries, where the jet assembly is magnetically coupled to the top surface of the mounting housing member.

iii. Claim 30

22. The Accused Product includes a method for dispensing a fluid to an environment in manicure and pedicure industries using a jet assembly of a magnetic coupling-type pump.

23. Further, the Accused Products include a jet assembly housing comprising of an outer surface, a back cover, a front cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture, where the back cover comprises an inner surface, and an outer surface.

24. Further, the Accused Products include an impeller-receiving chamber defined by a back cover and a front cover when the back cover and the front cover are secured to one another.

25. Further, the Accused Products include a magnetic impeller comprising of a front side, a rear side, a sidewall, an outer diameter, and at least one impeller arm member.

26. Further, the Accused Products wherein, during operation, the magnetic impeller is positioned within the impeller-receiving chamber and is dimensioned and configured to rotate within the impeller-receiving chamber whereby rotation of the magnetic impeller causes the fluid to flow through the at least one inlet aperture and enter into the impeller-receiving chamber of the jet assembly housing and causes the stream of fluid to be dispensed through each of the at least one outlet aperture to the environment.

27. Further, the Accused Products include a mounting housing member comprising a top surface, a bottom surface, and a shoulder dimensioned and configured to mount to a wall of a basin in the manicure and pedicure industries.

28. Further, the Accused Products include a [j]et¹¹ assembly that is magnetically coupled to the top surface of the mounting housing member.

29. Further, the Accused Products include a pair of friction-reducing members secured between the magnetic impeller and the inner surface of the back cover of the jet assembly housing such that the pair friction-reducing members will reduce friction of contact made by the magnetic impeller against the inner surface of the back cover as the magnetic impeller rotates within the jet assembly housing during operation.

30. Further, the Accused Products causes rotation of the magnetic impeller positioned within the impeller-receiving chamber receiving the fluid through the at least one inlet aperture disturbing the fluid with the magnetic impeller that is rotating and dispensing the stream of fluid through each of the at least one outlet aperture and to the environment in the manicure and pedicure industries.

B. CLAIM - Infringement of the '071 Patent

31. Luraco is the owner of all right, title, and interest in the '071 patent, duly and properly issued by the U.S. Patent and Trademark Office on May 10, 2019. A copy of the '071 patent is attached as Exhibit 3.

32. Defendants directly infringe, induce others to infringe, and contribute to the infringement, literally or under the doctrine of equivalents, of the shafted design in claims 1-18, 20-25, and 28-30 and the shaftless design in claims 19-20 and 26-27 of the '071 patent by making, using, importing, exporting, offering to sell, and selling water jet pumps, including the Accused Products, in the United States. Exhibit 4 describes the infringement of the claims of the '071 patent by the Accused Product.

¹¹ The '894 Patent Application states "let" but is clearly an error and should state "jet" as shown here.

33. Defendants' infringement of the '071 patent is willful, as Lexor even purchased Luraco's products to copy Luraco's design. Defendants have continued to infringe unabated to the present. Defendants are aware of this patent since it listed on the Luraco website and printed on the Luraco jet assembly. Moreover, this patent was used by Luraco to file a complaint with the Federal Trade Commission (FTC) to prevent Lexor and Ecojet from importing infringing products from overseas.

34. Defendants' infringement of the '071 patent has caused and continues to cause Plaintiff irreparable harm for which there is no adequate remedy at law, unless the Court enjoins Lexor and Ecojet from continuing its infringing activities.

35. Defendants' infringement has injured Luraco and Luraco is entitled to recover damages adequate to compensate it for such infringement, but no less than a reasonable royalty.

36. Defendants are infringing independent and dependent claims of '071. A description of the infringement of independent claims 1, 10, 19, and 26 follow:

i. Claim 1

37. Specifically, the Accused Product includes a combination jet assembly and mounting housing member apparatus of a magnetic coupling fluid pump for dispensing a fluid.

38. Further, the Accused Products include a jet assembly comprising a bearing assembly, a shaft assembly, a jet assembly housing, and an impeller, where the bearing assembly comprises at least one bearing member and the shaft assembly comprises a shaft member.

