

I. SUMMARY OF THE ACTION

1. Well Cell brings this action to stop Defendants from misusing Well Cell’s intellectual property to deceive the public—especially diabetic patients—into believing that Defendants and their various “Insulinic” clinics are affiliated with Well Cell or its trusted brand.

2. Well Cell, a leading pioneer in the medical industry specializing in developing cutting-edge technology for the treatment of diabetes, has been operating for numerous years and has established immense goodwill throughout the country, especially among the diabetic population and experts in the field.

3. Well Cell owns a sizeable intellectual property portfolio and is the rights-holder to federal patents, federal trademark registrations, federal copyright registrations, and trade secrets, all of which pertain to its proprietary technology (collectively, the “**Well Cell IP**”).

4. Despite Well Cell’s incontestable rights, and in a bad-faith attempt to capitalize on the success of Well Cell, Defendants are operating “Insulinic” clinics in Louisiana, Florida, and Hawaii (the “**Infringing Clinics**”) which infringe the Well Cell IP by (a) using Well Cell’s copyrighted works throughout the clinics, on their websites, and in marketing materials, (b) using Well Cell’s patented products and services, and by (C) using and benefiting from Well Cell’s proprietary and confidential trade secrets.

5. Defendants have also registered and are using the domain name <Insulinic.com> (the “**Infringing Website**”) to advertise their Infringing Clinics.

6. For these reasons, Well Cell brings this action for copyright infringement under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., patent infringement under the patent laws of the United States, 35 U.S.C. §§ 1 et seq., trade secret misappropriation under the Defend Trade Secrets Act of 2016, 18 U.S.C. §§ 1836, et seq., and the Texas Uniform Trade Secrets Act, Tex. Civ. Prac.

& Rem. Code § 134A.001, unfair competition in violation of Texas Business and Commerce Code § 17.46, unfair competition in violation of Texas common law, unfair competition by misappropriation in violation of Texas common law, and unjust enrichment in violation of Texas common law against Defendants.

7. Among other relief, Well Cell respectfully asks the Court to: (a) award Well Cell statutory damages for each incident of patent and copyright infringement on the Well Cell IP; (b) order Defendants to disgorge all of their profits from their operation of the Infringing Clinics, trebled; (c) award Well Cell a reasonable royalty of 10% of all revenues earned by Defendants in connection with the Infringing Clinics, and to treble that award; (d) award Well Cell punitive damages, attorneys' fees, and costs; and (e) permanently enjoin Defendants and everyone working in concert with them from using the Well Cell IP in any way, or any derivative work, without Well Cell's prior, written consent.

II. PARTIES

8. Well Cell Global LLC is a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business at 11511 Katy Freeway, Suite 102, Houston, Texas 77079.

9. Shawn Paul Calvit ("**Defendant Calvit**") is an individual and, on information and belief, resides at 100 Meadow Lane, Lafayette, Louisiana 70506. Defendant Calvit is the principal behind each of the Infringing Clinics.

10. Marc Pierre Desgraves IV ("**Defendant Desgraves**") is an individual and, on information and belief, resides at 9541 Pagosa Street, Commerce City, Colorado 80022. Defendant Desgraves is the Chief Financial Officer and Member of Insulinic Hawaii, LLC.

11. Charles Alexander Elliott (“**Defendant Elliot**”) is an individual and, on information and belief, resides at 930 Makaiwa Street, Honolulu, Hawaii 96816. Defendant Elliott is a Member of Insulinic Hawaii, LLC.

12. Insulinic of Lafayette LLC (“**Defendant Insulinic LA**”) is a limited liability company organized and existing under the laws of the State of Louisiana, with its principal office at 220 Johnston Street Building, Lafayette, Louisiana 70501.

13. Insulinic of Hialeah LLC (“**Defendant Insulinic FL**”) is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 220 Johnston Street Building, Lafayette, Louisiana 70501.

14. Insulinic Hawaii, LLC (“**Defendant Insulinic HI**”) is a limited liability company organized and existing under the laws of the State of Hawaii, with its principal office at 1360 S. Beretania Street, Suite 500, Honolulu, Hawaii 98614.

