

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

INTRAUMA, S.p.A.	)	
	)	
Plaintiff,	)	Case No:
	)	
v.	)	
	)	
VETERINARY ORTHOPEDIC	)	
IMPLANTS, LLC f/k/a	)	
VETERINARY ORTHOPEDIC	)	
IMPLANTS, INC., and DR. BRIAN	)	
BEALE, individually	)	
	)	
Defendants.	)	
_____	)	

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff Intrauma S.p.A. (“Intrauma”), by and through their undersigned attorneys, complains and alleges against Defendant Veterinary Orthopedic Implants, LLC f/k/a Veterinary Orthopedic Implants, Inc. (“VOI”) and Dr. Brian Beale (“Beale”), as follows:

**THE PARTIES**

1. Plaintiff Intrauma is an Italian corporation with its principal place of business at Via Genova, 19, 10098 Rivoli, Turin, Italy.

2. Intrauma sells veterinary surgical goods throughout the world and is particularly well known for its FIXIN range of products (the “FIXIN Mark”), which are locking plates used for the stabilization of bone fractures.

3. Intrauma’s FIXIN locking plates have become the gold standard for the fixation of complex bone fractures in cats and dogs of all sizes.

4. FIXIN’s unique locking mechanism guarantees the stability of the fracture while avoiding pressure on the bone, preserving vascularity and accelerating the return of mobility and function.

5. The FIXIN patented screw locking mechanism allows the easy locking of the screw in the plate-bushings system and eliminates the possibility of cross-threading of the screw head into the plate. It also ensures the best distribution of loads, reducing the risk of implant breakage and screw pull-out.

6. Intrauma has touted its FIXIN system as patented since its introduction to the United States market in 2007 and has used the FIXIN Mark in interstate commerce since 2007.

7. On information and belief, Defendant VOI is a limited liability company organized and existing under the laws of Delaware with its principal place of business at 310 Commerce Lake Drive, Unit 107, Saint Augustine, Florida 32095.

8. On information and belief, VOI has been aware of the asserted patent since at least 2019.

9. VOI has a history of pirating its competitor's products. For example, in 2023, VOI was subject to a nearly \$60 million judgment after a finding of willful patent infringement against a different market competitor. *See* Case No. 3:18-cv03142, *Depuy Synthes Products, Inc. et al V. Veterinary Orthopedic Implants, Inc.* (M.D. Fla. 2023) at (Dkt. 637) (the "Synthes Trial").

10. Although a post-trial settlement was reached between the parties, a permanent injunction was entered prohibiting VOI from selling the accused products in that case. *Id.* at Dkt. 640.

11. Dr. Brian Beale ("Dr. Beale") is a veterinarian from the Houston, Texas area that started a relationship with Intrauma in 2009. Among other things, Dr. Beale became a key opinion leader and supporter of Intrauma products. On many occasions Dr. Beale was paid to teach other veterinarians about the Fixin system, and in return received a substantial discount on Intrauma's products.

12. On information and belief, Dr. Beale became a partial owner of VOI starting in 2017 and regularly conducted business in this District.

### **JURISDICTION AND VENUE**

13. This is an action for patent infringement arising under the patent laws of the United States, Title 35 U.S.C. §§ 1 et seq.

14. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 1338(a) and 15 U.S.C. § 1125.

15. This Court has personal jurisdiction over VOI because, on information and belief, VOI has a principal place of business in St. Augustine, Florida, and regularly transacts business in Florida. This Court further has personal jurisdiction over VOI because, on information and belief, VOI transacts continuous and systematic business within Florida. Moreover, this Court has personal jurisdiction over VOI because, on information and belief, this lawsuit arises out of VOI's infringing activities including, without limitation, VOI's manufacturing, distributing, selling and/or offering to sell infringing products in Florida, and/or importing infringing products and components into Florida. Finally, this Court has personal jurisdiction over VOI because, on information and belief, VOI has made, used, sold, offered for sale and/or imported its infringing products and placed such infringing products in the stream of interstate commerce with the expectation that such infringing products would be used, distributed, sold and/or offered for sale within Florida.