39. Further, the Accused Products include a shaft member extends through an inner surface of the jet assembly housing.

40. Further, the Accused Products include a jet assembly housing comprises the inner surface, an outer surface, a base, a top cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture, where the base of the jet assembly housing is a unitary structure and

where the base of the [j]et¹² assembly housing is enclosed during operation and comprises a first locking portion of a locking unit.

41. Further, the Accused Products include an impeller-receiving chamber that is defined by the base and the top cover when the base and the top cover are secured to one another.

42. Further, the Accused Products include a mounting housing member comprising a top surface, and a bottom surface, dimensioned and configured to mount to a wall of a basin in the manicure and pedicure industries, where the top surface of the mounting housing member comprises a second locking portion of the locking unit.

43. Further, the Accused Products include a jet assembly housing detachably secured to the top surface of the mounting housing member by magnetic coupling.

44. Further, the Accused Products include a locking unit comprising a first locking portion and a second locking portion for preventing rotation of the jet assembly housing during operation.

ii. Claim 10

45. Specifically, the Accused Product includes a combination jet assembly and mounting housing member apparatus of a magnetic coupling fluid pump for dispensing RE46,655.

46. Further, the Accused Products include a jet assembly comprising a bearing assembly, a shaft assembly, a jet assembly housing, and an impeller, where the bearing assembly comprises at least one bearing member, and the shaft assembly comprises a shaft member and a shaft protection member.

47. Further, the Accused Products include a shaft member that extends through an inner surface of the jet assembly housing.

¹² The '071' Patent Application states "let" but is clearly an error and should state "jet" as shown here.

48. Further, the Accused Products include shaft protection member comprising a base, where the base of the shaft protection member is dimensioned and configured such that it does not extend through the bearing assembly.

49. Further, the Accused Products include a jet assembly housing comprises of an inner surface, an outer surface, a base, a top cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture, where the base of the jet assembly housing is a unitary structure and enclosed during operation.

50. Further, the Accused Products include an impeller-receiving chamber that is defined by the base and the top cover when the base and the top cover are secured to one another.

51. Further, the Accused Products include a mounting housing member comprising a top surface, and a bottom surface, dimensioned and configured to mount to a wall of a basin in the manicure and pedicure industries, where the jet assembly housing is detachably secured to the top surface of the mounting housing member by magnetic coupling.

52. Further, the Accused Products include a top surface of the mounting housing member comprising of a generally flat section that is at least 10% of the top surface for accommodating a liner being positioned between the base of the jet assembly housing and the top surface of the mounting housing member.

iii. Claim 19

53. Specifically, the Accused Products include a fluid pump for dispensing a fluid to a setting or work environment in manicure and pedicure industries.

54. Further, the Accused Products include a jet assembly comprising a jet assembly housing and an impeller, where the jet assembly housing comprises an inner surface, an outer surface, a

base, a top cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture and where the base of the jet assembly is a unitary structure.

55. Further, the Accused Products include a base of the jet assembly housing is enclosed during operation and comprises a first locking portion of a locking unit.

56. Further, the Accused Products include impeller-receiving chamber is defined by the base and the top cover when the base and the top cover are secured to one another.

57. Further, the Accused Products include an impeller that comprises of an upper surface, a lower surface, a side surface, an outer diameter, and at least one arm member, where the outer diameter of the impeller is equal to or greater than an outer diameter of the at least one inlet aperture.

58. Further, the Accused Products include a base and a top cover that are secured to one another, a first position is defined at the highest point of the at least one arm member of the impeller, and a second position is defined at the lowest positioned inlet aperture of the at least one inlet aperture on the inner surface of the top cover, and wherein the first position and the second position are spaced less than half of the outer diameter of the impeller.

59. Further, the Accused Products include a mounting housing member comprising a top surface, and a bottom surface, dimensioned and configured to mount to a wall of a basin in the manicure and pedicure industries, where the top surface of the mounting housing member comprises a second locking portion of the locking unit.