III. JURISDICTION AND VENUE

15. This action arises under the under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., the patent laws of the United States, 35 U.S.C. §§ 1 et seq., the Defend Trade Secrets Act of 2016, 18 U.S.C. §§ 1836, et seq. (“**DTSA**”), the Texas Uniform Trade Secrets Act, Tex. Civ. Prac. & Rem. Code § 134A.001 (“**TUTSA**”), the Texas Business & Commerce Code, federal and state common law, and Texas statutory law.

16. This Court has exclusive subject matter jurisdiction for the copyright infringement claims pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. This Court has exclusive subject matter jurisdiction for the patent infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has subject matter jurisdiction over this action for the misappropriation of trade secrets under the DTSA pursuant to 28 U.S.C. § 1331.

17. This Court has supplemental jurisdiction over the Texas statutory and common law claims pursuant to 28 U.S.C. § 1367 because such claims are related to the federal claims for copyright infringement, patent infringement, and misappropriation of trade secrets in that they form part of the same case or controversy and are derived from a common nucleus of operative facts.

18. This Court also has subject matter jurisdiction over this dispute under 28 U.S.C. § 1332(a)(1) because there is complete diversity of citizenship among the parties and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

19. This Court has personal jurisdiction over Defendants Calvit, Insulinic LA, and Insulinic FL because they have purposely availed themselves of the privileges and benefits of conducting business in Texas. This Court also has personal jurisdiction over Defendants Calvit, Insulinic LA, and Insulinic FL because each signed a licensing agreement governing the intellectual property at issue in this case, wherein they expressly consented to the personal jurisdiction of this Court for any dispute related to the agreement. Further, Defendants Calvit, Insulinic LA, and Insulinic FL have committed acts directed at Texas that have caused tortious injury to Well Cell in Texas, specifically, misappropriation of Well Cell's intellectual property, with the knowledge that Well Cell would thereby be harmed. Accordingly, Defendants Calvit, Insulinic LA, and Insulinic FL's tortious acts giving rise to this lawsuit have at least been directed at Texas and the harm to Well Cell has occurred and will continue to occur within Texas.

20. This Court has personal jurisdiction over Defendants Desgraves, Elliot, and Insulinic HI because they have committed acts directed at Texas that have caused tortious injury to Well Cell in Texas, specifically, misappropriation of Well Cell's intellectual property, with the knowledge that Well Cell would thereby be harmed. Accordingly, Defendants Desgraves, Elliot, and Insulinic

HI's tortious acts giving rise to this lawsuit have at least been directed at Texas and the harm to Well Cell have occurred and will continue to occur within Texas.

21. Venue is proper as to Defendants Calvit, Insulinic LA, and Insulinic FL because this District is where a substantial part of the events or omissions giving rise to the claims occurred. 28 U.S.C. § 1332(a)(2). Venue is also proper in this District because Defendants Calvit, Insulinic LA, and Insulinic FL each signed a licensing agreement governing the intellectual property at issue in this case, wherein they expressly consented to venue in this District. In addition, Defendants Calvit, Insulinic LA, and Insulinic FL committed acts of intellectual property infringement in this District and Plaintiff suffered harm in this District.

22. Venue is proper as to Defendants Desgraves, Elliot, and Insulinic HI because, on information and belief, a substantial part of the events giving rise to the intellectual property misappropriation occurred within this District. In addition, Defendants Desgraves, Elliot, and Insulinic HI committed acts of intellectual property infringement in this District and Plaintiff suffered harm in this District.

IV. OPERATIVE FACTUAL BACKGROUND

23. Well Cell is a leading pioneer in the medical industry and specializes in developing groundbreaking technology for the treatment of diabetes and licensing its proprietary technology to other entities so that they may operate comprehensive diabetes clinics throughout the world. In fact, Well Cell owns a highly valuable and significant intellectual property portfolio—including patents, copyrights, trademarks, and trade secrets—which it carefully and consistently safeguards.

24. On September 13, 2021, Well Cell Support LLC (“WCS”), an affiliate of Well Cell to which a master license was granted with the ability to sell licenses to use Well Cell’s intellectual property to other entities, issued one license to Defendant Insulinic LA to operate at one specific

office location in Lafayette, Louisiana. On November 1, 2021, WCS issued one license to Defendant Insulinic FL to operate at one specific office location in Hialeah, FL.