16. Venue is proper pursuant to 28 U.S.C. §§ 1391 and 1400. Venue is also proper within this district because VOI resides in the Middle District of Florida insofar as it maintains a principal place of business in St. Augustine, Florida, which is located within St. Johns County. In addition, venue is also proper within this

district because, on information and belief, VOI has committed acts of infringement in the Middle District of Florida.

### **THE ASSERTED PATENT**

17. On May 31, 2000, Italian Patent TO2000A000501 was filed. A Patent Cooperation Treaty application was filed on May 28, 2001, having International Application Number PCT/EP01/06090. Within the 30-month deadline, a United States application claiming priority to the Italian patent application was filed on May 8, 2003. On June 7, 2005, U.S. Patent No. 6,902,567 (“the ‘567 Patent” or the “Asserted Patent”), entitled “Device for Fixing Bone Sections Separated Because of a Fracture,” was duly and legally issued by the United States Patent and Trademark Office (“USPTO”) and names Nilli Del Medico as inventor. A copy of the ‘567 Patent is attached as **Exhibit A**.

18. The ‘567 Patent is directed to a device for fixing bone sections separated because of a fracture. The device comprises a plate with bores for the fastening to a bone, a plurality of internally hollow barrels, screwed in the bores of the plate and a plurality of compression screws adapted to be screwed in the bone and then locked in the barrels. ‘567 Patent at Abstract.

19. By lawful assignment, Plaintiff Intrauma S.p.A. is the owner of all rights, title, and interest in and to the ‘567 Patent.

20. The ‘567 Patent expired on May 28, 2021.

## THE ACCUSED PRODUCTS

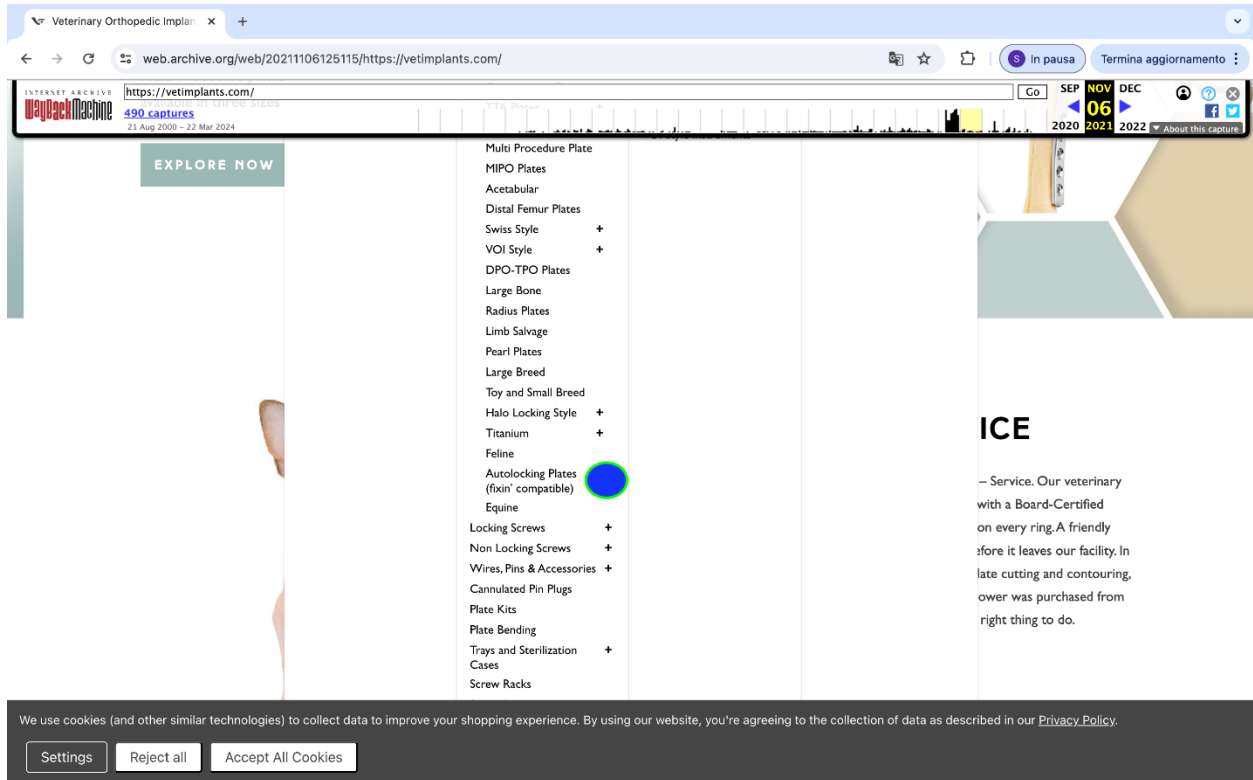
21. On June 3, 2019, Intrauma sent VOI a formal notice (the “June 2019 Letter”) advising VOI that it was infringing on the ‘567 Patent and identified the products on pages 159, 160, and 161 of VOI’s 2019 catalog. The June 2019 Letter is attached hereto as **Exhibit B** and relevant portions of VOI’s 2019 catalog are attached hereto as **Exhibit C**.

