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17 Attorneys for Defendants
18 FISHER & PAYKEL HEALTHCARE LIMITED,
19 FISHER & PAYKEL HEALTHCARE INC.,
20 AND FISHER & PAYKEL HEALTHCARE DISTRIBUTION INC.

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

15 RESMED INC., a Delaware
16 Corporation, RESMED CORP, a
17 Minnesota Corporation, and RESMED
18 LTD, an Australian Corporation,

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Plaintiffs,

v.

15 FISHER & PAYKEL HEALTHCARE
16 LIMITED, a New Zealand Corporation,
17 FISHER & PAYKEL HEALTHCARE
18 INC., a California Corporation, and
19 FISHER & PAYKEL HEALTHCARE
20 DISTRIBUTION INC., a California
21 Corporation,

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1 FISHER & PAYKEL HEALTHCARE
2 INC., a California Corporation, and
3 FISHER & PAYKEL HEALTHCARE
4 DISTRIBUTION INC., a California
5 Corporation,

6 Counterclaimants,

7 v.

8 RESMED INC., a Delaware
9 Corporation, RESMED CORP, a
10 Minnesota Corporation, and RESMED
11 LTD, an Australian Corporation,

12 Counterdefendants.

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1 Fisher & Paykel Healthcare Limited, Fisher & Paykel Healthcare Inc.,
2 and Fisher & Paykel Healthcare Distribution Inc. (collectively “F&P”) hereby
3 respond to and answer the numbered paragraphs of the Complaint filed by
4 Plaintiffs ResMed Inc., ResMed Corp, and ResMet Ltd (collectively
5 “ResMed”):

6 **THE PARTIES**

7 1. On information and belief, F&P admits the allegations in Paragraph
8 1 of the Complaint.

9 2. On information and belief, F&P admits the allegations in Paragraph
10 2 of the Complaint.

11 3. On information and belief, F&P admits the allegations in Paragraph
12 3 of the Complaint.

13 4. F&P lacks knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 4 of the Complaint and, therefore,
15 denies those allegations.

16 5. F&P admits the allegations in Paragraph 5 of the Complaint.

17 6. F&P admits the allegations in Paragraph 6 of the Complaint.

18 7. F&P admits the allegations in Paragraph 7 of the Complaint.

19 8. F&P admits the allegations in Paragraph 8 of the Complaint.

20 9. F&P admits the allegations in Paragraph 9 of the Complaint.

21 10. F&P admits the allegations in Paragraph 10 of the Complaint.

22 11. F&P denies the allegations in Paragraph 11 of the Complaint.

23 12. F&P admits the allegations in Paragraph 12 of the Complaint.

24 **JURISDICTION AND VENUE**

25 13. F&P admits that RedMed’s Complaint purports to allege an action
26 for patent infringement arising under the patent laws of the United States, 35
27 U.S.C. §§ 100, et seq., including, 35 U.S.C. §§ 271 and 281. F&P denies the
28 remaining allegations in Paragraph 13 of the Complaint.

1 14. F&P admits that this Court has subject matter jurisdiction over the
2 causes of action asserted in the Complaint, but denies that there is any factual or
3 legal basis for ResMed's claims.

4 15. F&P admits, solely for purposes of this action, that venue is proper
5 in this district, that Fisher & Paykel Healthcare Limited has sued ResMed Corp
6 in this judicial district in Case No. 3:16-cv-02068-DMS-WVG, and that the
7 prior litigation is currently pending and stayed pending *inter partes* review in
8 the United States Patent & Trademark Office of the patents asserted in the prior
9 litigation. F&P denies the remaining allegations in Paragraph 15 of the
10 Complaint.

11 16. Fisher & Paykel Healthcare Limited, Fisher & Paykel Healthcare,
12 Inc., and Fisher & Paykel Healthcare Distribution Inc. admit they are subject to
13 personal jurisdiction in California for the claims alleged in this action and that
14 Fisher & Paykel Healthcare, Inc. and Fisher & Paykel Healthcare Distribution
15 Inc. are residents of California. F&P denies the remaining allegations in
16 Paragraph 16 of the Complaint.

17 **RESMED'S CLAIMS OF INFRINGEMENT**

18 17. F&P admits that U.S. Patent No. 9,757,533 ("the '533 patent") is
19 entitled "Mask System with Snap-Fit Shroud," and that it was issued on
20 September 12, 2017. F&P lacks knowledge or information sufficient to form a
21 belief as to whether ResMed Ltd is the owner by assignment of all right, title,
22 and interest in and to the '533 Patent, and, therefore, denies that allegation.
23 F&P denies the remaining allegations in Paragraph 17.

24 18. F&P admits that a copy of the '533 patent is attached to the
25 Complaint as Exhibit A. F&P denies the remaining allegations in Paragraph 18
26 of the Complaint.

27 19. F&P lacks knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 19 of the Complaint and, therefore,

1 denies those allegations.

2 20. F&P admits that U.S. Patent No. 9,937,315 (“the ’315 patent”) is
3 entitled “Mask with Removable Headgear Connector,” and that it was issued on
4 April 10, 2018. F&P lacks knowledge or information sufficient to form a belief
5 as to whether ResMed Ltd is the owner by assignment of all right, title, and
6 interest in and to the ’315 Patent, and, therefore, denies that allegation. F&P
7 denies the remaining allegations in Paragraph 20.

8 21. F&P admits that a copy of the ’315 patent is attached to the
9 Complaint as Exhibit B. F&P denies the remaining allegations in Paragraph 21
10 of the Complaint.

11 22. F&P lacks knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 22 of the Complaint and, therefore,
13 denies those allegations.

14 23. F&P admits that U.S. Patent No. 9,950,131 (“the ’131 patent”) is
15 entitled “Mask System with Snap-Fit Shroud,” and that it was issued on April
16 24, 2018. F&P lacks knowledge or information sufficient to form a belief as to
17 whether ResMed Ltd is the owner by assignment of all right, title, and interest in
18 and to the ’131 Patent, and, therefore, denies that allegation. F&P denies the
19 remaining allegations in Paragraph 23.

20 24. F&P admits that a copy of the ’131 patent is attached to the
21 Complaint as Exhibit C. F&P denies the remaining allegations in Paragraph 24
22 of the Complaint.