25. The license agreements (the “**License Agreements**”) issued to Defendants Insulinic LA and Insulinic FL pertained only to Well Cell’s patented technology, patent-pending technology, and proprietary and confidential trade secrets associated with such technology.

26. Significantly, the License Agreements entered into by WCS and Insulinic LA and Insulinic FL *did not* cover rights nor grant use to any copyrighted materials owned by Well Cell.

27. On June 9, 2022, after being informed about Defendant Calvit’s wrongful billing practices, among other concerning matters that constituted a breach of the License Agreements, Well Cell issued a letter to Defendant Calvit informing him the licenses would be terminated if corrective measures were not taken.

28. Because Defendants Calvit, Insulinic LA, and Insulinic FL did not properly address nor cure their breaches of the License Agreements, Well Cell ended its business relationship with Defendants in July 2022 and terminated the License Agreements.

29. Despite the fact that Well Cell ended its business relationship with Defendants in July 2022 and terminated the License Agreements with WCS, Defendants decided to misappropriate Well Cell’s intellectual property in order to open a competing business in Hawaii (Insulinic HI) and to continue to unlawfully operate Insulinic’s existing clinics in Louisiana and Florida (Insulinic LA and Insulinic FL) utilizing the Well Cell intellectual property belonging exclusively to Well Cell.

30. On September 7, 2022, Well Cell and WCS, through the undersigned legal counsel, sent a demand letter to Defendants, confirming that the License Agreements between the parties terminated as of July 19, 2022 due to Insulinic LA’s and Insulinic FL’s failure to cure, as set forth in the Notice of Default and the applicable provisions of the License Agreements and requesting

that Defendants immediately cease and desist from infringing upon Well Cell’s intellectual property. Unfortunately, Defendants failed to substantively respond to Well Cell’s cease and desist letter and continue to infringe on Well Cell’s rights to this day.

31. Thus, after Well Cell’s repeated attempts to amicably resolve its multiple claims against Defendants failed, Well Cell has resorted to filing the instant lawsuit in order to protect its rights and seek proper redress.

V. CAUSES OF ACTION

A. COPYRIGHT INFRINGEMENT

32. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

33. At all times relevant hereto, Well Cell has been and still is the holder of the exclusive rights under the Copyright Act of 1976 (17 U.S.C. §§ 101 et. seq., and all amendments thereto) (the “**Copyright Act**”) to reproduce, distribute, display, or license the reproduction, distribution, and/or display of the website diabetesrelief.com (the “**Website**”) and all of its contents, as set forth in **Exhibit 1** attached hereto, and the 2-D artwork entitled “Overcoming Metabolic Failure,” as depicted in **Exhibit 2** attached hereto (“**Overcoming Metabolic Failure Drawing**”) throughout the United States.¹ On or about September 14, 2017, the United States Copyright Office issued a certificate of registration, registration number of TX-8-452-464, for the Website to Diabetes Relief LLC. *See* Ex. 1. On or about May 17, 2018, the United States Copyright Office issued a certificate of registration, registration number of VAu 1-330-086, for the Overcoming Metabolic Failure Drawing to Diabetes Relief LLC. *See* Ex. 2. On or about July 24, 2020, Well Cell purchased all of

¹ The Certificate of Registration for the Website is attached hereto as Exhibit 1. The Certificate of Registration for the Overcoming Metabolic Failure Drawing is attached hereto as Exhibit 2.

the assets of Diabetes Relief LLC for millions of dollars, including all intellectual property, such as the copyrights to the Website and the Overcoming Metabolic Failure Drawing (collectively, the “**Well Cell Copyrighted Works**”). Since the purchase, Well Cell has continued to expand upon the intellectual property purchased from Diabetes Relief LLC to create an innovative and copyright and patent protected solution to treating diabetes.

34. Diabetes Relief LLC and Well Cell used the collective experience, talent, and creativity of its owners and employees to create the Well Cell Copyrighted Works developed over years of hard work and through significant financial investments of Well Cell, including the initial multi-million purchase and subsequent additional investments to further develop the business and its intellectual property.