22. VOI advertised these autolocking plates in other flyers as well. An example of one such flyer is attached hereto as **Exhibit D**.

23. VOI advertised these plates using an alphanumeric numbering system starting with the letter “F” (an “F-code”) which, on information and belief, continued through the year 2023.

24. On information and belief, each of the parts listed in Exhibit C with an F-code infringe on the ‘567 Patent (the “Accused Products”).

25. VOI advertised its products as “fixin’ compatible” at least until November 2021 as seen below in a Wayback Machine screenshot from November 6, 2021:



26. Intrauma did not receive a response to the June 2019 Letter from VOI, but instead, continued selling the Accused Products.

27. This is consistent with VOI's prior history of making knock-offs of its competitor's products rather than investing in its own research and development.

28. Dr. Beale knew at all times that the Fixin system was patented.

29. VOI made Dr. Beale a part owner of VOI because they "were getting ideas from him for fracture plates and TPLO plates" and because Dr. Beale "was very generous in helping [VOI] continue to be . . . cutting edge." Synthes Trial at (Dkt. 566), 763:7-11.

30. On information and belief, Dr. Beale purposefully hid that he was a partial owner of VOI from Intrauma for the entirety of his relationship with Intrauma.

31. On information and belief, Dr. Beale provided VOI with Fixin plates for VOI to reverse engineer.

32. Intrauma only learned about Dr. Beale's relationship with VOI as well as the extent of copying performed by VOI due to the Synthes Trial.

33. On information and belief, based on discounts provided to Dr. Beale, VOI and Beale received nearly a million dollars in unjust benefits.

34. On information and belief, VOI did not employ an engineer for the development of its surgical plates used to correct bone fractures.

35. On information and belief, VOI had its plates manufactured by an overseas machine shop and then imported them into the United States.

36. On information and belief, VOI never bothered to determine if the products it imported from these foreign machine shops infringed on any U.S. Patents.

#### **VOI'S USE OF FIXIN MARK**

37. Intrauma is well known throughout the world for its FIXIN branded system.



38. Intrauma has made considerable expenditures and sacrifices to achieve the success it enjoys around the world, including in the United States market.

39. For example, Intrauma has invested millions of dollars in the research, design, development, manufacturing and distribution of a wide range of cutting-edge medical devices used in both the human and veterinary fields. Intrauma's Veterinary Line produces an annual catalogue for its customers identifying the parts it sells, including its products incorporating the FIXIN Mark. A copy of Intrauma's 2024 catalogue, which is representative of all Intrauma catalogues carrying the FIXIN line of products, is attached hereto as **Exhibit E**.

