

1 MARC E. HANKIN (SBN: 170505)
E-Mail: Marc@HankinPatentLaw.com
2 **HANKIN PATENT LAW, APC**
11414 Thurston Circle
Los Angeles, CA 90049
3 Tel: (310) 979-3600
4 Fax: (310) 979-3603

5 Attorneys for PLAINTIFF,
Perfect Point EDM Corporation

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7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 PERFECT POINT EDM
11 CORPORATION, a California
Corporation,

12 Plaintiff

13 v.

14 SCINTAM ENGINEERING LTD; A
15 Corporation of the United Kingdom

16 Defendant.

CASE NO. '24CV0725 CAB AHG

**COMPLAINT FOR PATENT
INFRINGEMENT, FALSE
ADVERTISING, AND UNFAIR
COMPETITION**

DEMAND FOR JURY TRIAL

17
18 Perfect Point EDM Corporation (“Perfect Point” or “Plaintiff”), for its Complaint
19 for Patent Infringement, False Advertising, and Unfair Competition, against Defendant
20 Scintam Engineering Ltd (“Scintam” or “Defendant”), alleges as follows:

21 **JURISDICTION AND VENUE**

22 1. This action arises pursuant to the Patent Laws of the United States,
23 including 35 U.S.C. § 271 *et seq.*, *inter alia*, for Defendant’ infringement of Perfect
24 Point’s United States Patents Nos. 8,278,584 and 8,963,040, and other related claims.

25 2. The jurisdiction of this Court over the subject matter of this action is proper
26 pursuant to 28 U.S.C. §1331 and §1338.

27 3. This Court has personal jurisdiction over Defendant because Defendant
28 offered to sell infringing products in this Judicial District and has purposely directed its

1 activities to the State of California. Upon information and belief, Defendant has
2 committed acts of direct and indirect patent infringement within California. Upon
3 information and belief, Defendant has solicited business within California, including
4 specifically offering to sell products that infringe Perfect Point’s patented technology.

5 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c)(3)
6 because Defendant is not resident in the United States and may be sued in any judicial
7 district where jurisdiction is proper.

8 **THE PARTIES**

9 5. Plaintiff Perfect Point EDM Corporation is a California Corporation with
10 a principal place of business at 15192 Triton Lane, Huntington Beach, California 92614.

11 6. Plaintiff designs, manufactures, and offers for sale various unique and
12 advanced tools for aircraft maintenance, repair, and overhaul operations in the
13 aerospace industry, within the United States.

14 7. Plaintiff’s excellence in its field is widely recognized. Plaintiff sells to
15 well-respected customers throughout the United States, United Kingdom, Europe, and
16 the world, some of which are listed on Perfect Point’s website, where amongst other
17 places, Plaintiff offers its products at <https://ppedm.com/> (“Plaintiff’s Website”). A true
18 and correct copy of Plaintiff’s Website home page is attached hereto as Exhibit A.

19 8. Defendant Scintam Engineering Ltd, is a Corporation of the United-
20 Kingdom with a place of business at 4 Stamford Court, Nottingham, England, NG5
21 5LZ.

22 9. Upon information and belief, Scintam provides tools in the aerospace field.
23 A true and correct copy of the home page of Defendant’s Website, located at the URL
24 <https://www.scintam.com> (“Defendant’s Website”), is attached hereto as Exhibit B.

25 10. Upon information and belief, Scintam advertises, and offers to sell, a
26 removal tool under the name FastEDR. *See* Exhibit B.

27 11. Upon information and belief, on June 16, 2023, Defendant filed U.S.
28 Patent Application No. 18/336,341. That Patent Application was published on

1 December 21, 2023, with Publication No. 2023/0405898. A true and correct copy of
2 Defendant's U.S. Patent Application No. 18/336,341 is attached hereto as Exhibit C.

3 12. Upon information and belief, on June 16, 2022, Defendant filed U.K.
4 Patent Application No. 2208907.2. That Patent Application was published on January
5 4, 2023, with Publication No. GB2608508. A true and correct copy of Defendant's U.K.
6 Patent Application No. 2208907.2 is attached hereto as Exhibit D.