35. Well Cell never gave Defendants a license to use the Well Cell Copyrighted Works. The License Agreements entered into by Well Cell Support LLC, an affiliate of Well Cell to whom a master license was granted with the ability to sell licenses to use Well Cell’s intellectual property to other entities, and Insulinic LA and Insulinic FL did not cover rights to use the Well Cell Copyrighted Works. Furthermore, even if the Well Cell Copyrighted Works were covered by the License Agreements, Well Cell Support LLC (“**WCS**”) terminated the License Agreements with Insulinic LA and Insulinic FL on or about July 19, 2022, therefore, Defendants certainly had no rights to use or display the Well Cell Copyrighted Works after July 19, 2022.

36. Yet, after Well Cell ended its business relationship with Defendants in July 2022 and terminated the License Agreements with WCS, Defendants decided to misappropriate the Well Cell Copyrighted Works and other intellectual property belonging exclusively to Well Cell in order to open a competing business in Hawaii (Insulinic HI) and to continue to unlawfully operate

Insulinic’s existing clinics in Louisiana and Florida (Insulinic LA and Insulinic FL) utilizing the Well Cell Copyrighted Works and other intellectual property belonging to Well Cell.

37. From July 19, 2022 to the present date, Defendants have used and displayed information from the Well Cell Copyrighted Works on Insulinic’s website, insulinic.com, as shown in Exhibit 3.² On the homepage of insulinic.com, Defendants display exact copies of the illustrations found in the Overcoming Metabolic Failure Drawing under the headings “Abnormal Physiology” and “Restored Physiology.” *Id.* These same infringing illustrations are also contained in the video that plays on the homepage of insulinic.com website from the 1:20 to 2:06 mark. *Id.* These infringing illustrations are also contained on the insulinic.com/science webpage. *Id.* All of these illustrations are separate instances of copyright infringement of Well Cell’s exclusive right to use the Overcoming Metabolic Failure Drawing.

38. Insulinic’s website also contains instances of copyright infringement of Well Cell’s exclusive right to use the Website and of its contents. The symptoms and statistics found on the insulinic.com website under the “what patients are reporting” sections are exact replicas of the statistics and symptoms listed as improved on the Website for Well Cell’s clients under the section “Our Patients Report.”³ The description of the “science” and “treatment plan” found on insulinic.com and insulinic.com/science are also stolen from the copyrighted Website as shown on Exhibit 4. *Id.* Insulinic describes its science as a patented treatment protocol just as Well Cell does on the Website, despite the fact that all patents in question actually belong exclusively to Well Cell. *Id.* Insulinic also claims to have a “metabolic” approach to managing diabetes consisting of “Physiologic Insulin Resensitization,” the same technology pioneered and advanced by Well Cell

² Exhibit “3” consists of printouts from the website insulinic.com as of September 7, 2022.

³ See Exhibit 3; and Exhibit “4,” printouts of the diabetesrelief.com website as of September 7, 2022.

and represented on its Website, including the exact same listed processes of “hormone optimization,” “weight management,” and “wellness and nutrition.” *Id.* The descriptions found under each of the stolen subheadings on the Insulinic website are also each exactly identical or nearly identical to the copyrighted content found on the Website. *Id.* Therefore, nearly the entire insulinic.com website consists of copyright infringements of Well Cell’s exclusive rights to the Website.

39. Additionally, on or about August 26, 2022, Defendants put out a press release that contained copyrighted information from the Website, including testimonials from clients of Well Cell (“**Insulinic Press Release**”).⁴ The Insulinic Press Release contains testimonials of “Wayne K.” and “Bruce B.” who are clients of Well Cell and the content of the testimonials and description of the patients are exact duplicates of the copyrighted content on the Website.⁵ Therefore the Insulinic Press Release is another instance of copyright infringement of Well Cell’s exclusive right to use the Website.

40. Defendants continue to infringe upon the Well Cell Copyrighted Works, despite the fact that Defendants knew through the License Agreements and former business relationship with Well Cell that such intellectual property belonged exclusively to Well Cell. Yet, to date, Defendants continue to infringe upon the Well Cell Copyrighted Works. Thus, Defendants’ behavior as set forth herein constitutes willful infringement and reckless disregard for the federal registrations.