23 25. F&P lacks knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 25 of the Complaint and, therefore,
25 denies those allegations.

26 26. F&P admits that U.S. Patent No. 9,962,510 (“the ’510 patent”) is
27 entitled “Respiratory Mask Assembly,” and that it was issued on May 8, 2018.
28 F&P lacks knowledge or information sufficient to form a belief as to whether

1 ResMed Ltd is the owner by assignment of all right, title, and interest in and to
2 the '510 Patent, and, therefore, denies that allegation. F&P denies the
3 remaining allegations in Paragraph 26.

4 27. F&P admits that a copy of the '510 patent is attached to the
5 Complaint as Exhibit D. F&P denies the remaining allegations in Paragraph 27
6 of the Complaint.

7 28. F&P lacks knowledge or information sufficient to form a belief as
8 to the truth of the allegations in Paragraph 28 of the Complaint and, therefore,
9 denies those allegations.

10 29. F&P admits that U.S. Patent No. 9,962,511 (“the '511 patent”) is
11 entitled “Mask System with Snap-Fit Shroud,” and that it was issued on May 8,
12 2018. F&P lacks knowledge or information sufficient to form a belief as to
13 whether ResMed Ltd is the owner by assignment of all right, title, and interest in
14 and to the '511 Patent, and, therefore, denies that allegation. F&P denies the
15 remaining allegations in Paragraph 29.

16 30. F&P admits that a copy of the '511 patent is attached to the
17 Complaint as Exhibit E. F&P denies the remaining allegations in Paragraph 30
18 of the Complaint.

19 31. F&P lacks knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 31 of the Complaint and, therefore,
21 denies those allegations.

22 32. F&P lacks knowledge or information sufficient to form a belief as
23 to the truth of the allegations in Paragraph 32 of the Complaint and, therefore,
24 denies those allegations.

25 33. F&P lacks knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 33 of the Complaint and, therefore,
27 denies those allegations.

28 34. F&P lacks knowledge or information sufficient to form a belief as

1 to the truth of the allegations in Paragraph 34 of the Complaint and, therefore,
2 denies those allegations.

3 35. F&P lacks knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 35 of the Complaint and, therefore,
5 denies those allegations.

6 36. F&P lacks knowledge or information sufficient to form a belief as
7 to the truth of the allegations in Paragraph 36 of the Complaint and, therefore,
8 denies those allegations.

9 37. F&P lacks knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 37 of the Complaint and, therefore,
11 denies those allegations.

12 38. F&P lacks knowledge or information sufficient to form a belief as
13 to the truth of the allegations in Paragraph 38 of the Complaint and, therefore,
14 denies those allegations.

15 39. F&P lacks knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 39 of the Complaint and, therefore,
17 denies those allegations.

18 40. F&P lacks knowledge or information sufficient to form a belief as
19 to the truth of the allegations in Paragraph 40 of the Complaint and, therefore,
20 denies those allegations.

21 41. F&P lacks knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 41 of the Complaint and, therefore,
23 denies those allegations.

24 42. Fisher & Paykel Healthcare Limited admits that it is in the business
25 of manufacturing and packaging a variety of sleep-disordered breathing
26 treatment systems and components thereof, including Eson™ products, Eson™
27 2 products, and Simplus™ products. Fisher & Paykel Healthcare, Inc. admits
28 that it is in the business of importing, selling, offering to sell, and distributing a

1 variety of sleep-disordered breathing treatment systems and components thereof,
2 including Eson™ products, Eson™ 2 products, and Simplus™ products. F&P
3 admits the referenced products are components of a CPAP system. F&P denies
4 the remaining allegations in Paragraph 42 of the Complaint.

5 43. Fisher & Paykel Healthcare, Inc. admits that it shipped Eson™
6 products, Eson™ 2 products, and Simplus™ products into this judicial district.
7 F&P denies the remaining allegations in Paragraph 43 of the Complaint.

8 44. Fisher & Paykel Healthcare Limited admits it manufactures durable
9 medical equipment, including systems and components thereof for the treatment
10 of sleep-disordered breathing, such as obstructive sleep apnea. Fisher & Paykel
11 Healthcare, Inc. admits that it distributes durable medical equipment, including
12 systems and components thereof for the treatment of sleep-disordered breathing,
13 such as obstructive sleep apnea. F&P denies the remaining allegations in
14 Paragraph 44 of the Complaint.

15 45. Fisher & Paykel Healthcare, Inc. admits it distributes sleep-
16 disordered breathing treatment systems and products to customers located in the
17 United States, including this judicial district. F&P denies the remaining
18 allegations in Paragraph 45 of the Complaint.

19 46. F&P denies the allegations in Paragraph 46 of the Complaint.

20 47. F&P admits that the Accused Products and components thereof are
21 manufactured, assembled, packaged, and/or tested outside of the United States.
22 Fisher & Paykel Healthcare, Inc. admits that it imports and sells Simplus™
23 products, Eson™ products, Eson™ 2 products, and components thereof in the
24 United States. F&P denies the remaining allegations in Paragraph 47 of the
25 Complaint.

26 48. Fisher & Paykel Healthcare, Inc. admits that it has transacted and
27 continues to transact business and performs work and services in this judicial
28 district, and has supplied and continues to supply services and things in this

1 judicial district. F&P denies the remaining allegations in Paragraph 48 of the
2 Complaint.

3 49. Fisher & Paykel Healthcare, Inc. admits that it has imported,
4 offered for sale, sold, and distributed Eson™ products, Eson™ 2 products, and
5 Simplus™ products in the United States, including within the district. F&P
6 denies the remaining allegations in Paragraph 49 of the Complaint.

7 50. Fisher & Paykel Healthcare, Inc. and Fisher & Paykel Healthcare
8 Limited admit they market the Simplus™ system, which system has structure,
9 operation and use. Fisher & Paykel Healthcare Limited admits it provides
10 marketing materials, videos, catalogues, specification sheets, user instructions,
11 and guides on a website. F&P denies the remaining allegations in Paragraph 50
12 of the Complaint.

13 51. F&P admits that the image included in Paragraph 51 is found on
14 www.fphcare.com. Fisher & Paykel Healthcare, Inc. and Fisher & Paykel
15 Healthcare Limited admit they market the Simplus™ system for sleep apnea.
16 F&P denies the remaining allegations in Paragraph 51 of the Complaint.

