IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(GREENBELT DIVISION)

MURJ, Inc., 3912 Portola Drive, Suite 10 Santa Cruz, CA 95062, Plaintiff, v. RHYTHM MANAGEMENT GROUP, LLC, 6116 Executive Blvd., Suite 670, Rockville, MD, 20852; RHYTHM MANAGEMENT GROUP CORP., 6116 Executive Blvd., Suite 670, Rockville, MD, 20852. Defendants.	)	Civil Action No.:

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Murj, Inc. ("Murj"), by and through its undersigned counsel, brings this action against Rhythm Management Group, LLC and Rhythm Management Group Corp. (together "Rhythm" or "Defendants") and alleges as follows:

THE NATURE OF THE ACTION

1. This is an action for infringement of United States patent number 10,268,989 (the "'989 Patent") under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, and relating to Rhythm's competing cardiac monitoring platform called the Rhythm Synergy software platform (the "Accused Product").

THE PARTIES

2. Murj is a Delaware corporation with its principal place of business located at 3912 Portola Drive, Suite 10, Santa Cruz, California 95062.

3. Rhythm Management Group, LLC, is a District of Columbia limited liability company with its business address located at 6116 Executive Blvd., Suite 670, Rockville, MD, 20852.

4. Rhythm Management Group Corp is a District of Columbia limited liability company with its business address located at 6116 Executive Blvd., Suite 670, Rockville, MD, 20852.

JURISDICTION

5. This action for patent infringement arises under the laws of the United States, Title 35 of the United States Code, 35 U.S.C. § 1, *et seq*., including 35 U.S.C. §§ 271, 281-285. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This Court has personal jurisdiction over Defendants because, *inter alia*, they have each committed acts of infringement in this District and have a regular and established place of business in this District. Defendants solicit business, engage in other persistent courses of conduct, and derive substantial revenue from products and/or services provided to individuals in this District, including but not limited to having committed and continuing to commit acts of patent infringement and/or contributed to or induced acts of patent infringement by others in this District.

7. Personal jurisdiction and venue are proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400 because the defendant resides in this District and it has committed the acts which form the basis of this action occurred within this District and it has a regular and established place of business in this District.

GENERAL ALLEGATIONS

A. Background of the Murj Platform

8. Murj is a digital health company dedicated to helping clinicians streamline care for patients with implantable cardiac devices. Murj developed a proprietary cardiac device data management software program (the "Murj Platform") to manage the rapid growth of cardiac device data and to provide improved cardiac care and insight.

9. The Murj Platform helps to enable doctors, nurses, technicians, and other medical providers manage data transmissions received from hundreds of different implantable cardiac devices manufactured by numerous different companies. Innovative user interface designs, data calculations, data displays, data management, and workflow innovations allow users to review the clinical data contained within the transmissions, and to otherwise manage workflow of cardiac implantable device data and corresponding care protocols.

10. The Murj Platform includes a web portal that enables users to generate workflows and reports that fully document the transmissions received from various implantable devices. Clinical transmission reports are then routed to medical providers for final review and approval.

B. The Patent-In-Suit

11. On April 20, 2016, Murj filed a patent application with the United States Patent and Trademark Office ("USPTO"), Application No. 15/134,130. That application claims a priority to U.S. provisional application number 62/149,960 filed April 20, 2015.

12. On April 23, 2019, the USPTO granted the aforementioned application and issued the '989 Patent for a MEDICAL DEVICE DATA PLATFORM to Murj. A true and correct copy of the '989 Patent is attached as **Exhibit A**.

13. The named inventors of the '989 Patent assigned all right, title and interest in U.S. patent application number 15/134/130, and any patents issuing thereupon (including the '989 Patent) to Murj. Therefore, Murj is the owner, by valid assignment, of the entire right, title, and interest in and to the '989 Patent.

14. The following is a representative claim of the '989 Patent:

> 1. A medical device data platform comprising:
> at least one integration device accessing information originating from a plurality of implantable medical devices, the plurality of implantable medical devices being manufactured by a plurality of manufacturers and implanted in a plurality of patients, the at least one integration device accessing the information according to a data format and one or more associated communications protocols specific to each of the plurality of manufacturers, the at least one integration device converting the information from the respective data formats into a unified format;
> a core cloud having at least one processor, the core cloud processing the information

in the unified format to generate provider-oriented information for the plurality of implantable medical devices; and

a provider portal accessible with at least one communication device, the provider portal providing a portion of the provider-oriented information corresponding to a subset of the plurality of implantable medical devices, the subset of the plurality of implantable medical devices being for a group of the plurality of patients associated with at least one care provider, the portion of the provider-oriented information including care provider analytics for the at least one care provider.

C. Background and Description of the Claimed Invention

15. It is not uncommon for patients to have medical devices implanted within their body, including cardiac pacemakers, cardioverter defibrillators, and loop recorders. These implantable medical devices transmit information, including diagnostic and other critical information, outside of the body to a separate communication device to be monitored and analyzed.

16. Generally, each manufacturer of implantable medical devices employ their own proprietary data format for the information being transmitted from the device, as well as for any data being provided to a care provider that summarizes that information. This is burdensome for the medical providers. For example, a medical provider that monitors numerous implantable devices for numerous patients must maintain separate special-purpose programs that correspond with the proprietary data format for each manufacturer. To obtain information regarding the status of all patients, one would be required to access such information with a variety of programming devices, each of which would communicate only with devices made by a particular manufacturer. There would be no way to analyze all information relating to all patients in one program, in a unified format, with aggregated provider-oriented information.

17. The existing system and methods are also burdensome to patients. For example, to access the information transmitted from their implantable medical device, patients are required to obtain access to a special programming device configured to access information from their specific implantable medical device. To do so, the patient generally must travel to the medical clinic or other office that has a special-purpose programming device. In some instances, a remote monitor associated with the particular manufacturer may be installed in the home of the patient so that the

remote monitor may access the information and forward it over the Internet to a server operated by the manufacturer.

18. The claimed invention achieves multiple technological improvements and advancements over the prior art, while greatly simplifying the process of accessing and analyzing data transmissions. Notably, the claimed invention improves upon the foregoing cumbersome system by providing a medical device data platform that includes, *inter alia*, an integration device configured to access diagnostic information originating from a plurality of implantable medical devices manufactured by a plurality of manufacturers and implanted in a plurality of patients and convert it from the respective data formats into a unified format. The system may include an information processor configured to process the accessed information and to generate information that is tailored to patients and/or their medical providers regardless of the manufacturer or data format.