40. As a result of Intrauma's favorable reputation and considerable investments, FIXIN has become synonymous with high quality veterinary plates throughout the United States.

41. VOI advertised its autolocking screws as "Fixin® compatible" in its 2019 catalog. Ex C at 2. Coincidentally, the FIXIN Mark was not a registered trademark in 2019 when VOI published its product catalog.

42. VOI's 2023 catalog still lists its autolocking screws as ""Fixin® compatible." The 2023 VOI Catalog is attached hereto as **Exhibit F**.

43. VOI referred to its plates as “VOI Fixin style.” See Synthes Trial at (Dkt. 553-15), p. 9, which is a publicly available exhibit used during the *Synthes v. VOI* patent infringement trial.

44. On information and belief, VOI directly mapped its part numbers to Intrauma’s part numbers but swapped out Intrauma’s “V” identifier for an “F” identifier so that its customers would associate it with the FIXIN Mark. For example, VOI part number F3043 is a mirror image of Intrauma part number V3043, as shown below:



Ex. C at 2.

V3043 (L)  
Pre-bended  
.....  
Length - 87mm  
Thickness - 2.5mm  
TPLO  
Large breeds



Ex. E at 16.

45. On information and belief, VOI promoted, marketed, and offered for sale dozens of FIXIN-style counterfeit products using its “F-code” product numbering scheme, which was identical to the “V-code” product numbering system used by Intrauma to identify its genuine FIXIN-style products.

46. On January 10, 2022, a veterinarian/customer reached out to Intrauma seeking a Fixin product. The customer said he had been using Fixin products for over ten years but had not directly ordered from Intrauma since 2018. A true and correct copy of this email is attached as **Exhibit G**.

47. After assisting the customer, Intrauma believed that no further issues existed until April 29, 2024, when the same veterinarian emailed again and stated he was currently “getting material through VOI but no [sic] sure if they are truly

intrauma [sic] products and they seem to have a more limited inventory.” A true and correct copy of this email is attached as **Exhibit H**.

48. On information and belief, this customer was and is not the only veterinarian that was confused about VOI’s connection to Intrauma.

**COUNT I**  
**VOI’S DIRECT AND INDIRECT INFRINGEMENT OF ‘567 PATENT**

49. Intrauma incorporates by reference each of the allegations set forth in paragraphs 1-48 above.

50. On information and belief, VOI, without authority, has directly infringed the ‘567 Patent, under 35 U.S.C. § 271(a), at least by manufacturing, importing, distributing, selling, offering for sale, and/or using within the United States at least the Accused Products. For example, on information and belief, VOI sponsored and/or participated in many educational seminars to educate and train veterinarians in the various procedures involving the Accused Products. On information and belief, the underlying purpose of these seminars was to sell and offer for sale the Accused Products and to instruct veterinarians to use such products in an infringing manner. Through these educational seminars, VOI induced veterinarians to directly infringe the '567 patent.

51. On information and belief, VOI also manufactures, imports, sells or offers for sale other products that are necessary and used with the FIXIN range of products. An example includes the auto-locking screws that are used with the

plates accused of infringement in this action. Other examples of VOI's products constituting conveyed sales are included in the attached Exhibit C and Exhibit F, as well as substantially similar designs to those in Exhibit C and Exhibit F.

52. On information and belief, when used with the screws having an F-code as shown in Exhibit C, the Accused Products practice each limitation of at least Claim 1 of the '567 Patent.

53. Claim 1 of the '567 Patent is directed to:

A device for fixing bone sections separated because of a fracture, the device comprising;

a plate with a plurality of bores for fastening said plate to said bone by means of screws thus allowing compression of the plate against the bone; at least one barrel internally equipped with an axial through-hole, said barrel being located in correspondence with one of said bores, said bore being a threaded bore and said at least one barrel and said plate being separate pieces that can be rigidly coupled by screwing said barrel in said threaded bore;

at least one compression screw adapted to be received in said barrel and screwed in said bone; wherein said at least one barrel has an elongate portion projecting from said plate and a threaded end portion adapted to be screwed in a corresponding threaded bore in said plate.