7 13. Upon information and belief, on June 14, 2023, Defendant filed European
8 Patent Application No. 23179359.7. That Patent Application was published on
9 December 27, 2023, with Publication No. EP4295982. A true and correct copy of
10 Defendant's European Patent Application No. 23179359.7 is attached hereto as Exhibit
11 E.

12 **FACTS RELEVANT TO ALL ALLEGATIONS**

13 I. Perfect Point's '584 Patent

14 14. Plaintiff is the owner of U.S. Patent No. 8,278,584 ("Perfect Point's '584
15 Patent"), entitled "Advanced Flushing For Workpiece Erosion", which issued on
16 October 2, 2012. Perfect Point's '584 Patent is valid and enforceable. A true and correct
17 copy of Perfect Point's '584 Patent is attached hereto as Exhibit F.

18 15. Perfect Point's '584 Patent broadly covers a hand-held electro discharge
19 device to remove boluses of material from a workpiece.

20 16. Perfect Point's '584 Patent includes Independent Claim 1, which Perfect
21 Point alleges has been infringed by Defendant.

22 17. Independent Claim 1 of Perfect Point's '584 Patent is a hand-held device
23 comprising, in combination:

24 a base;

25 a hood attached to the base at a distal end of the base, the hood being configured
26 to enclose a portion of a work space when brought to a workpiece;

27 an erosion device within said hood configured to erode debris from the
28 workpiece;

1 a flushing inlet configured to deliver a flushing fluid to said hood and between
2 the erosion device and the workpiece;
3 a flushing outlet configured to evacuate the flushing fluid and the debris from the
4 hood and workspace and
5 an inlet pump automatically controlled to initiate flow of the flushing fluid when
6 proper conditions for plasma events are provided.

7 18. Perfect Point's '584 Patent includes Independent Claim 10, which Perfect
8 Point alleges has been infringed by Defendant.

9 19. Independent Claim 10 of Perfect Point's '584 Patent is a fastener removal
10 device comprising, in combination:

11 a hood fixably attached to a base at a distal end of the base, the hood being
12 configured to enclose a workspace between the hood and a frame with at least a
13 portion of a fastener within the workspace;
14 an erosion device having a hollow tubular shape and having a distal end disposed
15 within the workspace and move able relative to the fastener;
16 a flushing inlet configured to deliver a flushing fluid to between the erosion
17 device and the fastener; and
18 an inlet pump automatically controlled to initiate flow of the flushing fluid when
19 proper conditions for plasma events are provided,
20 wherein the hollow tubular shape of the erosion device is configured to erode at
21 least a portion of the fastener without eroding the frame.

22 20. Perfect Point's '584 Patent includes Independent Claim 15, which Perfect
23 Point alleges has been infringed by Defendant.

24 21. Independent Claim 15 of Perfect Point's '584 Patent is a method for
25 removing a fastener from a frame, comprising, in combination:

26 providing a hand-held device having a hood and an erosion device;
27 providing the hood to the frame, whereby a workspace is enclosed between the
28 hood and the frame with at least a portion of the fastener within the workspace;

1 delivering a flushing fluid between the erosion device and the fastener;
2 controlling an inlet pump to initiate the flow of the flushing fluid when proper
3 conditions for plasma events are provided;
4 advancing the erosion device at the fastener;
5 eroding a portion of the fastener as debris into the flushing fluid; and
6 removing the flushing fluid containing the debris of the fastener from the
7 workspace.

8 II. Perfect Point's '040 Patent

9 22. Plaintiff is the owner of U.S. Patent No. 8,963,040 ("Perfect Point's '040
10 Patent"), entitled "Method Of Separating Fastener Shanks From Heads Or Frames",
11 which issued on February 24, 2015. Perfect Point's '040 Patent is valid and enforceable.
12 A true and correct copy of Perfect Point's '040 Patent is attached hereto as Exhibit G.

13 23. Perfect Point's '040 Patent broadly covers a device and method for
14 removal of fasteners by Electro Discharge Machining (EDM).