19. Before the claimed invention, manufacturers and/or care providers were burdened with time-consuming data processing and analysis tasks. The claimed invention overcomes such burdens by providing an automated process of obtaining diagnostic information and other data stored within implantable medical devices (which number in the millions globally) so it may be automatically facilitated across all manufacturers, clinics, and patients, thus reducing the need for additional IT personnel to be involved with the periodic uploading and analysis of device data. The foregoing improvement allows medical providers to review processed information from all of their patients, which contains the entire spectrum of information relevant to the provider, without having to use multiple special purpose programming devices corresponding to their respective implantable device manufacturers. This process, at least in part, reduces the burden associated with processing and analysis. Further, the clinic can obtain practice-wide analytics relating to all patients, or a subset of patients, which is not possible from the existing systems.

20. Another benefit of the claimed invention is that the use of the medical device data aggregation module may reduce the need for in-clinic information technology specialists to retrieve the diagnostic data and other information from the implantable medical devices, especially

for devices from multiple manufacturers, each of which may employ their own data formats, communication protocols, and the like.

21. The integration server may provide a clinical information system identifier associated with a particular clinic to the manufacturer platform to retrieve the diagnostic data and related information, which may be in the form of Implantable Device Cardiac Observation (IDCO) messages. In some embodiments, messages between the integration server and the manufacturer platform may be in the form of alternative, enhanced, or augmented data messages. For example, IDCO messages often contain information formatted as summary reports in Portable Document Format (PDF). In other examples, IDCO-like messages may provide more detailed or "raw" data, such as numerical and/or graphical electrogram (EGM) data regarding arrhythmia or other cardiac episodes detected by the implantable device in integer, floating-point, or another data format. Such information may facilitate easier and/or more detailed processing of the device data within the medical device data platform.

22. The platform may include a communication device that provides at least one of a patient portal and a provider portal. The patient portal may be configured to provide patients with at least a portion of the patient-oriented information for the implantable medical devices associated with the patient. This allows patients to only see information pertinent to their own implantable devices. The provider portal may also be configured to provide medical providers with at least a portion of the provider-oriented information for at least one of the implantable medical devices associated with a patient of the care provider. Thus, the claimed invention provides providers with the ability to obtain information pertinent to the implantable devices associated with their own patients, or a subset of such patients.

23. In some embodiments, the processed data may be integrated with existing patient electronic health records or electronic medical records to facilitate simplified access to that data by the patient or care provider. In addition, the medical device data access system may provide analytics, device recall management, billing code generation, and other advanced features to improve or enhance the user (e.g., patient or care provider) experience.

24. Another benefit of the claimed invention is that the integration server may forward the retrieved data to the core cloud to operate as an information processer to process the data and generate analytics and other advanced information. In certain embodiments, a member of the clinic staff may sign on to the core cloud using a single sign-on procedure, thus reducing the amount of time normally required by the staff. The core cloud may also access a registry information and device data system configured to track accurately each of the implantable medical devices associated with the core cloud. An example of the benefit of this feature is that the core cloud may employ data obtained from the registry information and device data system to correlate or associate accurately the information associated with one or more of the implantable medical devices that is processed within the core cloud with data received from the medical device registry.

25. The claimed invention may include a medical device patient scheduling module, a medical device workflow recommendation module, a medical device summary generation module, a medical device recall management module, medical device billing module, and a medical device ERH integration module.

26. The claims of the ‘989 Patent do not merely recite the receipt, analysis and transmission of data. Rather, they claim a new and improved medical device data platform that overcomes all of the burdens associated with the existing system by providing, *inter alia*, an integration device, a core cloud with a at least one processor, and a way to provide information relating to subsets of all devices or a predetermined subset of such devices.

27. The ’989 Patent accomplishes this improved medical device data platform in novel, innovative, and non-conventional ways and its claims reflect improvement over conventional systems and methods. Especially when read as a whole, and in light of the written description, the claims of the ’989 Patent are clearly directed to an improved medical device data platform and method.

28. The claimed inventions were not well-known, routine, or conventional at the time of the invention and represent specific improvements over the prior art and existing systems and methods.

29. The inventiveness of the claimed invention is reflected in the commercial success Murj has achieved by implementing it. As a result, Murj has achieved incredible growth, both in terms of revenue and market penetration.

D. Rhythm Management's Infringement of the '989 Patent

30. Rhythm is an independent diagnostic testing facility that sells and delivers clinical diagnostic services to medical provider customers. Rhythm works with its medical providers to monitor, review, and sign reports on patient-specific, summarized data.

31. In the middle of 2018, Rhythm inquired about using the Murj Platform to sell and deliver clinical diagnostic services to its medical provider customers that review and approve the transmission reports. Murj eventually agreed to enter a relationship with Rhythm and execute a written agreement whereupon Rhythm would become a Murj customer and obtain a license to use the Murj Platform.

32. The agreement provided Rhythm with a license to use—and only a license to use—the Murj Platform in connection with the diagnostic services Rhythm provides to its medical providers. The agreement expressly prohibited Rhythm from creating its own competing platform. The agreement did not provide Rhythm with a license, or with any other permission, to practice any claim of the '989 Patent. Nor does there exist any other such agreement extending such permissions to Rhythm with respect to the '989 Patent.

33. In mid-2020, during the course of the agreement, Murj assisted Rhythm in the sale of certain Rhythm services to a medical provider. Rhythm subsequently won the account. Rhythm's obtaining said account was, in no small part, due to the commercial and diagnostics benefits offered by the Murj Platform, including the ability to receive and manage data transmissions from numerous different implantable medical devices manufactured by a number of different companies .

34. Shortly thereafter, Murj discovered that Rhythm had developed the Accused Product as its own cardiac monitoring platform system and method for collecting, hosting, and

providing cardiac device data and/or similar purposes. The Accused Product can access data transmissions from a plurality of implantable medical devices manufactured by a plurality of manufacturers, then use an information processor to process information relevant to all patients, or a particular subset of all patients. Rhythm even states on its website that "our synergy software platform serves as a consolidated physician portal allowing you to monitor all devices and all clinics using a single login." *See* https://www.linkedin.com/company/rhythm-management-group-llc/videos/ (last accessed January 5, 2021).

35. Murj later discovered that Rhythm supplied the new account with its own competing Accused Product, and not the Murj Platform as previously demonstrated.

36. Rhythm continues to make, sell, offer for sale, and/or uses the Accused Product and/or services using the Accused Product.