54. The Accused Products satisfy the requirement in Claim 1 that the device “have a plurality of bores for fastening” the plate to a bone using screws to allow for compression of the plate against the bone.

55. The Accused Products satisfy the requirement in Claim 1 that the device used “at least one barrel internally equipped with an axial through hole” with the barrel “being located in correspondence with one of said bores.”

56. The Accused Products satisfy the requirement in Claim 1 that the bore be “a threaded bore” that is separate from the plate which is “rigidly coupled by screwing said barrel in said threaded bore.”

57. The Accused Products satisfy the requirement in Claim 1 that there be at least one compression screw that goes in the barrel and screws into the bone.

58. The Accused Products satisfy the requirement in Claim 1 that the barrel has “an elongate portion projecting” from the plate and “a threaded end portion” for screwing the barrel into the threaded bore.

59. As a result of VOI's infringement of the '567 Patent, Intrauma has suffered damages.

60. On information and belief, VOI offered products beyond the Accused Products that also infringe on the '567 Patent.

61. VOI's infringement of the '567 Patent is willful, making this an exceptional case and entitling Intrauma to enhanced damages and attorneys' fees. VOI has been aware of Intrauma's infringement contentions since no later than Intrauma's June 2019 Letter. On information and belief, VOI has knowingly and willfully infringed the '567 Patent by manufacturing, importing, using, selling, and offering to sell the Accused Products, including the products identified in Intrauma's June 2019 Letter.

62. Despite its knowledge of its infringement, VOI continued to manufacture, import, use, sell, and offer to sell the Accused Products and instruct its customers to use the Accused Products in a manner that infringes.

**COUNT II**  
**DR. BEALE'S INDIRECT PATENT INFRINGEMENT**

63. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

64. On information and belief, Dr. Beale, without authority, has induced infringement of the '567 Patent, under 35 U.S.C. § 271(a), at least by actively

encouraging the manufacturing, importing, distributing, selling, offering for sale, and/or using within the United States at least the Accused Products.

65. Dr. Beale knew or should have known that the acts being committed constituted patent infringement based on his knowledge that the Fixin system was patented.

66. On information and belief, when used with the screws having an F-code as shown in Exhibit C, the Accused Products practice each limitation of at least Claim 1 of the '567 Patent.

67. Claim 1 of the '567 Patent is directed to:

A device for fixing bone sections separated because of a fracture, the device comprising;

a plate with a plurality of bores for fastening said plate to said bone by means of screws thus allowing compression of the plate against the bone; at least one barrel internally equipped with an axial through-hole, said barrel being located in correspondence with one of said bores, said bore being a threaded bore and said at least one barrel and said plate being separate pieces that can be



rigidly coupled by screwing said barrel in said threaded bore;  
at least one compression screw adapted to be received in said barrel and screwed in said bone;  
wherein said at least one barrel has an elongate portion projecting from said plate and a threaded end portion adapted to be screwed in a corresponding threaded bore in said plate.

68. The Accused Products satisfy the requirement in Claim 1 that the device “have a plurality of bores for fastening” the plate to a bone using screws to allow for compression of the plate against the bone.

69. The Accused Products satisfy the requirement in Claim 1 that the device used “at least one barrel internally equipped with an axial through hole” with the barrel “being located in correspondence with one of said bores.”

70. The Accused Products satisfy the requirement in Claim 1 that the bore be “a threaded bore” that is separate from the plate which is “rigidly coupled by screwing said barrel in said threaded bore.”

71. The Accused Products satisfy the requirement in Claim 1 that there be at least one compression screw that goes in the barrel and screws into the bone.