17 52. F&P admits that the image included in Paragraph 52 is found on
18 www.fphcare.com. F&P admits that www.fphcare.com states that the
19 Simplus™ System includes elements referred to as the RollFit Seal, ErgoForm
20 Headgear, and Easy Frame. F&P denies the remaining allegations in Paragraph
21 52 of the Complaint.

22 53. F&P admits that the image included in Paragraph 53 is found on
23 www.fphcare.com. F&P admits that www.fphcare.com states that the
24 Simplus™ system has structures referred to as the RollFit Seal, ErgoForm
25 Headgear, and Easy Frame. F&P denies the remaining allegations in Paragraph
26 53 of the Complaint.

27 54. F&P admits that the image included in Paragraph 54 is found on
28 www.fphcare.com. F&P admits that www.fphcare.com states that the

1 Simplus™ System includes an element referred to as a RollFit Seal. F&P
2 denies the remaining allegations in Paragraph 54 of the Complaint.

3 55. F&P admits that the image included in Paragraph 55 is found on
4 www.fphcare.com. F&P admits that www.fphcare.com states that the
5 Simplus™ System includes an element referred to as ErgoForm Headgear. F&P
6 denies the remaining allegations in Paragraph 55 of the Complaint.

7 56. F&P admits that the image included in Paragraph 56 is found on
8 www.fphcare.com. F&P admits that www.fphcare.com states that the
9 Simplus™ System includes an element referred to as an Easy Frame. F&P
10 denies the remaining allegations in Paragraph 56 of the Complaint.

11 57. F&P admits that the image included in Paragraph 57 is found on
12 www.fphcare.com. F&P denies the remaining allegations in Paragraph 57 of
13 the Complaint.

14 58. F&P admits that the image included in Paragraph 58 is found on
15 www.fphcare.com. F&P denies the remaining allegations in Paragraph 58 of
16 the Complaint.

17 59. F&P admits that the image included in Paragraph 59 is found on
18 www.fphcare.com. F&P denies the remaining allegations in Paragraph 59 of
19 the Complaint.

20 60. Fisher & Paykel Healthcare Limited and Fisher & Paykel
21 Healthcare, Inc. admit that they market the Eson™ System, which system has
22 structure, operation and use. Fisher & Paykel Healthcare Limited admits it
23 provides marketing materials, videos, catalogues, specification sheets, user
24 instructions, and guides on a website. F&P denies the remaining allegations in
25 Paragraph 60 of the Complaint.

26 61. F&P admits that the image included in Paragraph 61 is found on
27 www.fphcare.com. F&P admits that the website describes the Eson™ system as
28 a nasal mask for sleep apnea. F&P denies the remaining allegations in

1 Paragraph 61 of the Complaint.

2 62. F&P admits that the image included in Paragraph 62 is found on
3 www.fphcare.com. F&P admits that www.fphcare.com states that the Eson™
4 System includes elements referred to as a RollFit Seal, ErgoFit Headgear, and
5 Easy Frame. F&P denies the remaining allegations in Paragraph 62 of the
6 Complaint.

7 63. F&P admits that www.fphcare.com states that the Eson™ System
8 includes a RollFit Seal. F&P denies the remaining allegations in Paragraph 63
9 of the Complaint

10 64. F&P admits that www.fphcare.com states that the Eson™ System
11 includes an element referred to as ErgoFit Headgear. F&P denies the remaining
12 allegations in Paragraph 64 of the Complaint.

13 65. F&P admits that www.fphcare.com states that the Eson™ System
14 includes an element referred to as an Easy Frame. F&P denies the remaining
15 allegations in Paragraph 65 of the Complaint.

16 66. F&P admits that the image included in Paragraph 66 is found on
17 www.fphcare.com. F&P denies the remaining allegations in Paragraph 66 of
18 the Complaint.

19 67. F&P admits that the image included in Paragraph 67 is found on
20 www.fphcare.com. F&P admits that www.fphcare.com describes how to fit an
21 Eson™ mask. F&P denies the remaining allegations in Paragraph 67 of the
22 Complaint.

23 68. F&P admits that the image included in Paragraph 68 is found on
24 www.fphcare.com. F&P admits that www.fphcare.com describes how to
25 assemble/disassemble an Eson™ system. F&P denies the remaining allegations
26 in Paragraph 68 of the Complaint.

27 69. Fisher & Paykel Healthcare, Inc. and Fisher & Paykel Healthcare
28 Limited admit they market the Eson™ 2 system, which system has structure,

1 operation and use. Fisher & Paykel Healthcare Limited admits it provides
2 marketing materials, videos, catalogues, specification sheets, user instructions,
3 and guides on a website. F&P denies the remaining allegations in Paragraph 69
4 of the Complaint.

5 70. F&P admits that the image included in Paragraph 70 is found on
6 www.fphcare.com. F&P admits that www.fphcare.com states that the Eson™ 2
7 system includes “key features and benefits” and includes elements referred to as
8 Intuitive Headgear, RollFit Seal, and Easy Frame. F&P denies the remaining
9 allegations in Paragraph 70 of the Complaint

10 71. F&P admits that the image included in Paragraph 71 is included in
11 materials that accompany the Eson™ 2 system. F&P admits that the materials
12 state that the Eson™ 2 system include the parts shown. F&P denies the
13 remaining allegations in Paragraph 71 of the Complaint

14 72. F&P admits that the image included in Paragraph 72 is included in
15 materials that accompany the Eson™ 2 system. F&P admits that the materials
16 describe how to fit the Eson™ 2 system. F&P denies the remaining allegations
17 in Paragraph 72 of the Complaint.

18 73. F&P admits that the image included in Paragraph 73 is included in
19 materials that accompany the Eson™ 2 system. F&P admits that the materials
20 describe how to assemble/disassemble the Eson™ 2 system. F&P denies the
21 remaining allegations in Paragraph 73 of the Complaint.

22 74. F&P denies the allegations in Paragraph 74 of the Complaint.

23 75. F&P denies the allegations in Paragraph 75 of the Complaint.