FIRST CLAIM FOR RELIEF
(Infringement of the '989 Patent)

37. Murj repeats the allegations in the preceding paragraphs as though fully set forth herein.

38. Upon information and belief, Rhythm has infringed and continues to infringe, either literally or under the doctrine of equivalents, at least claims 1-3, 5-14, and 16-21 of the '989 Patent pursuant to 35 U.S.C. § 271(a), (b), and (c) by making, using, offering to sell, and/or selling in the United States the Accused Product. Such infringement includes using the Accused Product to provide remote cardiac monitoring services to its customers.

39. The Accused Product meets each element of the asserted claims of the '989 Patent.

40. For example, the first limitation of Claim 1 of the '989 Patent requires "at least one integration device accessing information originating from a plurality of implantable medical devices, the plurality of implantable medical devices being manufactured by a plurality of manufacturers and implanted in a plurality of patients." The Rhythm website discloses these features (emphasis added):

"Rhythm clinicians and administrative staff deliver user-friendly reporting through

an efficient, streamlined platform. ***Our collection of device data from each manufacturer*** allows your practice to monitor, review and sign reports ***on patient-specific, summarized data***. Through an alert protocol that we establish with you, we interpret and deliver actionable data that helps you care for your patients quickly and accurately." https://www.myrhythmnow.com/our-services *See* Screen shots, attached as **Exhibit B**.

"***Our team and software are compatible with all device types and manufacturers***, and we will work with your existing system requirements to optimize network data and analysis." https://www.myrhythmnow.com/ *See* Screen shots, attached as **Exhibit C**.

"Rhythm Management Group offers ***ongoing cardiac device monitoring for implantable cardiac devices, including single, dual- and multi-lead pacemakers, defibrillators, heart failure monitors, diagnostics and implantable loop recorders***." https://www.myrhythmnow.com/our-services *See* Screen shots, attached as **Exhibit B**.

"***Each patient***, depending on their device, will require anywhere from 35 minutes (***for ICDs and pacemakers***) to one hour (***for ILRs***) of attention to their data." https://www.myrhythmnow.com/blog/what-optimizing-remote-cardiac-monitoring-means-your-practice *See* Screen shots, attached as **Exhibit D**.

"With Rhythm, you are in control, and we remain flexible. We can work with your existing software and system requirements. Or, we can provide the software you need as a complementary add-on to your services. ***Our service works seamlessly with all cardiac rhythm devices and manufacturers***." https://www.myrhythmnow.com/why-rhythm-management *See* Screen shots, attached as **Exhibit E**.

"Every night while you sleep, your device automatically sends data to your home monitor. Your home monitor, placed next to your bed, ***receives the data and sends it to our secure server. Our system stores all your data on our protected website. Your doctor can access your information by logging in to the database***. Your doctor reviews your data and acts when required." https://www.myrhythmnow.com/patients *See* Screen shots, attached as **Exhibit F**.

Patient Testimonials: Patient 1: "I've had my ***defibrillator*** since 2004. Patient 2: "I've had my ***loop recorder*** since January 2017." https://www.myrhythmnow.com/patients *See* Screen shots, attached as **Exhibit F**.

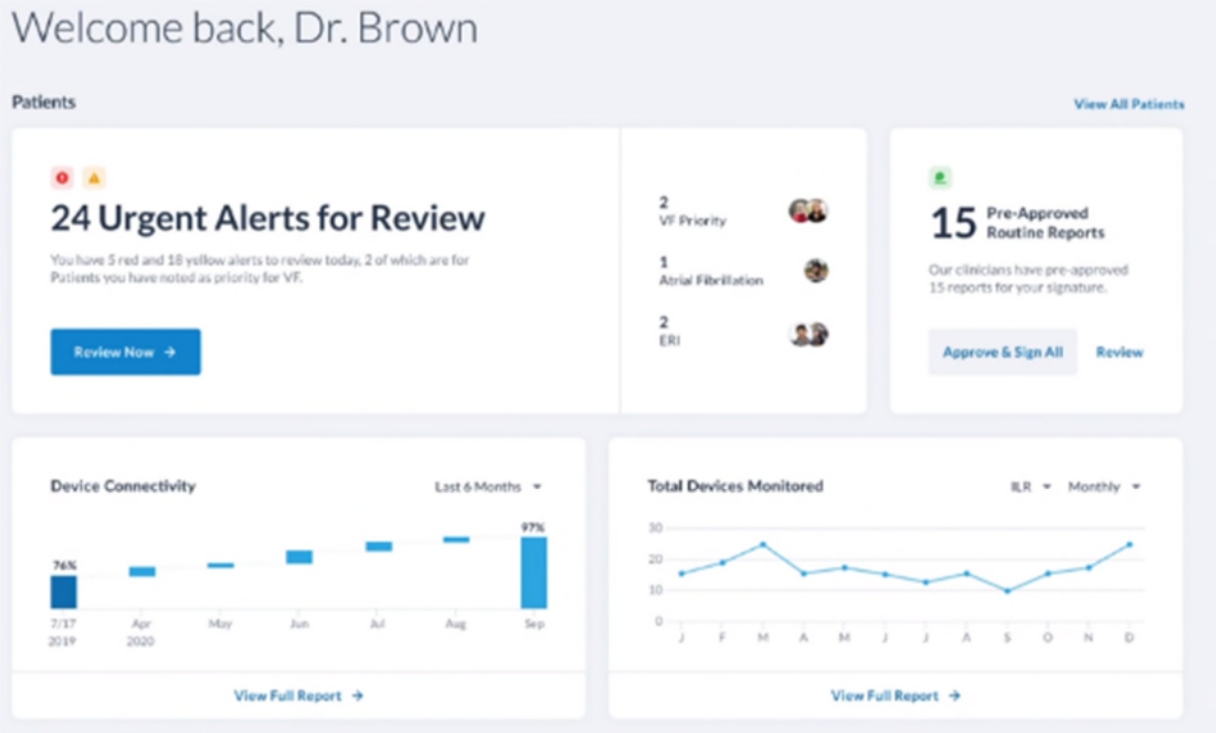
41. The foregoing descriptions demonstrate the Accused Product has at least one integration device which access information from a plurality of implantable medical devices, the

plurality of implantable medical devices being manufactured by a plurality of manufacturers and implanted in a plurality of patients.