60. Further, the Accused Products include a jet assembly housing that is detachably secured to the top surface of the mounting housing member by magnetic coupling.

61. Further, the Accused Products include a locking unit comprising the first locking portion and the second locking portion for preventing rotation of the jet assembly housing during operation.

iv. Claim 26

62. Specifically, the Accused Products include a spa tub in manicure and pedicure industries.

63. Further, the Accused Products include a basin that is configured for mounting a magnetic coupling fluid pump and the magnetic coupling fluid pump comprising a jet assembly comprising a jet assembly housing and an impeller.

64. Further, the Accused Products include a jet assembly housing comprising an inner surface, an outer surface, a base, a top cover, an impeller-receiving chamber, at least one inlet aperture, and at least one outlet aperture, where the base of the jet assembly housing is a unitary structure and where the base of the jet assembly housing is enclosed during operation and comprises a first locking portion of a locking unit.

65. Further, the Accused Products include an impeller-receiving chamber is defined by a base and a top cover when the base and the top cover are secured to one another.

66. Further, the Accused Products include an impeller comprising of an upper surface, a lower surface, a side surface, an outer diameter, and at least one arm member, where outer diameter of the impeller is equal to or greater than an outer diameter of the at least one inlet aperture.

67. Further, the Accused Products include a jet assembly where the base and the top cover are secured to one another, a first position is defined at a highest point of the at least one arm member of the impeller, and a second position is defined at a lowest positioned inlet aperture of the at least one inlet aperture on the inner surface of the top cover, and wherein the first position and the second position are spaced less than half of the outer diameter of the impeller.

68. Further, the Accused Products include a mounting housing member comprising a top surface, and a bottom surface, dimensioned and configured to mount to a wall of the basin, where the top surface of the mounting housing member comprises a second locking portion of the locking unit.

69. Further, the Accused Products include a jet assembly housing that is detachably secured to the top surface of the mounting housing member by magnetic coupling.

70. Further, the Accused Products include a locking unit comprising of a first locking portion and a second locking portion for preventing rotation of the jet assembly housing during operation.

C. CONDITIONS PRECEDENT HAVE BEEN MET

71. All conditions precedent have been met. Plaintiff has sent a demand letter to counsel for Defendants concurrent with this filing and beforehand in the associated case of *Lexor v. Luraco*, Cause No. 3:18-cv-01933-N, pending in this district.

D. JURY DEMAND

1. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Luraco respectfully requests a jury trial on its claim of infringement of the named patents.

E. PRAYER FOR RELIEF

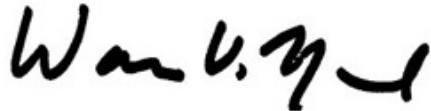
WHEREFORE, Luraco prays for a judgment in its favor and against Defendants which:

- a) Declares that Defendants have infringed Luraco's '894 Patent;
- b) Declares that Defendants have infringed Luraco's '071 Patent;
- c) Declares that Defendants have willfully infringed Luraco's '071 and '894 Patents;
- d) Awards Luraco compensatory damages as a result of Defendants' infringement of the patents listed, with interest and costs, and in no event less than a reasonable royalty;
- e) Permanently enjoins Defendants from further infringement under 35 U.S.C. § 283; and

f) Concludes that this is an exceptional case, and awarding to Luraco its expenses, costs, and attorney's fees under 35 U.S.C. § 285.

g) Awarding costs of suit by Luraco and other relief as this Court deems just and equitable.

Respectfully submitted,



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Attorney for Defendant/Counter-Plaintiff

Exhibits Attached:

- 1 – US Patent 10,278,894
- 2 – US Patent 10,278,894 - Infringement Disclosures
- 3 – US Patent 10,451,071
- 4 – US Patent 10,451,071 - Infringement Disclosures
- 5 – Pedi-Spa User Manual
- 6 – Lxor's Certificate of Compliance
- 7 – Screenshots of Lxor's website
- 8 – Evidence of Ebay offering infringing shaftless product
- 9 – Screenshot of Lxor's shafted and shaftless design in a YouTube Video
- 10 – Compilation of Defendant's Infringing Products