24 **FIRST CLAIM FOR RELIEF**

25 76. In response to Paragraph 76 of the Complaint, F&P reasserts and
26 realleges its responses to the allegations in Paragraphs 1-75 of the Complaint,
27 above, and incorporates them herein by reference.

28 77. F&P denies the allegations in Paragraph 77 of the Complaint.

1 78. F&P denies the allegations in Paragraph 78 of the Complaint.

2 79. F&P admits that Exhibit F appears to contain claim language from
3 the '533 patent. F&P denies the remaining allegations in Paragraph 79 of the
4 Complaint.

5 80. F&P admits that Exhibit G appears to contain claim language from
6 the '533 patent. F&P denies the remaining allegations in Paragraph 80 of the
7 Complaint.

8 81. F&P admits that Exhibit H appears to contain claim language from
9 the '533 patent. F&P denies the remaining allegations in Paragraph 81 of the
10 Complaint.

11 82. F&P lacks knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 82 of the Complaint and, therefore,
13 denies those allegations.

14 83. F&P lacks knowledge or information sufficient to form a belief as
15 to the truth of the allegations in Paragraph 83 of the Complaint and, therefore,
16 denies those allegations.

17 84. F&P admits that it was aware of the '533 patent at least as early as
18 the service date of the Complaint. F&P denies the remaining allegations in
19 Paragraph 84 of the Complaint.

20 85. F&P admits that www.fphcare.com contains information about the
21 Eson™ products, Eson™ 2 products, and Simplus™ products for use within the
22 United States. F&P denies the remaining allegations in Paragraph 85 of the
23 Counterclaim.

24 86. F&P Healthcare, Inc. admits it sells Eson™ products, Eson™ 2
25 products, Simplus™ products, and components thereof within the United States.
26 F&P Healthcare, Inc. admits it imports Eson™ products, Eson™ 2 products,
27 Simplus™ products, and components thereof into the United States. F&P
28 denies the remaining allegations in Paragraph 86 of the Counterclaim.

- 1 87. F&P denies the allegations in Paragraph 87 of the Complaint.
2 88. F&P denies the allegations in Paragraph 88 of the Complaint.
3 89. F&P denies the allegations in Paragraph 89 of the Complaint.
4 90. F&P denies the allegations in Paragraph 90 of the Complaint.
5 91. F&P denies the allegations in Paragraph 91 of the Complaint.

6 **SECOND CLAIM FOR RELIEF**

7 92. In response to Paragraph 92 of the Complaint, F&P reasserts and
8 realleges its responses to the allegations in Paragraphs 1-91 of the Complaint,
9 above, and incorporates them herein by reference.

10 93. F&P denies the allegations in Paragraph 93 of the Complaint.

11 94. F&P denies the allegations in Paragraph 94 of the Complaint.

12 95. F&P admits that Exhibit I appears to contain claim language from
13 the '315 patent. F&P denies the remaining allegations in Paragraph 95 of the
14 Complaint.

15 96. F&P admits that Exhibit J appears to contain claim language from
16 the '315 patent. F&P denies the remaining allegations in Paragraph 96 of the
17 Complaint.

18 97. F&P admits that Exhibit K appears to contain claim language from
19 the '315 patent. F&P denies the remaining allegations in Paragraph 97 of the
20 Complaint.

21 98. F&P lacks knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 98 of the Complaint and, therefore,
23 denies those allegations.

24 99. F&P lacks knowledge or information sufficient to form a belief as
25 to the truth of the allegations in Paragraph 99 of the Complaint and, therefore,
26 denies those allegations.

27 100. F&P admits that it was aware of the '315 patent at least as early as
28 the service date of the Complaint. F&P denies the remaining allegations in

1 Paragraph 100 of the Complaint.

2 101. F&P admits that www.fphcare.com contains information about the
3 Eson™ products, Eson™ 2 products, and Simplus™ products for use within the
4 United States. F&P denies the remaining allegations in Paragraph 101 of the
5 Complaint.

6 102. F&P Healthcare, Inc. admits it sells Eson™ products, Eson™ 2
7 products, Simplus™ products, and components thereof within the United States.
8 F&P Healthcare, Inc. admits it imports Eson™ products, Eson™ 2 products,
9 Simplus™ products, and components thereof into the United States. F&P
10 denies the remaining allegations in Paragraph 102 of the Complaint.

11 103. F&P denies the allegations in Paragraph 103 of the Complaint.

12 104. F&P denies the allegations in Paragraph 104 of the Complaint.

13 105. F&P denies the allegations in Paragraph 105 of the Complaint.

14 106. F&P denies the allegations in Paragraph 106 of the Complaint.

15 107. F&P denies the allegations in Paragraph 107 of the Complaint.

16 **THIRD CLAIM FOR RELIEF**

17 108. In response to Paragraph 108 of the Complaint, F&P reasserts and
18 realleges its responses to the allegations in Paragraphs 1-107 of the Complaint,
19 above, and incorporates them herein by reference.

20 109. F&P denies the allegations in Paragraph 109 of the Complaint.

21 110. F&P denies the allegations in Paragraph 110 of the Complaint.

22 111. F&P admits that Exhibit L appears to contain claim language from
23 the '131 patent. F&P denies the remaining allegations in Paragraph 111 of the
24 Complaint.

25 112. F&P admits that Exhibit M appears to contain claim language from
26 the '131 patent. F&P denies the remaining allegations in Paragraph 112 of the
27 Complaint.

28 113. F&P admits that Exhibit N appears to contain claim language from

1 the '131 patent. F&P denies the remaining allegations in Paragraph 113 of the
2 Complaint.

3 114. F&P lacks knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 114 of the Complaint and, therefore,
5 denies those allegations.

6 115. F&P lacks knowledge or information sufficient to form a belief as
7 to the truth of the allegations in Paragraph 115 of the Complaint and, therefore,
8 denies those allegations.

9 116. F&P admits that it was aware of the '131 patent at least as early as
10 the service date of the Complaint. F&P denies the remaining allegations in
11 Paragraph 116 of the Complaint.

12 117. F&P admits that www.fphcare.com contains information about the
13 Eson™ products, Eson™ 2 products, and Simplus™ products for use within the
14 United States. F&P denies the remaining allegations in Paragraph 117 of the
15 Complaint.