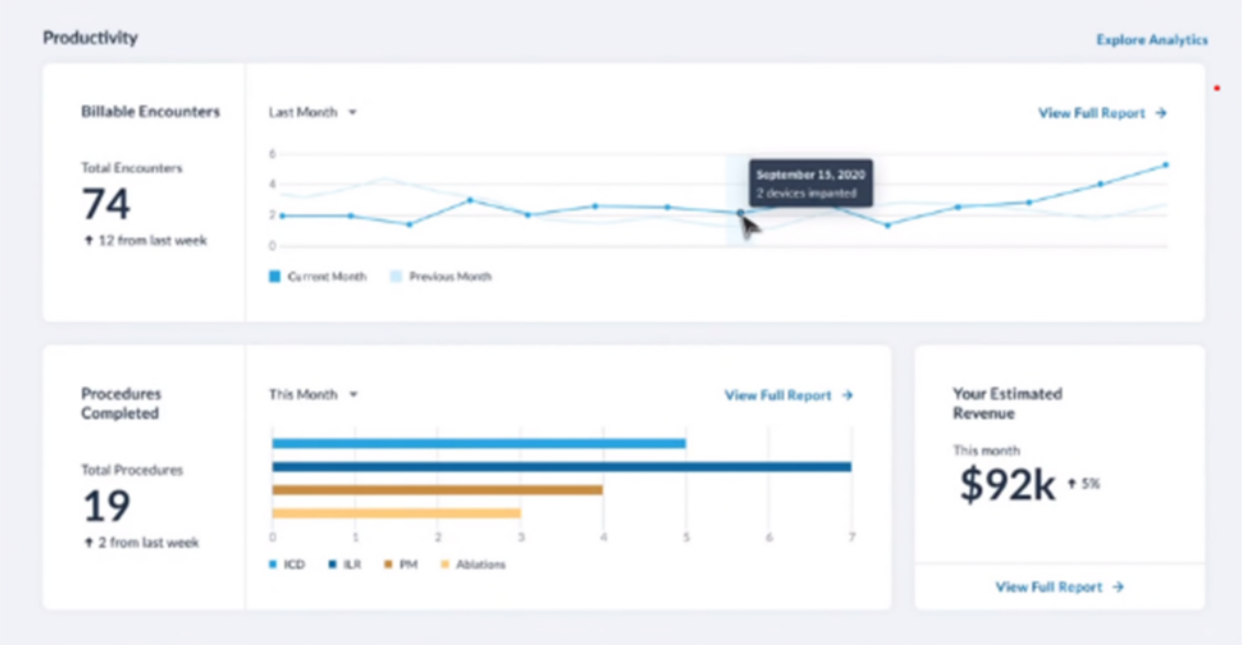
42. The second limitation of Claim 1 requires "at least one integration device accessing the information according to a data format and one or more associated communications protocols specific to each of the plurality of manufacturers, the at least one integration device converting the information from the respective data formats into a unified format." The Accused Product meets this limitation. For example, The Rhythm website describes these features (emphasis added):

> "We begin gathering, analyzing and transmitting your data on day one. ***After we collect your patient's data, you get to choose how you want to receive your data. Log in to our software, or we can securely push the data to you using your practice's systems and software***." https://www.myrhythmnow.com/our-services/our-process; *See* Screen shots, attached as **Exhibit G**.
>
> "Rhythm clinicians and administrative staff deliver user-friendly reporting through an efficient, streamlined platform. ***Our collection of device data from each manufacturer*** allows your practice to monitor, review and sign reports ***on patient-specific, summarized data***. Through an alert protocol that we establish with you, we interpret and deliver actionable data that helps you care for your patients quickly and accurately."
> https://www.myrhythmnow.com/our-services

Aggregating the data from different manufacturers to push to the clinic's system requires a unified format. A video on the Rhythm website shows aggregated data in a unified format (e.g., aggregated into a single webpage with consistent formatting for multiple patients with different devices).