41. In stealing the Well Cell Copyrighted Works, Defendants willfully and intentionally sought to appropriate Well Cell’s intellectual property for their own profit without bearing the cost of developing or purchasing their own work product. Well Cell’s intellectual property is worth

⁴ See Exhibit “5,” the press release issued by Insulinic on August 26, 2022.

⁵ *Id.*; Exhibit “6,” printout of the Website diabetesrelief.com/testimonials.

millions of dollars and Defendants sought to realize the same profit without investing the same amount of time, money, and creative thought, and to take away potential profits away from Well Cell that it would have realized but for Defendants' wrongful acts.

42. The Well Cell Copyrighted Works are original works, copyrighted under the Copyright Act. *See* Ex. 1 and Ex. 2. As Well Cell specifically purchased all copyrights of Diabetes Relief LLC, it has the exclusive rights and privileges to reproduce, distribute, and display the Well Cell Copyrighted Works.

43. Well Cell has never authorized Defendants, by license or otherwise, to copy, reproduce, distribute, or display any of the copyrighted material from the Well Cell Copyrighted Works, nor to prepare derivative works based on the Well Cell Copyrighted Works. To the extent the License Agreements between WCS and Insulinic LA and Insulinic FL covered any aspect of the Well Cell Copyrighted Works, those licenses terminated as of July 19, 2022.

44. Defendants infringed Well Cell's exclusive rights in the Well Cell Copyrighted Works by copying, reproducing, duplicating, distributing, and displaying it and/or derivative works derived therefrom without Well Cell's permission, including but not limited to the Insulinic website insulinic.com and the Insulinic Press Release, which contain multiple instances of infringement as set forth herein.

45. Each infringing copy, duplication, sale, license, or display of the Well Cell Copyrighted Works, as well as the threat of continuing the same, constitutes a separate claim against Defendants under the Copyright Act. Well Cell has sustained, and will continue to sustain, substantial damage to the value of its copyrights in that the previously described activities of Defendants have diminished and will continue to diminish the revenues and goodwill in the industry that Well Cell would otherwise receive for use of and license of the Well Cell Copyrighted Works. In addition,

Defendants have realized unlawful and unjust profits from their unauthorized and illegal copying, duplication, distribution, and display of the Well Cell Copyrighted Works.

46. On September 7, 2022, Well Cell and WCS, through their legal counsel, sent a demand letter to Defendants, confirming that the License Agreements between the parties terminated as of July 19, 2022 due to Insulinic LA's and Insulinic FL's failure to cure as set forth in the Notice of Default and the applicable provisions of the License Agreements and requesting that Defendants immediately cease and desist from infringing upon Well Cell's exclusive rights in the Well Cell Copyrighted Works and all other intellectual property belonging to Well Cell.⁶

47. However, Defendants continue to infringe the copyrights in the Well Cell Copyrighted Works listed on Exhibit 1 and Exhibit 2, which constitute willful infringement and reckless disregard for the copyrights. As a direct result of the conduct of Defendants, Well Cell has suffered and continues to suffer direct and consequential damages in an amount to be determined by a jury.

48. On information and belief, Defendants are each acting in concert with one another to infringe upon the Well Cell Copyrighted Works.

49. On information and belief, Insulinic HI, Insulinic LA, and Insulinic FL operated as a single business enterprise and were structured and organized in such a manner that they functioned merely as an adjunct, tool, or business conduit of the other entities, with centralized control, shared finances, and mutual purpose.

50. Defendants Calvit, Desgraves, Elliot are the alter-ego of Insulinic HI, Insulinic LA, and Insulinic FL and they treated these LLCs as their alter-ego at all times relevant hereto rather than as separate entities. Defendants Calvit, Desgraves, and Elliot are the members of each of the

⁶ See Exhibit 7, Letter from Well Cell's counsel Lloyd & Mousilli to Defendants dated September 7, 2022.

entities and it would be inequitable to allow them to evade personal liability for the debts of Insulinic HI, Insulinic LA, and Insulinic FL and allowing such an evasion would sanction a fraud and promote an injustice.

51. On information and belief, Defendants are profiting from their unauthorized use of the Well Cell Copyrighted Works in the current operation of their clinics in Florida, Louisiana and Hawaii, utilizing the Well Cell Copyrighted Works and other intellectual property belonging to Well Cell as set forth in the Insulinic Press Release and on Insulinic's website.