16 118. F&P Healthcare, Inc. admits it sells Eson™ products, Eson™ 2
17 products, Simplus™ products, and components thereof within the United States.
18 F&P Healthcare, Inc. admits it imports Eson™ products, Eson™ 2 products,
19 Simplus™ products, and components thereof into the United States. F&P
20 denies the remaining allegations in Paragraph 118 of the Complaint.

21 119. F&P denies the allegations in Paragraph 119 of the Complaint.

22 120. F&P denies the allegations in Paragraph 120 of the Complaint.

23 121. F&P denies the allegations in Paragraph 121 of the Complaint.

24 122. F&P denies the allegations in Paragraph 122 of the Complaint.

25 123. F&P denies the allegations in Paragraph 123 of the Complaint.

26 **FOURTH CLAIM FOR RELIEF**

27 124. In response to Paragraph 124 of the Complaint, F&P reasserts and
28 realleges its responses to the allegations in Paragraphs 1-123 of the Complaint,

1 above, and incorporates them herein by reference.

2 125. F&P denies the allegations in Paragraph 125 of the Complaint.

3 126. F&P denies the allegations in Paragraph 126 of the Complaint.

4 127. F&P admits that Exhibit O appears to contain claim language from
5 the '510 patent. F&P denies the remaining allegations in Paragraph 127 of the
6 Complaint.

7 128. F&P lacks knowledge or information sufficient to form a belief as
8 to the truth of the allegations in Paragraph 128 of the Complaint and, therefore,
9 denies those allegations.

10 129. F&P lacks knowledge or information sufficient to form a belief as
11 to the truth of the allegations in Paragraph 129 of the Complaint and, therefore,
12 denies those allegations.

13 130. F&P admits that it was aware of the '510 patent at least as early as
14 the service date of the Complaint. F&P denies the remaining allegations in
15 Paragraph 130 of the Complaint.

16 131. F&P admits that www.fphcare.com contains information about the
17 Eson™ products, Eson™ 2 products, and Simplus™ products for use within the
18 United States. F&P denies the remaining allegations in Paragraph 131 of the
19 Complaint.

20 132. F&P Healthcare, Inc. admits it sells Eson™ products, Eson™ 2
21 products, Simplus™ products, and components thereof within the United States.
22 F&P Healthcare, Inc. admits it imports Eson™ products, Eson™ 2 products,
23 Simplus™ products, and components thereof into the United States. F&P
24 denies the remaining allegations in Paragraph 132 of the Complaint.

25 133. F&P denies the allegations in Paragraph 133 of the Complaint.

26 134. F&P denies the allegations in Paragraph 134 of the Complaint.

27 135. F&P denies the allegations in Paragraph 135 of the Complaint.

28 136. F&P denies the allegations in Paragraph 136 of the Complaint.

1 137. F&P denies the allegations in Paragraph 137 of the Complaint.

2 **FIFTH CLAIM FOR RELIEF**

3 138. In response to Paragraph 138 of the Complaint, F&P reasserts and
4 realleges its responses to the allegations in Paragraphs 1-137 of the Complaint,
5 above, and incorporates them herein by reference.

6 139. F&P denies the allegations in Paragraph 139 of the Complaint.

7 140. F&P denies the allegations in Paragraph 140 of the Complaint.

8 141. F&P admits that Exhibit P appears to contain claim language from
9 the '511 patent. F&P denies the remaining allegations in Paragraph 141 of the
10 Complaint.

11 142. F&P admits that Exhibit Q appears to contain claim language from
12 the '511 patent. F&P denies the remaining allegations in Paragraph 142 of the
13 Complaint.

14 143. F&P admits that Exhibit R appears to contain claim language from
15 the '511 patent. F&P denies the remaining allegations in Paragraph 143 of the
16 Complaint.

17 144. F&P lacks knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 144 of the Complaint and, therefore,
19 denies those allegations.

20 145. F&P lacks knowledge or information sufficient to form a belief as
21 to the truth of the allegations in Paragraph 145 of the Complaint and, therefore,
22 denies those allegations.

23 146. F&P admits that it was aware of the '511 patent at least as early as
24 the service date of the Complaint. F&P denies the remaining allegations in
25 Paragraph 146 of the Complaint.

26 147. F&P admits that www.fphcare.com contains information about the
27 Eson™ products, Eson™ 2 products, and Simplus™ products for use within the
28 United States. F&P denies the remaining allegations in Paragraph 147 of the

1 Complaint.

2 148. F&P Healthcare, Inc. admits it sells Eson™ products, Eson™ 2
3 products, Simplus™ products, and components thereof within the United States.
4 F&P Healthcare, Inc. admits it imports Eson™ products, Eson™ 2 products,
5 Simplus™ products, and components thereof into the United States. F&P
6 denies the remaining allegations in Paragraph 148 of the Complaint.

7 149. F&P denies the allegations in Paragraph 149 of the Complaint.

8 150. F&P denies the allegations in Paragraph 150 of the Complaint.

9 151. F&P denies the allegations in Paragraph 151 of the Complaint.

10 152. F&P denies the allegations in Paragraph 152 of the Complaint.

11 153. F&P denies the allegations in Paragraph 153 of the Complaint.

12 **AFFIRMATIVE DEFENSES**

13 F&P asserts the following Affirmative Defenses, without assuming the
14 burden of proof for any defense. Headings are included for convenience only
15 and do not limit F&P's defenses.

16 **FIRST AFFIRMATIVE DEFENSE**

17 **(Noninfringement)**

18 154. F&P has not infringed and does not infringe, directly or indirectly,
19 any valid claim of the '533, '315, '131, '510, and '511 Patents (collectively the
20 "Complaint Patents"), either literally or under the doctrine of equivalents.

21 **SECOND AFFIRMATIVE DEFENSE**

22 **(Invalidity)**

23 155. One or more claims of the Complaint Patents are invalid for failure
24 to meet the conditions of patentability under Title 35 of the United States Code,
25 including those set forth in at least 35 U.S.C. §§ 102, 103, and 112.