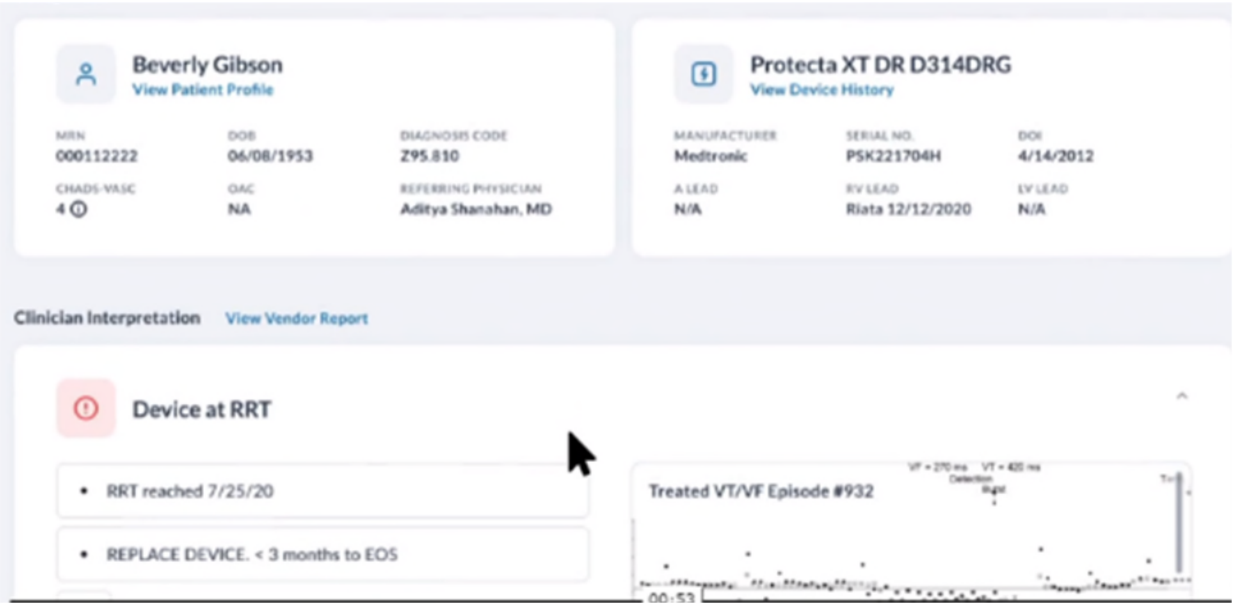
https://www.myrhythmnow.com/

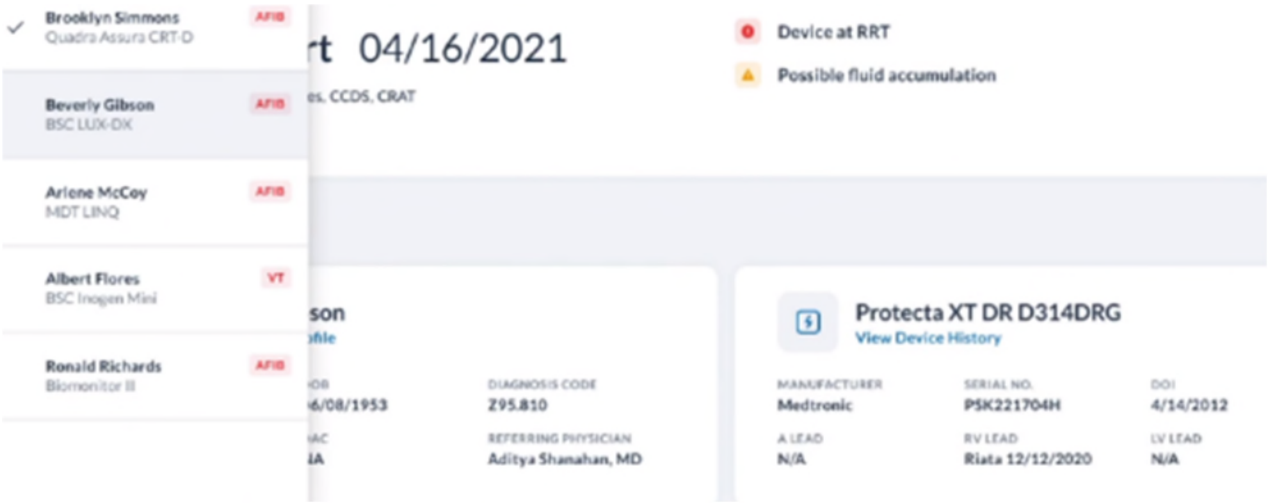


The foregoing descriptions and screen shots demonstrate information that was generated from an integration device taking information from a plurality of manufactures, each with their

own data format and their associated communications protocols, and converting it into a unified format.

One of the benefits of the ’989 Patent is that “a member of the clinic staff 101 may sign on or log on to the core cloud 114, the EMR system 132, and/or the HIE system 134 using a single sign-on (SSO) procedure, thus reducing the amount of time normally required by the staff 101 member to access each of these systems individually.” *See* ’989 Patent, **Exhibit A**, 4:28-33. The Accused Product seized this benefit. On its website, Rhythm states that “our synergy software platform serves as a consolidated physician portal allowing you to monitor all devices and all clinics using a single login.” The website goes on to state that “You can even review and approve multiple reports in just a few clicks including batch signing.” https://www.myrhythmnow.com/. Below is an example of data relating to a particular patient presented in a unified format:





https://www.myrhythmnow.com/

The website further states (emphasis added):

> "Rhythm Management Group ***uses an unmatched comprehensive protocol to help your practice make device monitoring as efficient as possible***."
> https://www.myrhythmnow.com/our-services/our-process *See* Screen shots, attached as **Exhibit G**.

43. The next limitation of Claim 1 requires "a core cloud having at least one processor, the core cloud processing the information in the unified format to generate provider-oriented information for the plurality of implantable medical devices." The Accused Product meets this limitation. For example, the Rhythm Management Group website discloses these features (emphasis added):

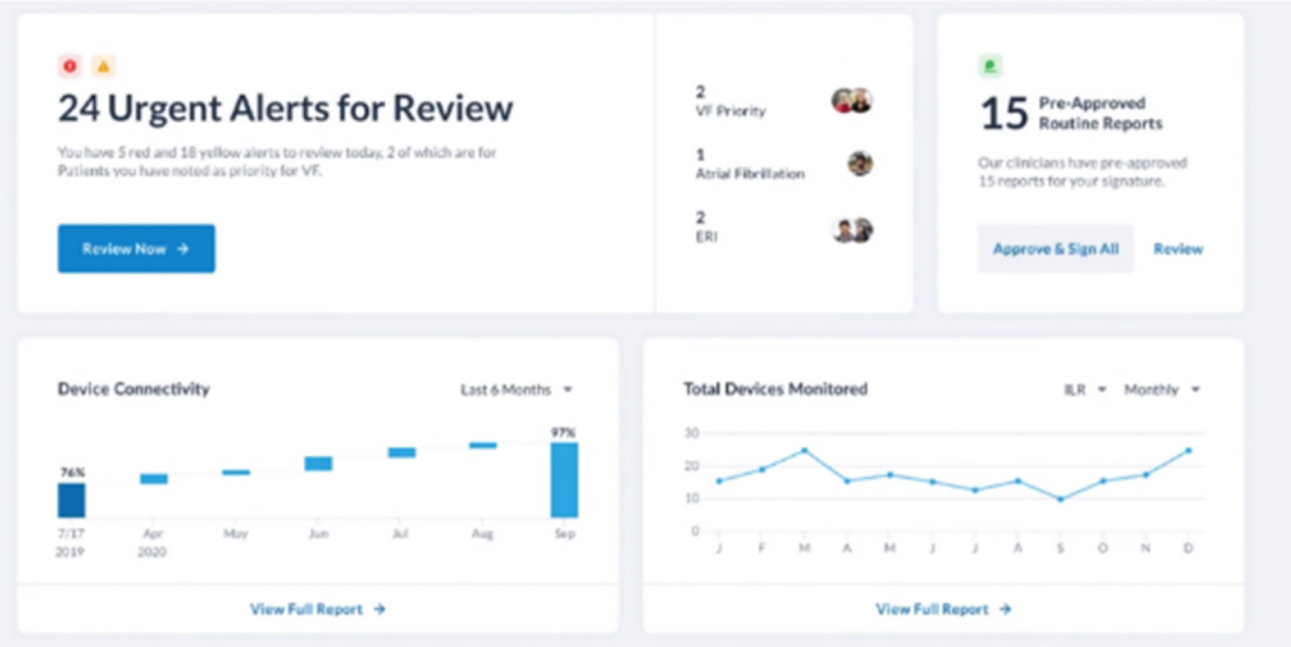
> "To ensure the highest level of patient compliance, Rhythm collates a ***monthly compliance report for your practice***. This summary highlights those patients who may be most vulnerable to being lost to follow up. ***We also report monthly metrics related to connectivity compliance***."
> https://www.myrhythmnow.com/our-services *See* Screen shots, attached as **Exhibit B**.

> "Every night while you sleep, your device automatically sends data to your home monitor. Your home monitor, placed next to your bed, receives the data and sends it to our secure server. ***Our system stores all your data on our protected website. Your doctor can access your information by logging in to the database.*** Your doctor reviews your data and acts when required."
> https://www.myrhythmnow.com/patients *See* Screen shots, attached as **Exhibit F**.