72. The Accused Products satisfy the requirement in Claim 1 that the barrel has “an elongate portion projecting” from the plate and “a threaded end portion” for screwing the barrel into the threaded bore.

73. Intrauma has been damaged as a direct and proximate result of Dr. Beale’s inducement.

74. Dr. Beale’s induced infringement of the ‘567 Patent is willful, making this an exceptional case and entitling Intrauma to enhanced damages and attorneys’ fees. Dr. Beale has been aware of Intrauma’s infringement contentions since no later than Intrauma’s June 2019 Letter. On information and belief, Dr. Beale has knowingly and willfully induced infringement the ‘567 Patent by inducing the manufacturing, importing, using, selling, and offering to sell the Accused Products, including the products identified in Intrauma’s June 2019 Letter.

**COUNT III**  
**VOI’S COMMON LAW TRADEMARK INFRINGEMENT**

75. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

76. Intrauma is the senior user of the FIXIN Mark.

77. VOI’s conduct, as alleged above, amounts to trademark and service mark infringement, trade name infringement, and unfair competition based on the

likelihood of confusion and evidence of actual confusion. VOI's conduct has been wanton, willful, and undertaken in reckless disregard for the superior rights of Intrauma.

78. VOI's acts of infringement have injured Intrauma monetarily and reputationally.

79. Intrauma will continue to be damaged as a direct and proximate result of VOI's depiction of the "FIXIN" name or use of the "F-code" product numbering scheme associated with the asserted trademark unless and until VOI is enjoined from further depiction of the "FIXIN" name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark.

**COUNT IV**  
**VOI'S FEDERAL FALSE DESIGNATION OF ORIGIN**  
**AND UNFAIR COMPETITION (15 U.S.C. § 1125)**

80. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

81. VOI's promotion, marketing, offer for sale, and sale of products covered by Plaintiff's FIXIN Mark has created and is creating a likelihood of confusion, mistake, and deception among the consuming public as to the affiliation, connection, or association with Intrauma of the origin, sponsorship, or approval of VOI's products by Intrauma.

82. By using the term “Fixin compatible” and similar terms, VOI created a false designation of origin and a misleading representation of fact as to the origin and/or sponsorship of the infringing products.

83. By using its “F-code” product numbering scheme to advertise its products, VOI created a false designation of origin and a misleading representation of fact as to the origin and/or sponsorship of the infringing products.

84. On information and belief, veterinarians throughout the United States recognize Intrauma’s Fixin products by the “F-code” product numbering.

85. VOI’s false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the infringing products to the consuming public involves the use of unauthorized marks and is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

86. As a result of VOI’s unfair competition, Intrauma has suffered damages.

87. Intrauma will continue to be damaged as a direct and proximate result of VOI’s false designation of origin associated with the asserted trademark unless and until VOI is enjoined from further depiction of the “FIXIN” name or use of the “F-code” product numbering scheme in connection with the products associated with the asserted trademark.

**COUNT V**  
**VOI'S FEDERAL PASSING OFF (15 U.S.C. § 1125)**

88. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

89. Intrauma's FIXIN Mark is so associated with its goods that use of the FIXIN Mark by another entity constitutes a representation that those goods come from the same source.

90. There was and is a likelihood of confusion among consumers that VOI was the source of FIXIN products when they were not.

91. VOI's actions, as alleged herein, constitute passing off in violation of 15 U.S.C. § 1125 and related subsections.

92. Intrauma has suffered damage to reputation and sales with interest.

93. Intrauma will continue to be damaged as a direct and proximate result of VOI's passing off of the asserted trademark unless and until VOI is enjoined from further depiction of the "FIXIN" name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark.

**COUNT VI**  
**VOI'S COMMON LAW UNFAIR COMPETITION**

94. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

95. VOI is a direct competitor of Intrauma.

96. VOI engaged in deceptive conduct by its promotion, marketing, offer for sale, and sale of products covered by Intrauma's FIXIN Mark has created and is creating a likelihood of confusion, mistake, and deception among the consuming public as to the affiliation, connection, or association with Intrauma of the origin, sponsorship, or approval of VOI's products by Intrauma.