26 **THIRD AFFIRMATIVE DEFENSE**

27 **(Failure to State a Claim)**

28 156. ResMed's Claims and each Count therein fails to state a claim upon

1 which relief can be granted.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(Prosecution History Estoppel and/or Prosecution Disclaimer)**

4 157. ResMed’s claims are barred in whole or in part by the doctrines of
5 prosecution history estoppel and/or prosecution disclaimer because of
6 admissions, amendments, arguments, and statements made to the United States
7 Patent and Trademark Office during the prosecution of the applications leading
8 to, or related to, the issuance of the Complaint Patents.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 **(Lack of Standing)**

11 158. On information and belief, one or more Plaintiffs lack standing to
12 assert the claims alleged herein.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 **(Ownership)**

15 159. ResMed’s claims are barred, in whole or in part, because one or
16 more Plaintiffs do not own one or more of the patents they have asserted in their
17 Complaint.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 **(Failure to Mark)**

20 160. ResMed’s claims are barred, in whole or in part, under 35 U.S.C.
21 § 287.

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1 **COUNTERCLAIMS**

2 Fisher & Paykel Healthcare Limited, Fisher & Paykel Healthcare Inc.,
3 and Fisher & Paykel Healthcare Distribution Inc. (collectively “F&P”) hereby
4 complain of ResMed Inc., ResMed Corp, and ResMed Ltd (collectively
5 “ResMed”) and allege as follows.

6 **THE PARTIES**

7 1. Fisher & Paykel Healthcare Limited is a New Zealand corporation
8 having a principal place of business at 15 Maurice Paykel Place, East Tamaki,
9 Auckland 2013, PO Box 14 348, Panmure, Auckland, New Zealand.

10 2. Fisher & Paykel Healthcare, Inc. is a California corporation having
11 a principal place of business in Irvine, CA.

12 3. Fisher & Paykel Healthcare Distribution Inc. is a California
13 corporation having a principal place of business in Irvine, CA.

14 4. Upon information and belief, ResMed Inc. is a corporation
15 organized under the laws of the state of Delaware with its principal place of
16 business in this district at 9001 Spectrum Center Boulevard, San Diego,
17 California.

18 5. Upon information and belief ResMed Corp is a corporation
19 organized under the laws of the state of Minnesota with its principal place of
20 business in this district at 9001 Spectrum Center Boulevard, San Diego,
21 California.

22 6. Upon information and belief ResMed Ltd is a corporation
23 organized under the laws of Australia, having its principal place of business at 1
24 Elizabeth Macarthur Drive, Bella Vista, New South Wale, Australia.

25 **JURISDICTION AND VENUE**

26 7. F&P repeats, realleges, and incorporates by reference the
27 allegations set forth in Paragraphs 1-6 of these Counterclaims.

28 8. These counterclaims arise under the patent laws of the United

1 States, 35 U.S.C. §§ 100, et seq., and the Declaratory Judgment Act, 28 U.S.C.
2 §§ 2201 and 2202.

3 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
4 §§ 1331, 1338(a) and 2201.

5 10. Venue is proper in this Judicial District pursuant to 28 U.S.C.
6 §§ 1391(b), (c), and 1400(b) because, among other reasons, ResMed sued F&P
7 in this judicial district.

8 11. ResMed is subject to personal jurisdiction in this district because,
9 among other reasons, ResMed sued F&P in this judicial district.

10 **THE PATENT-IN-SUIT**

11 12. Fisher & Paykel Healthcare Limited is the owner by assignment of
12 U.S. Patent 10,058,673 entitled “Humidification Chamber for a Respiratory
13 Assistance Apparatus” (“the ’673 patent”), which the United States Patent and
14 Trademark Office lawfully and duly issued on Aug. 28, 2018. A true and
15 correct copy of the ’673 patent is attached hereto as Exhibit 1.

16 **THE DEFENDANTS’ ACTIVITIES**

17 13. Upon information and belief, ResMed has made, used, offered to
18 sell, and/or sold within the United States, and/or has imported into the United
19 States, products including at least Continuous Positive Airway Pressure
20 (“CPAP”) machines such as ResMed’s AirSense 10 Series, including, without
21 limitation, ResMed AirSense 10 AutoSet, AirSense 10 AutoSet for Her,
22 AirSense 10 CPAP, and AirSense 10 Elite and components of those machines
23 (collectively, “AirSense 10 System”).

24 **FIRST COUNTERCLAIM – DECLARATORY JUDGMENT OF**

25 **PATENT INVALIDITY AND NON-INFRINGEMENT**

26 **(U.S. PATENT NO. 9,757,533)**

27 14. F&P repeats, realleges, and incorporates by reference the
28 allegations set forth in Paragraphs 1-13 of these Counterclaims.

1 15. United States Patent No. 9,757,533 is entitled “Mask System with
2 Snap-Fit Shroud.”

3 16. There is an actual, substantial, and continuing case or controversy
4 between F&P and ResMed regarding the non-infringement of the claims of the
5 ’533 Patent.

6 17. ResMed has alleged that F&P directly infringed, contributed to
7 infringement of, and induced infringement of the ’533 Patent.

8 18. F&P has not infringed, does not infringe, and will not infringe,
9 either directly or indirectly through contributory or induced infringement, any
10 valid claim of the ’533 Patent, either literally or under the doctrine of
11 equivalents.

12 19. The claims of the ’533 Patent are invalid for failure to satisfy one
13 or more of the conditions for patentability in Title 35 of the United States Code,
14 including 35 U.S.C. §§ 101, 102, 103, and 112, as well as other judicially
15 created bases for invalidation.

16 20. F&P is entitled to a declaration that it has not infringed, does not
17 infringe, and will not infringe, either directly or indirectly through contributory
18 or induced infringement, any valid claim of the ’533 Patent, either literally or
19 under the doctrine of equivalents.

20 21. F&P is entitled to a judicial declaration that the claims of the ’533
21 Patent are invalid.

22 **SECOND COUNTERCLAIM – DECLARATORY JUDGMENT OF**
23 **PATENT INVALIDITY AND NON-INFRINGEMENT (U.S. PATENT**
24 **NO. 9,937,315)**

25 22. F&P repeats, realleges, and incorporates by reference the
26 allegations set forth in Paragraphs 1-21 of these Counterclaims.

27 23. United States Patent No. 9,937,315 is entitled “Mask with
28 Removable Headgear Connector.”

1 24. There is an actual, substantial, and continuing case or controversy
2 between F&P and ResMed regarding the non-infringement of the claims of the
3 '315 Patent.