15 24. Perfect Point's '040 Patent includes Independent Claim 1, which Perfect
16 Point alleges has been infringed by Defendant.

17 25. Independent Claim 1 of Perfect Point's '040 Patent is a method of
18 separating fastener shanks from heads, the method, comprising:

19 Advancing, via electrical discharge machining, an erosion electrode
20 longitudinally through a head and shank of a fastener which is held to a frame,
21 the fastener being under stress from a collar attached to the fastener below the
22 frame;

23 the fastener having a the shank fixed within a hole in the frame; and,
24 forming an eroded space in the shank, below the frame, equal to or less than the
25 diameter of the hole.

26 26. Perfect Point's '040 Patent includes Independent Claim 10, which Perfect
27 Point alleges has been infringed by Defendant.

28 27. Independent Claim 10 of Perfect Point's '040 Patent is a method of

1 separating a fastener from two or more frames, comprising:

2 providing an erosion electrode to a fastener fixed through and holding two frames
3 together;

4 placing the electrode aligned with the shank of the fastener within the frame;
5 fastener having ahead coaxially with the shank and extending beyond at least a
6 portion of the frames;

7 the electrode, via electrical discharge machining, eroding a 5 space within the
8 fastener within the frames, the eroded space having an outer radius less than the
9 outer radius of the shank, whereby a Substantially concentric ligament of the
10 shank is formed within the frame, the thickness of the ligament being defined by
11 an offset between the 10 outer radius of the eroded space and the outer radius of
12 the shank.

13 III. Perfect Point's Product is Protected by Perfect Point's Patents

14 28. Plaintiff has invested substantial time and money to research and create
15 more efficient maintenance tools for the aerospace field, especially tools to remove
16 fasteners, culminating in Perfect Point being granted the '584 and the '040 Patents.

17 29. Plaintiff offers for sale the E-Drill ("Plaintiff's Product" or "E-Drill")
18 which is a handheld device that leverages electro discharge machining (EDM)
19 technology to remove fasteners in aerospace maintenance. A true and correct copy of
20 Perfect Point's brochure for the E-Drill is attached hereto as Exhibit H.

21 30. Plaintiff practices the '584 and the '040 Patents because its "E-Drill"
22 product embodies the features and limitations of Perfect Point's '584 and '040 Patents.

23 31. The E-Drill practices at least Independent Claim 1 of the '584 Patent.

24 32. The E-Drill practices at least Independent Claim 10 of the '584 Patent.

25 33. The E-Drill practices at least Independent Claim 15 of the '584 Patent.

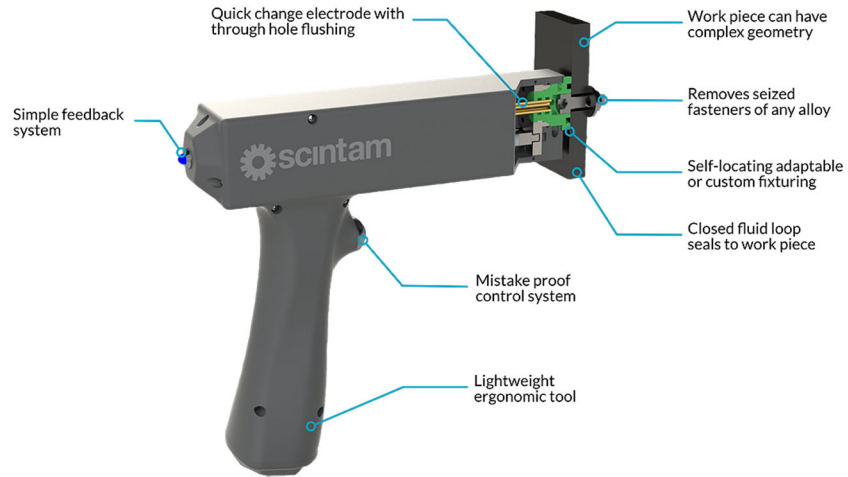
26 34. The E-Drill practices at least Independent Claim 1 of the '040 Patent.

27 35. The E-Drill practices at least Independent Claim 10 of the '040 Patent.