97. By using the term "Fixin compatible" and similar terms, VOI created a false designation of origin and a misleading representation of fact as to the origin and/or sponsorship of the infringing products.

98. By using the "F-code" product numbering scheme to advertise its products, VOI created a false designation of origin and a misleading representation of fact as to the origin and/or sponsorship of the infringing products.

99. VOI's use of the FIXIN Mark and "F-code" product numbering scheme caused consumer confusion because it had and continues to have a material effect on Intrauma's customer's and prospective customer's decisions and ability to purchase Intrauma's goods and services or otherwise do business with Intrauma. As a result of VOI's unfair competition, Intrauma's customers and prospective customers were actually deceived or are likely to be deceived and

confused into believing that VOI's goods and services are genuinely those of Intrauma or authorized by Intrauma.

100. The injuries and damages sustained by Intrauma have been directly and proximately caused by VOI's false and misleading representations of fact and unfair competition.

101. Intrauma will continue to be damaged as a direct and proximate result of VOI's misrepresentations and unfair competition associated with the asserted trademark unless and until VOI is enjoined from further depiction of the "FIXIN" name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark.

**COUNT VII**  
**VOI'S FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**(Fla. Stat. §501.20 *et seq.*)**

102. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

103. Intrauma brings this count against VOI for violation of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.20 *et seq.*

104. VOI's infringement, false designation of origin, and false and misleading use of the FIXIN Mark and "F-code" numbering scheme, as described above, constituted deceptive acts and unfair practices.

105. VOI's deceptive acts and unfair practices occurred in the conduct of trade or in commerce.

106. VOI's acts were likely to mislead consumers and offend established public policy, and were immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

107. VOI knew or should have known that use of the FIXIN Mark and "F-code" product numbering scheme were misleading or deceptive.

108. Furthermore, VOI intended that its deceptive acts and unfair practices would induce consumers to rely and act on them and were successful in that intention.

109. VOI's deceptive acts and unfair practices caused consumers, including Florida consumers, to purchase VOI's goods under false pretenses.

110. Intrauma's injuries and damages have been directly and proximately caused by VOI's deceptive representations and unfair trade practices.

111. Intrauma will continue to be damaged as a direct and proximate result of VOI's unfair trade practices associated with the asserted trademark unless and until VOI is enjoined from further depiction of the "FIXIN" name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark.



**COUNT VIII**  
**VOI'S UNJUST ENRICHMENT**

112. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

113. Intrauma conferred a benefit to VOI in the form of discounts provided to its partial owner, Dr. Brian Beale.

114. On information and belief, Dr. Beale was working with VOI to develop the infringing plates complained of herein during his relationship with Intrauma using the discounted Fixin products.

115. Dr. Beale, as partial owner of VOI, knew that the Fixin products to which he was receiving a discount were patented.

116. Dr. Beale and VOI have retained the benefit conferred by Intrauma.

117. The circumstances are such that it would be inequitable for VOI to retain the benefit of the discounts provided to its partial owner Dr. Beale without paying the fair value of it due to the infringement complained of herein.

**COUNT IX**  
**DR. BEALE'S UNJUST ENRICHMENT**

118. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

119. Intrauma conferred a benefit to Dr. Beale in the form of discounts provided on purchases of products.

120. On information and belief, Dr. Beale was working with VOI to develop the infringing plates complained of herein during his relationship with Intrauma using the discounted Fixin products.

121. Dr. Beale, as partial owner of VOI, knew that the Fixin products for which he was receiving a discount were patented.

122. Intrauma would not have conferred the benefit provided to Dr. Beale if it had known of Dr. Beale's ownership stake in VOI.

123. Dr. Beale and VOI have retained the benefit conferred by Intrauma.

124. The circumstances are such that it would be inequitable for Dr. Beale to retain the benefit of the discounts without paying the fair value of it due to the infringement complained of herein.