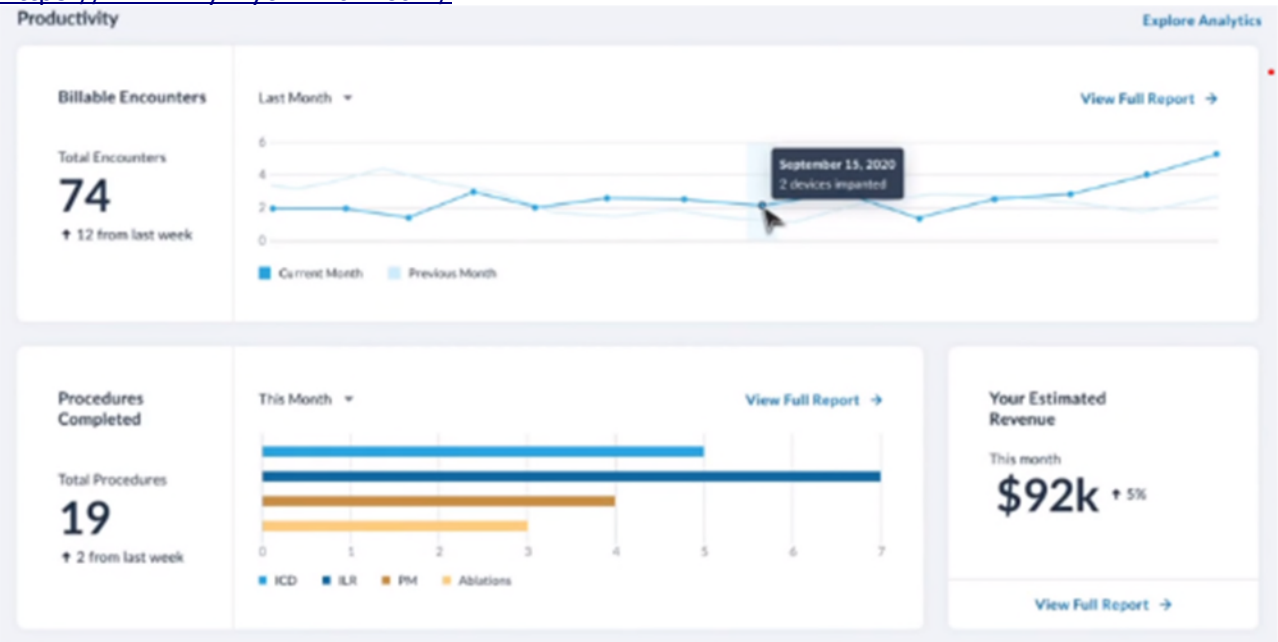
> "***Our synergy software platform serves as a consolidated physician portal***

allowing you to monitor all devices and all clinics using a single login."

A video shows generating provider-oriented information from the plurality of implantable medical devices, and practice-wide analytics based on information generated from a plurality of implantable medical devices.

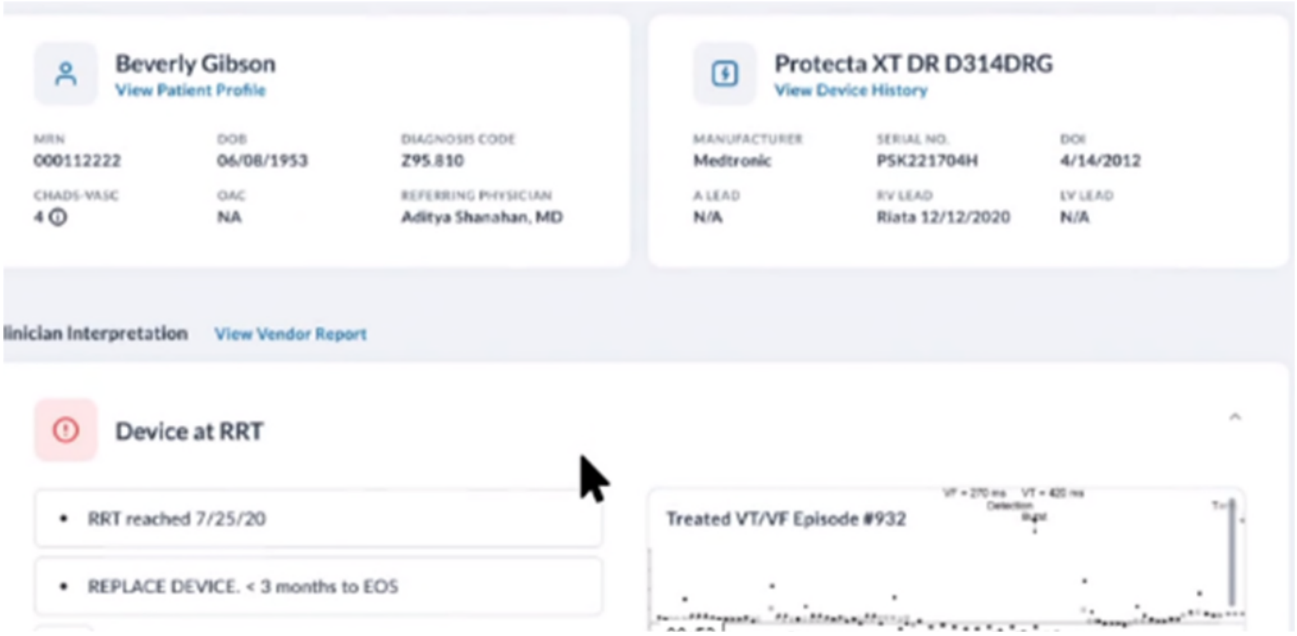


https://www.myrhythmnow.com/



The website reinforces the notion of a processor providing information in a unified format: "Our synergy software platform serves as a consolidated physician portal allowing you to monitor all devices and all clinics using a single login" and "you can even review and approve multiple reports in just a few clicks including batch signing" https://www.myrhythmnow.com/

The screen shots below demonstrate provider-oriented information presented in a unified format. Such information is processed by a core cloud processor and relates to a plurality of implantable medical devices. Note that the screen even identifies the specific manufacturer associated with each dataset.



RHYTHM SYNERGY

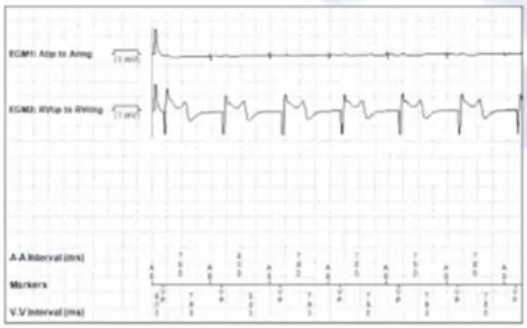
James Bailey
MRN:
DOB: 07/17/1941
Diagnosis Code: Z45.018

Medtronic
Model: Azure XT DR MRI W1DR01 Serial: RNB314872H
DOI: 08/06/2019
Referring Physician: Bruce Zinsmeister

Findings for Remote Transmission:

- This is a normal remote diagnostic device check
- Alerts or events: None
- Battery data was reviewed and demonstrates normal depletion
- Presenting rhythm: Atrial sensing with ventricular pacing in the 70s bpm.
- Heart Rate Histograms suggest around 90% of heartrates between 70-80s bpm.
- Review of lead trends within normal limits
- Atrial sensing is currently at 1.0 mV with atrial sensitivity set to 0.3 mV.
- The percentage of ventricular pacing is 98.7%.
- Average patient activity is 2.2 hours/day.