28

1 IV. Scintam’s Patent Infringing Activities

2 36. Plaintiff found out that Scintam offered to sell a portable fastener removal
3 tool under the name FastEDR (“FastEDR” or “Accused Product”), which is shown in
4 the photographs below:



24 A true and correct copy of Scintam’s webpage showing the FastEDR is attached hereto
25 as Exhibit I.

26 37. The Accused Product is substantially similar to Perfect Point’s E-Drill.

27 38. The Accused Product practices Perfect Point’s ‘584 Patent.

28 39. The Accused Produce practices Perfect Point’s ‘040 Patent.

1 40. Scintam has offered to sell the Accused Product within the United States
2 without receiving authorization or permission from Perfect Point to do so.

3 41. The Accused Product infringes at least Independent Claim 1 of Perfect
4 Point's '584 Patent.

5 42. The Accused Product infringes at least Independent Claim 10 of Perfect
6 Point's '584 Patent.

7 43. The Accused Product infringes at least Independent Claim 15 of Perfect
8 Point's '584 Patent.

9 44. A Claim Infringement Chart that explains how the Accused Product
10 infringes Independent Claims 1, 10 and 15 of Perfect Point's '584 Patent is attached
11 hereto as Exhibit J.

12 45. The Accused Product infringes at least Independent Claim 1 of Perfect
13 Point's '040 Patent.

14 46. The Accused Product infringes at least Independent Claim 10 of Perfect
15 Point's '040 Patent.

16 47. A Claim Infringement Chart that explains how the Accused Product
17 infringes Independent Claims 1 and 10 of Perfect Point's '040 Patent is attached hereto
18 as Exhibit K.

19 48. Perfect Point has not authorized Scintam to practice any claims of the '584
20 Patent.

21 49. Perfect Point has not authorized Scintam to practice any claims of the '040
22 Patent.

23 50. Perfect Point has not authorized any of Scintam's distributors to practice
24 any of the claims of the '584 Patent or the '040 Patent.

25 51. Perfect Point has not authorized any other third party to practice any of the
26 claims of the '584 Patent or the '040 Patent.

27 52. Upon information and belief, Scintam was aware of Perfect Point's '584
28 Patent before it first offered to sell the Accused Product in the United States.

1 53. Upon information and belief, Scintam was aware of Perfect Point’s ‘040
2 Patent before it first offered to sell the Accused Product in the United States.

3 54. Upon information and belief, Scintam was aware of Perfect Point’s ‘584
4 Patent before the filing of this Complaint.

5 55. Upon information and belief, Scintam was aware of Perfect Point’s ‘040
6 Patent before the filing of this Complaint.

7 56. Upon information and belief, Scintam has continued to offer to sell the
8 Accused Product in the United States despite Perfect Point’s ‘584 Patent & ‘040 Patent.

9 57. As a result of Scintam’s actions, the Accused Product, and potentially other
10 infringing devices, have been offered for sale in the United States to the irreparable
11 harm of Perfect Point.

12 58. Upon information and belief, Scintam stands to reap significant financial
13 profits and gains at the expense of Perfect Point who stands to suffer significant
14 financial losses, as a result of Scintam’s infringing actions, if not stopped immediately.

15 59. Scintam has never requested Perfect Point’s permission or authorization to
16 practice the claims of Perfect Point’s ‘584 Patent and/or Perfect Point’s ‘040 Patent,
17 and Perfect Point has never authorized Scintam to do so.

18 60. As such, Scintam’s infringing offers for sale of its infringing FastEDM
19 product has been in complete disregard of Perfect Point’s intellectual property rights.

20 V. Scintam’s Wrongful Action Regarding False Advertising and Unfair
21 Competition.

22 61. Scintam asserts on its website that the Accused Product “significantly
23 improves the reliability of maintenance scheduling by reducing damage rates during
24 disassembly by up to 95% compared to existing methods.” *See* Exhibit I.

25 62. Upon information and belief, “existing methods” include Perfect Point’s
26 Patented electro discharge machining method.