4 25. ResMed has alleged that F&P directly infringed, contributed to
5 infringement of, and induced infringement of the '315 Patent.

6 26. F&P has not infringed, does not infringe, and will not infringe,
7 either directly or indirectly through contributory or induced infringement, any
8 valid claim of the '315 Patent, either literally or under the doctrine of
9 equivalents.

10 27. The claims of the '315 Patent are invalid for failure to satisfy one
11 or more of the conditions for patentability in Title 35 of the United States Code,
12 including 35 U.S.C. §§ 101, 102, 103, and 112, as well as other judicially
13 created bases for invalidation.

14 28. F&P is entitled to a declaration that it has not infringed, does not
15 infringe, and will not infringe, either directly or indirectly through contributory
16 or induced infringement, any valid claim of the '315 Patent, either literally or
17 under the doctrine of equivalents.

18 29. F&P is entitled to a judicial declaration that the claims of the '315
19 Patent are invalid.

20 **THIRD COUNTERCLAIM – DECLARATORY JUDGMENT OF**
21 **PATENT INVALIDITY AND NON-INFRINGEMENT (U.S. PATENT**
22 **NO. 9,950,131)**

23 30. F&P repeats, realleges, and incorporates by reference the
24 allegations set forth in Paragraphs 1-29 of these Counterclaims.

25 31. United States Patent No. 9,950,131 is entitled “Mask System with
26 Snap-Fit Shroud.”

27 32. There is an actual, substantial, and continuing case or controversy
28 between F&P and ResMed regarding the non-infringement of the claims of the

1 '131 Patent.

2 33. ResMed has alleged that F&P directly infringed, contributed to
3 infringement of, and induced infringement of the '131 Patent.

4 34. F&P has not infringed, does not infringe, and will not infringe,
5 either directly or indirectly through contributory or induced infringement, any
6 valid claim of the '131 Patent, either literally or under the doctrine of
7 equivalents.

8 35. The claims of the '131 Patent are invalid for failure to satisfy one
9 or more of the conditions for patentability in Title 35 of the United States Code,
10 including 35 U.S.C. §§ 101, 102, 103, and 112, as well as other judicially
11 created bases for invalidation.

12 36. F&P is entitled to a declaration that it has not infringed, does not
13 infringe, and will not infringe, either directly or indirectly through contributory
14 or induced infringement, any valid claim of the '131 Patent, either literally or
15 under the doctrine of equivalents.

16 37. F&P is entitled to a judicial declaration that the claims of the '131
17 Patent are invalid.

18 **FOURTH COUNTERCLAIM – DECLARATORY JUDGMENT OF**
19 **PATENT INVALIDITY AND NON-INFRINGEMENT (U.S. PATENT**
20 **NO. 9,962,510)**

21 38. F&P repeats, realleges, and incorporates by reference the
22 allegations set forth in Paragraphs 1-37 of these Counterclaims.

23 39. United States Patent No. 9,962,510 is entitled “Respiratory Mask
24 Assembly.”

25 40. There is an actual, substantial, and continuing case or controversy
26 between F&P and ResMed regarding the non-infringement of the claims of the
27 '510 Patent.

28 41. ResMed has alleged that F&P directly infringed, contributed to

1 infringement of, and induced infringement of the '510 Patent.

2 42. F&P has not infringed, does not infringe, and will not infringe,
3 either directly or indirectly through contributory or induced infringement, any
4 valid claim of the '510 Patent, either literally or under the doctrine of
5 equivalents.

6 43. The claims of the '510 Patent are invalid for failure to satisfy one
7 or more of the conditions for patentability in Title 35 of the United States Code,
8 including 35 U.S.C. §§ 101, 102, 103, and 112, as well as other judicially
9 created bases for invalidation.

10 44. F&P is entitled to a declaration that it has not infringed, does not
11 infringe, and will not infringe, either directly or indirectly through contributory
12 or induced infringement, any valid claim of the '510 Patent, either literally or
13 under the doctrine of equivalents.

14 45. F&P is entitled to a judicial declaration that the claims of the '510
15 Patent are invalid.

16 **FIFTH COUNTERCLAIM – DECLARATORY JUDGMENT OF**
17 **PATENT INVALIDITY AND NON-INFRINGEMENT (U.S. PATENT**
18 **NO. 9,962,511)**

19 46. F&P repeats, realleges, and incorporates by reference the
20 allegations set forth in Paragraphs 1-45 of these Counterclaims.

21 47. United States Patent No. 9,962,511 is entitled “Mask System with
22 Snap-Fit Shroud”

23 48. There is an actual, substantial, and continuing case or controversy
24 between F&P and ResMed regarding the non-infringement of the claims of the
25 '511 Patent.

26 49. ResMed has alleged that F&P directly infringed, contributed to
27 infringement of, and induced infringement of the '511 Patent.

28 50. F&P has not infringed, does not infringe, and will not infringe,

1 either directly or indirectly through contributory or induced infringement, any
2 valid claim of the '511 Patent, either literally or under the doctrine of
3 equivalents.

4 51. The claims of the '511 Patent are invalid for failure to satisfy one
5 or more of the conditions for patentability in Title 35 of the United States Code,
6 including 35 U.S.C. §§ 101, 102, 103, and 112, as well as other judicially
7 created bases for invalidation.

8 52. F&P is entitled to a declaration that it has not infringed, does not
9 infringe, and will not infringe, either directly or indirectly through contributory
10 or induced infringement, any valid claim of the '511 Patent, either literally or
11 under the doctrine of equivalents.

12 53. F&P is entitled to a judicial declaration that the claims of the '511
13 Patent are invalid.

14 **SIXTH COUNTERCLAIM – INFRINGEMENT OF U.S. PATENT NO.**

15 **10,058,673**

16 54. Fisher & Paykel Healthcare Limited repeats, realleges, and
17 incorporates by reference the allegations set forth in Paragraphs 1-53 of these
18 Counterclaims.

19 55. Upon information and belief, ResMed products, including at least
20 the AirSense 10 System, infringe at least claims 1 and 18 of the '673 patent
21 under 35 U.S.C. § 271(a), (b), or (c).

22 56. Attached hereto as Exhibit 2 is a non-limiting example
23 demonstrating how the AirSense 10 System meets each and every limitation of
24 at least claims 1 and 18 of the '673 patent.