52. As a direct and proximate result of the Defendants' infringing conduct alleged herein, Well Cell has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. On information and belief, unless Defendants' infringing conduct is enjoined by this Court, Defendants will continue to infringe the Well Cell Copyrighted Works. Plaintiff therefore is entitled to preliminary and permanent injunctive relief restraining and enjoining Defendants' ongoing infringing conduct.

53. By reason of the copyright infringement described above, Well Cell is entitled to its actual damages and to Defendants' profits attributable to their misappropriation of Well Cell's protected works, in an amount to be proved at trial, and all other relief allowed under the Copyright Act.

54. Well Cell also seeks the recovery of its attorneys' fees and costs in pursuing this action against Defendants, as authorized in 17 U.S.C. § 505.

55. In the alternative, at the election of Well Cell, at the time of trial, it is entitled to recover from Defendants statutory damages as set forth in 17 U.S.C. § 504 of up to \$150,000.00 per copyright infringed for Defendants' willful copyright infringement, plus attorneys' fees and costs.

B. CONTRIBUOTRY COPYRIGHT INFRIGEMENT

56. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

57. Upon information and belief, all Defendants used and copied the Well Cell Copyrighted Works without Well Cell's permission.

58. Upon information and belief, all Defendants' unauthorized use of the Well Cell Copyrighted works was done so that Defendants would be able to take, for their own profit and advantage, the Well Cell Copyrighted Works.

59. Upon information and belief, all Defendants induced, participated, and aided and abetted in, and profited from, the use and copying of the Well Cell Copyrighted Works.

60. By reason of the foregoing copying, all Defendants used, copied or aided and assisted in the use and copying of the Well Cell Copyrighted Works without permission of Well Cell, which is an infringement of Well Cell's copyrights.

61. In stealing the Well Cell Copyrighted Works, the Defendants willfully and intentionally sought to appropriate Well Cell's hard work and significant financial investment in the intellectual property for their own profit without bearing the cost of developing or purchasing their own work product.

62. Well Cell has suffered actual damages as a direct and proximate result of Defendants' wrongful actions set forth herein. Well Cell seeks recovery of all profits of Defendants plus all losses of Well Cell, the exact sum to be proven at the time of trial.

63. Well Cell also seeks the recovery of its attorneys' fees and costs in pursuing this action against Defendants as authorized in 17 U.S.C. § 505.

64. In the alternative, at the election of Well Cell, at the time of trial, it is entitled to recover from Defendants statutory damages as set forth in 17 U.S.C. § 504 of up to \$150,000.00 per copyright infringed for Defendants' willful copyright infringement, plus attorneys' fees and costs.

C. PATENT INFRINGEMENT

65. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

66. This is an action for infringement of Plaintiff's United States Patent Nos. 9,654,595 and 10,533,990 B2 under the Patent Act, 35 U.S.C. § 271, based on Defendants' unauthorized commercial manufacture, use, importation, offer for sale, and sale of insulin infusion pumps, kits, and IV tubing infusion cassettes, in the United States in violation of 35 U.S.C. § 271(a).

67. United States Patent Number 9,652,595 ("**the 595 Patent**"), entitled "kit that improves impaired hepatic glucose processing in patients," was duly and legally issued on May 16, 2017, and names Hunter Michael Alan Carr, Scott Hepford, and Carol Ann Wilson, as the inventors.⁷

68. The 595 Patent claims, among other things, to be a kit for individualized intravenous exogenous insulin-based therapy, which includes portable data storage in communication with a client device processor. The data storage can have computer instructions, a database of metabolic factors, a library of weight management protocols, a diabetic treatment model, and a library of care plan templates. The kit for individualized intravenous exogenous insulin-based therapy includes a blood glucose meter, a plurality of intravenous catheters fluidly engageable with a fluid source, and a plurality of metabolic enhancements.

⁷ Attached as Exhibit "8" is a true and correct copy of the 595 Patent.