27 63. Scintam also asserts on its website that the Accused Product is “the most
28 predictable and safe fastener removal technology for use on high-value assets.” *See*

1 Exhibit I.

2 64. Upon information and belief, Scintam targets Perfect Point's identical
3 industry, Perfect Point's identical clients, and, therefore, the identical uses of Perfect
4 Point's E-Drill. *See* Section VI.

5 65. Upon information and belief, Scintam is making a false comparison
6 between the Accused Product and Plaintiff's E-Drill in its above-mentioned statement.

7 66. Upon information and belief, Scintam is providing misleading and false
8 advertising and is asserting an untrue statement when it compares the Accused Product
9 to other existing methods, stating that the Accused Product is reducing damage rates
10 during disassembly by up to 95%.

11 67. Upon information and belief, Scintam is providing misleading and false
12 advertising and is asserting an untrue statement when it states that the Accused Product
13 is the most predictable and safe fastener removal technology, implying a comparison
14 with other products on the market including Plaintiff's E-Drill.

15 68. Scintam knew, or should have known, that the foregoing statements were
16 untrue and/or misleading when made.

17 69. Because of Scintam's false advertising and unfair competition, some
18 customers that otherwise would select the Perfect Point E-Drill, instead will purchase
19 Scintam's Accused Product in the hopes of benefitting from the range of services that
20 Scintam alleges come included with Scintam's Accused Product.

21 70. As a direct and proximate result of Scintam's wrongful conduct, Perfect
22 Point is entitled to a preliminary and permanent injunction preventing Scintam from
23 continuing to engage in the above-described unlawful, unfair, and/or fraudulent
24 business acts or practices, and restitution in the amount of all of Scintam's profits earned
25 in connection with the foregoing tortious activities.

1 **CLAIMS FOR RELIEF**

2 **FIRST CLAIM FOR RELIEF**

3 (Direct Infringement of U.S. Patent No. 8,278,584)

4 71. Plaintiff incorporates herein by reference the allegations of the preceding
5 paragraphs as though fully set forth herein.

6 72. Defendant has offered to sell in the United States the Accused Product that
7 directly, indirectly, and/or pursuant to the Doctrine of Equivalents, infringes Perfect
8 Point's '584 Patent without Plaintiff's authorization, pursuant to 35 U.S.C. § 271 and
9 other applicable law.

10 73. Specifically, the Accused Product infringes Independent Claim 1 of
11 Perfect Point's '584 Patent.

12 74. Specifically, the Accused Product infringes Independent Claim 10 of
13 Perfect Point's '584 Patent.

14 75. Specifically, the Accused Product infringes Independent Claim 15 of
15 Perfect Point's '584 Patent.

16 76. By reason of the foregoing infringing acts, Plaintiff has been damaged,
17 continues to be damaged, and is entitled to no less than a reasonable royalty in
18 accordance with 35 U.S.C. § 284, in an amount to be determined at trial.

19 77. By reason of the foregoing infringing acts, Plaintiff has been damaged,
20 continues to be damaged, and is entitled to recover its lost profits in accordance with 35
21 U.S.C. § 284 and controlling case law in an amount to be determined at trial.

22 78. In addition, pursuant to 35 U.S.C. § 284, Plaintiff is entitled to enhanced
23 and treble damages against Defendant together with interest at the maximum legal rate
24 and costs as fixed by the Court.

25 79. Upon information and belief, Defendant's infringements have been
26 intentional and willful, making this an exceptional case.

27 80. Because this is an exceptional case, Plaintiff is entitled to recover its
28 attorneys' fees pursuant to 35 U.S.C. § 285.

1 81. Plaintiff has suffered and continues to suffer great and irreparable harm
2 from Defendant's infringement of Perfect Point's '584 Patent. Plaintiff has no adequate
3 remedy at law and is entitled to a preliminary and permanent injunction against
4 Defendant's continued infringement of Perfect Point's '584 Patent. Unless enjoined by
5 this Court, Defendant will continue its infringing conduct, thereby causing Plaintiff to
6 further sustain irreparable damage, loss, and injury.