25 57. ResMed is aware of the '673 patent, at least as of the date of
26 service of these Counterclaims.

27 58. Upon information and belief, ResMed has actively induced others
28 to infringe the '673 patent. ResMed's acts constitute infringement of the '673

1 patent in violation of 35 U.S.C. § 271(b).

2 59. Upon information and belief, ResMed actively induces health-care
3 service providers and users to directly infringe the asserted claims of the '673
4 patent. By way of example only, upon information and belief, ResMed actively
5 induces direct infringement of the '673 patent by providing directions,
6 demonstrations, guides, manuals, training for use, and/or other materials
7 necessary for the use, refurbishing, and/or servicing of the AirSense 10 System.

8 60. Upon information and belief, ResMed knew or should have known
9 that these activities would cause direct infringement.

10 61. Upon information and belief, ResMed's acts constitute contributory
11 infringement of the '673 patent in violation of 35 U.S.C. § 271(c). Upon
12 information and belief, ResMed contributorily infringes because, among other
13 things, ResMed offers to sell and/or sells within the United States, and/or
14 imports into the United States, components of the AirSense 10 System that
15 constitute material parts of the invention of the asserted claims of the '673
16 patent, are not staple articles or commodities of commerce suitable for
17 substantial non-infringing use, and are known by ResMed to be especially made
18 or especially adapted for use in an infringement of the '673 patent.

19 62. Upon further information and belief, such components are used by
20 ResMed in connection with the refurbishing, servicing and/or use of infringing
21 AirSense 10 System in the United States, thereby constituting direct
22 infringement of the asserted claims of the '673 patent.

23 63. Upon information and belief, ResMed's infringement of the '673
24 patent has been, and continues to be, willful, deliberate, and intentional by
25 continuing its acts of infringement after becoming aware of the '673 patent and
26 its infringement thereof, thus acting in reckless disregard of Fisher & Paykel
27 Healthcare Limited's patent rights.

28 64. As a consequence of ResMed's patent infringement of the '673

1 patent, Fisher & Paykel Healthcare Limited has suffered and will continue to
2 suffer irreparable harm and injury, including monetary damages in an amount to
3 be determined at trial.

4 65. Upon information and belief, unless enjoined, ResMed, and/or
5 others acting on behalf of ResMed, will continue their infringing acts, thereby
6 causing additional irreparable injury to Fisher & Paykel Healthcare Limited for
7 which there is no adequate remedy at law.

8 **DEMAND FOR JUDGMENT**

9 WHEREFORE, F&P prays for the following relief:

10 A. That all claims against F&P be dismissed with prejudice and that
11 all relief requested by ResMed be denied;

12 B. That a judgment be entered declaring that F&P has not infringed,
13 does not infringe, does not induce infringement of, and does not contribute to
14 the infringement of any valid claim of U.S. Patent Nos. 9,757,533, 9,937,315,
15 9,950,131, 9,962,510, and 9,962,511;

16 C. That a judgment be entered declaring that the claims of U.S. Patent
17 Nos. 9,757,533, 9,937,315, 9,950,131, 9,962,510, and 9,962,511 are invalid;

18 D. Pursuant to 35 U.S.C. § 271, a determination that ResMed and its
19 officers, agents, servants, employees, attorneys and all others in active concert
20 and/or participation with them have infringed U.S. Patent No. 10,058,673
21 through the manufacture, use, importation, offer for sale, and/or sale of
22 infringing products and/or any of the other acts prohibited by 35 U.S.C. § 271;

23 E. Pursuant to 35 U.S.C. § 283, an injunction enjoining ResMed and
24 its officers, agents, servants, employees, attorneys and all others in active
25 concert and/or participation with them from infringing U.S. Patent No.
26 10,058,673 through the manufacture, use, importation, offer for sale, and/or sale
27 of infringing products and/or any of the other acts prohibited by 35 U.S.C.
28 § 271, including preliminary and permanent injunctive relief;

1 F. Pursuant to 35 U.S.C. § 284, an award compensating F&P for
2 ResMed's infringement of U.S. Patent No. 10,058,673 through payment of not
3 less than a reasonable royalty on ResMed's sales of infringing products;

4 G. Pursuant to 35 U.S.C. § 284, an award increasing damages up to
5 three times the amount found or assessed by the jury for ResMed's infringement
6 of U.S. Patent No. 10,058,673 in view of the willful and deliberate nature of the
7 infringement;

8 H. Pursuant to 35 U.S.C. § 285, a finding that this is an exceptional
9 case, and an award of reasonable attorney's fees and non-taxable costs;

10 I. An assessment of prejudgment and post-judgment interest and
11 costs against ResMed, together with an award of such interest and costs,
12 pursuant to 35 U.S.C. § 284;

13 J. An award of taxable costs; and

14 K. That F&P be granted such other and further relief as the Court
15 deems equitable and just in the circumstances.

16 KNOBBE, MARTENS, OLSON & BEAR, LLP

17
18 Dated: September 26, 2018

By: /s/ Sheila N. Swaroop

19 Stephen C. Jensen
20 Joseph F. Jennings
21 Sheila N. Swaroop
22 Adam B. Powell

23 Attorneys for Defendants
24 Fisher & Paykel Healthcare Limited, Fisher
25 & Paykel Healthcare Inc., and Fisher &
26 Paykel Healthcare Distribution Inc.
27
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Fisher & Paykel Healthcare Limited, Fisher & Paykel Healthcare Inc., and Fisher & Paykel Healthcare Distribution Inc. hereby demand a trial by jury of all issues raised by the pleadings which are triable by jury.

Dated: September 26, 2018

By: /s/ Sheila N. Swaroop
Stephen C. Jensen
Joseph F. Jennings
Sheila N. Swaroop
Adam B. Powell

Attorneys for Defendants
Fisher & Paykel Healthcare Limited, Fisher & Paykel Healthcare Inc., and Fisher & Paykel Healthcare Distribution Inc.

TABLE OF EXHIBITS

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CERTIFICATE OF SERVICE

I certify that on September 26, 2018, the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system, which will send electronic notification of such filing to the CM/ECF participant(s) noted below.

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I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Claire A. Stoneman

29006392