Presenting Rhythm:



Battery OR % Remaining	OK /3.14 V	
Estimated Longevity	12.33 years	
Monitored Values	**RA**	**RV**
Sensing (mV)	1 mV	12.75 mV
Lead Impedance (Ω)	703 ohms	646 ohms
Pacing Threshold (V@ms)	0.875 V @ 0.4 ms	0.5 V @ 0.4 ms
High Voltage Impedance (Ω)		NA
High Rate Episodes	0	0
AF Burden (%)	NA	

44. The next limitation of Claim 1 requires "a provider portal accessible with at least one communication device, the provider portal providing a portion of the provider-oriented information corresponding to a subset of the plurality of implantable medical devices, the subset of the plurality of implantable medical devices being for a group of the plurality of patients associated with at least one care provider." The Accused Product meets this limitation. For example, these features are disclosed on Rhythm's website:

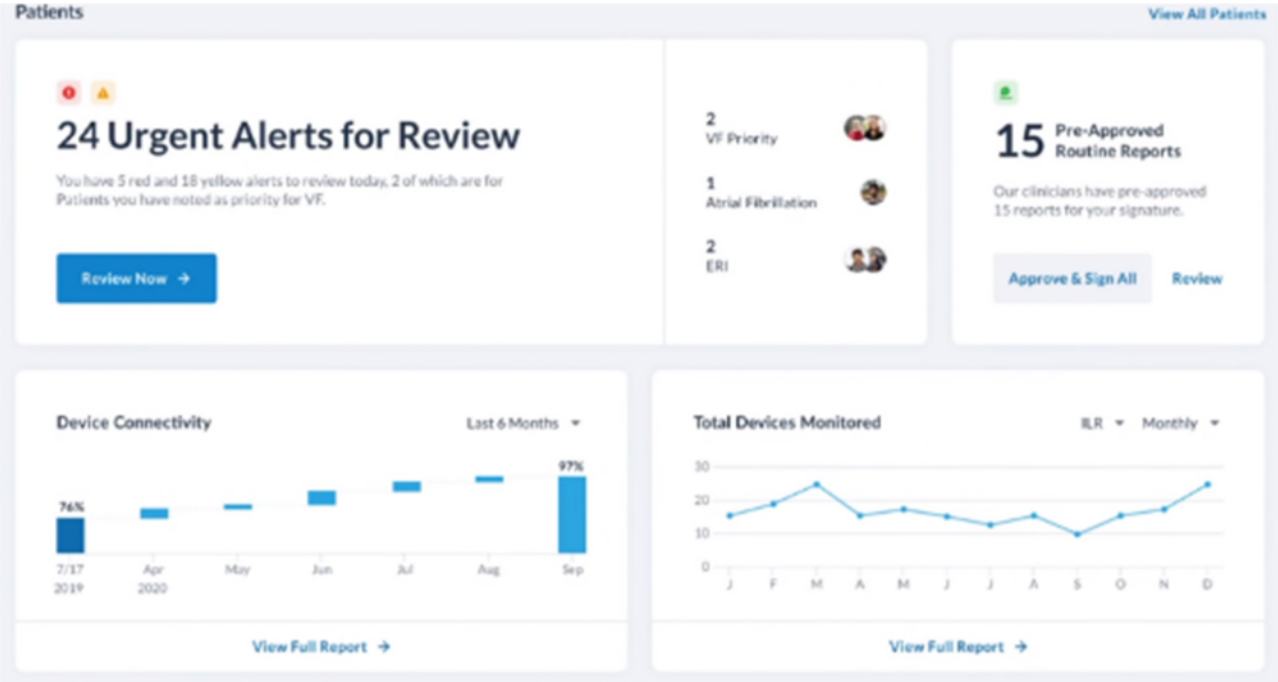
> "This is where a sophisticated technology platform that aggregates patient rhythms from across vendor sites can be very helpful. For this center in particular, our administrative and clinical teams worked together to clean up their sites, and get them on our high-tech Rhythm Synergy platform."
> https://www.myrhythmnow.com/blog/what-optimizing-remote-cardiac-monitoring-means-your-practice *See* Screen shots, attached as **Exhibit D**.

> "Rhythm Management Group uses a proven protocol to help practices get up to

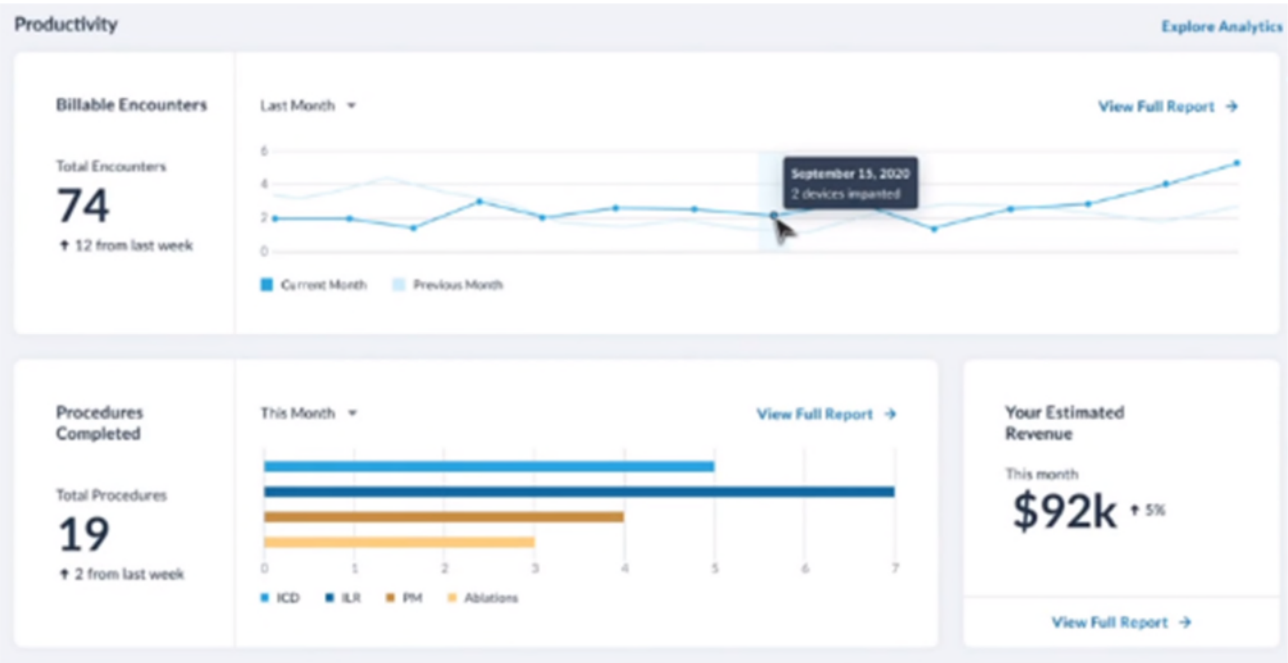
speed with device monitoring. By breaking down the onboarding process, we've made getting started simple and seamless for your team and your patients." https://www.myrhythmnow.com/why-rhythm-management *See* Screen shots, attached as **Exhibit E**.