7 **SECOND CLAIM FOR RELIEF**

8 (Direct Infringement of U.S. Patent No. 8,963,040)

9 82. Plaintiff incorporates herein by reference the allegations of the preceding
10 paragraphs as though fully set forth herein.

11 83. Defendant has offered to sell in the United States the Accused Product that
12 directly, indirectly, and/or pursuant to the Doctrine of Equivalents, infringes Perfect
13 Point's '040 Patent without Plaintiff's authorization, pursuant to 35 U.S.C. § 271 and
14 other applicable law.

15 84. Specifically, the Accused Product infringes Independent Claim 1 of
16 Perfect Point's '040 Patent.

17 85. Specifically, the Accused Product infringes Independent Claim 10 of
18 Perfect Point's '040 Patent.

19 86. By reason of the foregoing infringing acts, Plaintiff has been damaged,
20 continues to be damaged, and is entitled to no less than a reasonable royalty in
21 accordance with 35 U.S.C. § 284, in an amount to be determined at trial.

22 87. By reason of the foregoing infringing acts, Plaintiff has been damaged,
23 continues to be damaged, and is entitled to recover its lost profits in accordance with 35
24 U.S.C. § 284 and controlling case law in an amount to be determined at trial.

25 88. In addition, pursuant to 35 U.S.C. § 284, Plaintiff is entitled to enhanced
26 and treble damages against Defendant together with interest at the maximum legal rate
27 and costs as fixed by the Court.

28 89. Upon information and belief, Defendant's infringements have been

1 intentional and willful, making this an exceptional case.

2 90. Because this is an exceptional case, Plaintiff is entitled to recover its
3 attorneys' fees pursuant to 35 U.S.C. § 285.

4 91. Plaintiff has suffered and continues to suffer great and irreparable harm
5 from Defendant's infringement of Perfect Point's '040 Patent. Plaintiff has no adequate
6 remedy at law and is entitled to a preliminary and permanent injunction against
7 Defendant's continuing infringement of Perfect Point's '040 Patent. Unless enjoined by
8 this Court, Defendant will continue its infringing conduct, thereby causing Plaintiff to
9 further sustain irreparable damage, loss, and injury.

10 **THIRD CLAIM FOR RELIEF**

11 (False Advertising and Unfair Competition - 15 U.S.C. § 1125)

12 92. Plaintiff incorporates herein by reference the allegations of the preceding
13 paragraphs as though fully set forth herein.

14 93. Defendant's statement that the Accused Product "significantly improves
15 the reliability of maintenance scheduling by reducing damage rates during disassembly
16 by up to 95% compared to existing methods" in reference, among others, to Perfect
17 Point's electro discharge machining method, is false and misleading.

18 94. Defendant's statement that the Accused Product is "the most predictable
19 and safe fastener removal technology for use on high-value assets" in comparison,
20 among others, to the E-Drill, is false and misleading.

21 95. Defendant knew, or should have known, that its statements were untrue
22 and/or misleading.

23 96. Defendant's conduct in making false allegations and misrepresentations of
24 the truth, for its own use and benefit, in complete disregard of Plaintiff's rights and at
25 Plaintiff's expense, constitutes False Advertising pursuant to 15 U.S.C. §1125(a)(1)(B).

26 97. Defendant has acted in bad faith by soliciting one or more of Plaintiff's
27 biggest clients to offer to sell to them the Accused Product in the place of Perfect Point's
28 E-Drill.

1 98. Defendant’s tortious conduct, acting for its own benefit, in complete
2 disregard of Plaintiff’s rights and at Plaintiff’s expense, constitutes Unfair Competition
3 pursuant to 15 U.S.C. § 1125.

4 99. As a direct, proximate, and foreseeable result of Defendant’s wrongful
5 conduct, Plaintiff has suffered, and will continue to suffer, irreparable harm. Plaintiff
6 has no adequate remedy at law to compensate for these substantial injuries and is
7 entitled to a preliminary and permanent injunction pursuant to 15 U.S.C. § 1116.