**COUNT X**  
**DR. BEALE'S FRAUD**

125. Plaintiff hereby re-alleges and incorporates by reference the allegations set forth in Paragraphs 1-48 above.

126. Dr. Beale made at least one false representation to Intrauma after 2015 that he would only instruct veterinarians about the Fixin system in return for a discount on Fixin products for his own practice.

127. On information and belief, Dr. Beale, acting as partial owner of VOI, instead gave the Fixin products to VOI engineers to reverse engineer.

128. On information and belief, Dr. Beale made the representation(s) to Intrauma with the intention of inducing Intrauma to continue to provide him with a discount on Fixin products.

129. Intrauma would not have provided the discounts to Dr. Beale had it known of his relationship with a competitor resulting in a windfall to VOI and damage to Intrauma.

### **PRAYER FOR RELIEF**

WHEREFORE, Intrauma requests that this Court:

1. Adjudge that VOI has directly infringed, literally or under the doctrine of equivalents, at least Claim 1 of the '567 Patent, and that the manufacture, use, sale, offer for sale, and/or importation of at least the Accused Products infringe at least Claim 1 of the '567 Patent;

2. Adjudge that VOI and Dr. Beale have induced and contributed to direct infringement of at least Claim 1 of the '567 Patent;

3. Award Intrauma compensatory damages for VOI's infringement of the '567 Patent, including lost profits;

4. Award Intrauma increased damages under 35 U.S.C. § 285 for VOI's, willful and deliberate infringement of the '567 Patent;

5. Adjudge that Intrauma is the exclusive owner of the asserted trademark FIXIN and that the trademark is valid;

6. Adjudge that VOI has infringed Intrauma's asserted FIXIN trademark under common law;

7. Adjudge that VOI has violated 15 U.S.C. § 1125(a);

8. Adjudge that VOI has violated 15 U.S.C. § 1125(c);

9. Adjudge that VOI has engaged in common law unfair competition;

10. Adjudge that VOI has violated Fla. Stat. § 501.204, *et seq.*;

11. Adjudge that VOI was unjustly enriched by the actions of Dr. Beale;

12. Adjudge that Dr. Beale was unjustly enriched by his improper actions;

13. Enjoin VOI's further depiction of the FIXIN name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark;

14. Order VOI to deliver to Intrauma for destruction all advertisements, materials, and products that include VOI's depiction of the FIXIN name or use of the "F-code" product numbering scheme in connection with the products associated with the asserted trademark;

15. Award Intrauma any profits obtained by VOI associated with the acts described herein;

16. Award Intrauma damages caused by VOI and Dr. Beale's acts described herein;

17. Award Intrauma treble damages pursuant to 15 U.S.C. § 1117;

18. Award Intrauma its attorney fees and costs pursuant to 35 U.S.C. § 285, 15 U.S.C. § 1117, and/or Fla. Stat. § 501.2105, together with pre-judgment and post-judgment interest; and

19. Grant Intrauma such other and further relief as this Court deems just and proper.

### **JURY DEMAND**

Intrauma respectfully requests a trial by jury of all issues so triable.

Dated this 12th day of November, 2024.

BEDELL, DITTMAR, DeVAULT, PILLANS & COXE  
Professional Association

By: s/R. Troy Smith

R. Troy Smith  
Florida Bar No. 485519  
Email: rts@bedellfirm.com  
The Bedell Building  
101 East Adams Street  
Jacksonville, Florida 32202  
Telephone: (904) 353-0211  
Facsimile: (904) 353-9307

-and-

CARLSON IP LAW, LLC  
Cole Carlson  
CARLSON IP LAW, LLC  
Florida Bar No. 112863  
Email: cole@carlsoniplaw.com  
503 East Jackson Street, Suite 901  
Tampa, Florida 33602  
Telephone: (813) 445-5175  
Attorneys for Plaintiff Intrauma, S.p.A.