By servicing multiple practices, Rhythm provides only the portion of provider-oriented information associated with patients for a particular practice to the provider portal used by the particular practice. The Video (above) shows a provider portal providing the portion of provider-oriented information associated with patients for a particular practice.

45. The last limitation of Claim 1 of the '989 Patent requires that "the portion of the provider-oriented information including care provider analytics for the at least one care provider." The Accused Product meets this limitation. For example, a Video shows information that would require care provider analytics to generate, such as an indication of overall device connectivity by month for a particular provider, total devices monitored over time for a particular provider, a number of urgent alerts awaiting review for a particular provider, a number of pre-approved reports for a particular provider, a number of billable encounters for a particular provider, a number of procedures completed for a particular provider, and an amount of revenue/month for a particular provider. https://www.myrhythmnow.com/



https://www.myrhythmnow.com/



https://www.myrhythmnow.com/

46. Rhythm has had actual knowledge of the ’989 Patent at least as of the date when Murj filed and served this Complaint asserting the ’989 Patent against Rhythm.

47. Upon knowledge of the ’989 Patent, Rhythm has actively induced and continues to actively induce others, including its customers, who use the Accused Product in the United States, to directly infringe the claims of the ’989 patent. On information and belief, customers who use the Accused Product make routine use of the Accused Product in a manner that directly infringes the asserted claims of the ’989 Patent.

48. On information and belief, in light of the above knowledge of the ’989 Patent, Rhythm has provided and continues to provide instructions, videos, websites, and other communications to encourage others, such as its customers, to perform acts that directly infringe the asserted claims of the ’989 Patent either with specific intent that the third parties infringe the ’989 Patent or knowing that there was a high probability that the third parties would infringe the ’989 Patent while remaining willfully blind to the infringing nature of the third parties’ actions.

49. Upon information and belief, upon knowledge of the ’989 Patent, Rhythm has contributed and continues to contribute to the infringement of the claims of the ’989 Patent, including the asserted claims of the ’989 Patent, by others, including customers, who customize and use the Accused Product, by providing the Accused Product, which is specifically made or adapted for use in an infringement of these claims and are not staple articles of commerce suitable for substantial noninfringing use. Rhythm has had actual knowledge of the ’989 Patent at least as of the date when Murj filed and served this Complaint asserting the ’989 Patent against Rhythm.

50. In light of these allegations and upon knowledge of the ’989 Patent, Rhythm had knowledge that the Accused Product was specially made or adapted for use in an infringement of the ’989 Patent and is not a staple article of commerce suitable for substantial noninfringing use.

51. As a result of Rhythm’s ongoing and continuous unlawful infringement of the ’909 Patent, Murj has suffered and will continue to suffer damages. Murj is entitled to recover from Rhythm compensation and monetary relief to the fullest extent of the law, which has yet to be determined.

52. Any further making, sales, offers for sale, or uses of the Accused Product, including the continued use of the Accused Product to provide remote cardiac monitoring, will demonstrate a deliberate and conscious decision to infringe the ’989 Patent or, at the very least, reckless disregard of Murj’s patent rights. If Rhythm continues to make, use, offer to sell, or import infringing products or services following notice of the ’989 Patent claims, Rhythm’s infringement will be willful and Murj will be entitled to treble damages and attorney fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

53. Upon information and belief, Rhythm will continue to infringe the ’989 Patent unless and until it is enjoined by this Court. Rhythm’s acts of infringement have caused and will continue to cause irreparable harm to Murj unless and until enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Murj, Inc. requests that this Court enter judgment in its favor and against Rhythm Management Group, Inc. on all claims as follows:

A. For a judgment declaring that Rhythm has infringed the ’989 Patent, directly, contributorily, and by inducement;

B. For a judgment declaring that Rhythm’s infringement of the ’989 Patent is willful pursuant to 35 U.S.C. § 284;

C. For a grant of an injunction pursuant to 35 U.S.C. § 283, enjoining Rhythm together with its respective members, managers, agents, employees, servants, and attorneys, and upon those persons in active concert or participation with them from infringing the ’989 Patent by engaging in any commercial manufacture, use, offer to sell, or sale within the United States, or importation into the United States, of any product covered by the ’989 Patent for the full term thereof or any additional period of exclusivity which Murj and/or the ’989 Patent are, or become, entitled, and from inducing or contributing to such activities;

D. The entry of an order declaring that Murj be awarded damages in an amount sufficient to compensate it for Rhythm’s infringement of the ’989 Patent, including the recovery

of its lost profits, or in no event less than a reasonable royalty, together with prejudgment and post-judgment interest and costs;

E. That Rhythm be ordered to provide an accounting for the damages resulting from infringement of the ’989 Patent, together with interests and costs, and all other damages permitted by 35 U.S.C. § 284, including an accounting for infringing acts not presented at trial and an award by the court of additional damages for any such infringing acts;

F. For a judgment declaring that this case is exceptional and awarding Murj its expenses, costs, and attorneys’ fees pursuant to 35 U.S.C. § 285, Rule 54(d) of the Federal Rules of Civil Procedure, and all other applicable statutes, rules and common law;

G. For the taxation of allowable costs against Rhythm;

H. For any other and further relief that this Court deems just and proper under the circumstances.

JURY DEMAND

Murj demands a trial by jury on all claims and issues so triable.

Dated: October 29, 2021 Respectfully submitted,

By: */s/ Noam B. Fischman*

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