8 100. As a direct, proximate, and foreseeable result of Defendant’s wrongful
9 conduct, Plaintiff is entitled to recover Defendant’s profits gained from its unlawful
10 acts, damages sustained by the Plaintiff, and the costs of this action pursuant to 15
11 U.S.C. § 1117.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for Judgment to be Entered in its favor and against
14 Defendant as follows:

- 15 a) Entry of Judgment in favor of Perfect Point EDM Corporation and against
16 Scintam Engineering Ltd on each claim made in the Complaint;
- 17 b) Entry of Judgment that Defendant has infringed and continues to infringe
18 Perfect Point’s ‘584 and Perfect Point’s ‘040 Patent in violation of 35
19 U.S.C. 271;
- 20 c) Entry of a temporary, preliminary, and permanent injunction pursuant to
21 35 U.S.C. § 273 against further infringement of Perfect Point’s ‘584 Patent
22 and Perfect Point’s ‘040 Patent by Defendant, its officers, agents, and
23 employees, and all others in active concert or participation with any of
24 them;
- 25 d) An order pursuant to the Court’s inherent authority ordering seizure of all
26 infringing articles within the United States, or any other copy,
27 reproduction, or colorable imitation of the infringing articles in
28 Defendant’s possession, custody, or control, including any and all

1 advertising and other materials used in furtherance of Defendant's
2 infringement, whether in hard copy or electronic form, for destruction at
3 Defendant's expense;

4 e) An award of damages adequate to compensate Plaintiff for the patent
5 infringement that has occurred pursuant to 35 U.S.C. § 284, which shall be
6 trebled as a result of Defendant's willful patent infringement, together with
7 pre- and post-judgment interest and costs;

8 f) An order directing Defendant to notify any and all purchasers of the
9 Accused Product that those products infringe Perfect Point's '584 Patent
10 and/or Perfect Point's '040 Patent and must be returned for destruction at
11 Defendant's expense;

12 g) An accounting of all Accused Product manufactured and/or sold and/or
13 offered for sale within the United States and an appropriate royalty therefor
14 to be awarded to Plaintiff;

15 h) An assessment of costs, including a declaration that this is an exceptional
16 case, and reasonable attorneys' fees and taxable costs awarded against
17 Defendant to Plaintiff, pursuant to 35 U.S.C. § 285;

18 i) Judgment that the Defendant has engaged in false advertising in violation
19 of 15 U.S.C. § 1125(a), as well as any other applicable law(s);

20 j) Entry of a temporary, preliminary, and permanent injunction against
21 further false statements and deceptive advertising by Defendant, its
22 officers, agents, and employees, and all others in active concert or
23 participation with any of them;

24 k) An award of damages adequate to compensate Plaintiff for the damage to
25 its business and goodwill caused by Defendant's false advertising;

26 l) Entry of Judgment that the Defendant has engaged in unfair competition
27 in violation of 15 U.S.C. § 1125(a), as well as any other applicable law(s);

28 m) Entry of a temporary, preliminary, and permanent injunction against

1 further acts of unfair competition by Defendant, its officers, agents, and
2 employees, and all others in active concert or participation with any of
3 them;

4 n) An award of damages adequate to compensate Plaintiff for the damage to
5 its business and goodwill caused by Defendant’s Unfair Competition;

6 o) An award of pre- and post-judgment interest; and

7 p) That Plaintiff be granted such other and further relief as the Court deems
8 just and proper.

9 Respectfully submitted,
10 **HANKIN PATENT LAW, APC**
11 Marc E. Hankin
12 Marc E. Hankin, Esq.
13 Attorneys for Plaintiff,
14 **Perfect Point EDM Corporation**

11 Dated: April 22, 2024

15
16 **DEMAND FOR JURY TRIAL**

17 Perfect Point EDM Corporation hereby demands trial by jury on all claims and
18 issues so triable.

19
20 Respectfully submitted,
21 **HANKIN PATENT LAW, APC**
22 Marc E. Hankin
23 Marc E. Hankin, Esq.
24 Attorneys for Plaintiff,
25 **Perfect Point EDM Corporation**

22 Dated: April 22, 2024

TABLE OF EXHIBITS

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