69. United States Patent Number 10,533,990 B2 (the “**990 Patent**”), entitled “physiologic insulin-sensitivity improvement,” was duly and legally issued on January 14, 2020, and names Hunter Michael Alan Carr, Scott Hepford, Carol Ann Wilson, and Stanley Tories Lewis, Jr., as the inventors.⁸

70. The 990 Patent claims, among other things, to constitute an individualized intravenous exogenous insulin-based therapy for infusing insulin intravenously to a subject or a patient to improve impaired hepatic glucose processing. The therapy includes treatment sessions involving the assessment of metabolic factors, forming a subject profile, and matching the subject profile to a diabetic treatment model. Using the diabetic treatment model, a quantity and frequency of intravenous insulin bolus, dosage amounts of magnesium, and dosage amounts of potassium can be calculated. The methods that improve impaired hepatic glucose processing in subjects and patients can simultaneously introduce separated insulin bolus from an insulin reservoir, dosage amounts of magnesium, and dosage amounts of potassium. The subject profile can create a weight management protocol that uses a metabolic enhancement, wherein the individualized intravenous exogenous insulin – based therapy produces a subject or a patient with improved cellular ATP functioning.

71. The 595 Patent and the 990 Patent were assigned to Diabetes Relief LLC. Well Cell specifically bought all rights to the 595 Patent and the 990 Patent when it purchased the assets of Diabetes Relief LLC for millions of dollars on or about July 24, 2020.

72. At all times relevant hereto, Well Cell was and is the owner of the entire right, title, and interest in the 595 Patent and the 990 Patent.

⁸ Attached as Exhibit “9” is a true and correct copy of the 990 Patent.

73. Well Cell holds an exclusive license under the 595 Patent and the 990 Patent, including the right to sublicense, make, have made, use, develop, have developed, offer for sale, sell and import products covered by the 595 Patent and the 990 Patent, and the right to assert, defend, maintain and enforce the 595 Patent and the 990 Patent.

74. Upon information and belief, Defendants have and continue to infringe upon the 595 Patent and the 990 Patent by making, having made, using, and selling, and offering for sale insulin infusion pumps, kits, and IV tubing infusion cassettes in the United States and importing into the United States insulin infusion pumps and IV tubing infusion cassettes that embody or use the inventions claimed in the 595 Patent and the 990 Patent. The insulin infusion pumps and IV tubing infusion cassettes being utilized by Defendants infringe upon the 990 Patent because they deliver individualized intravenous exogenous insulin-based therapy for infusing insulin intravenously to a subject or a patient to improve impaired hepatic glucose processing. The insulin infusion pumps, kits and IV tubing infusion cassettes being utilized by Defendants infringe upon the 595 Patent because they utilize software that includes portable data storage in communication with a client device processor, which has computer instructions, a database of metabolic factors, a library of weight management protocols, a diabetic treatment model, and a library of care plan templates. The insulin infusion pumps, kits and IV tubing infusion cassettes being utilized by Defendants infringe upon the 595 Patent because they contain individualized intravenous exogenous insulin-based therapy, including a blood glucose meter, a plurality of intravenous catheters fluidly engageable with a fluid source, a plurality of metabolic enhancements, and mixing the plurality of boluses from 4 to 8 minutes.

75. Upon information and belief, Defendants have been and are inducing infringement of the 595 Patent and the 990 Patent in violation of 35 U.S.C. § 271(b) by actively and knowingly inducing others to make, use, sell, offer for sale, or import insulin infusion pumps, kits, and IV

tubing infusion cassettes that embody or use the inventions claimed in the insulin infusion pumps, kits, and IV tubing infusion cassettes. Specifically, Insulinic's website and the Insulinic Press Release evidence that Defendants are marketing to practitioners that they can utilize their insulin infusion pumps, kits, and IV tubing infusion cassettes for diabetes testing and management for their patients at their centers in Louisiana, Florida and Hawaii.⁹

76. Upon information and belief, Defendants have been and are continuing to infringe the 595 Patent and the 990 Patent, actively and knowingly, by selling or offering to sell insulin infusion pumps, kits, and IV tubing infusion cassettes, knowing them to be especially made or especially adapted for practicing the invention of the 595 Patent and the 990 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use in violation of 35 U.S.C. § 271(c). Specifically, Insulinic LA and Insulinic FL entered into License Agreements with WCS, (an affiliate of Well Cell, who was granted a master license to the 595 Patent and the 990 Patent in order to issue sublicenses to domestic users), to use and have the right to sell or offer for sale Well Cell's insulin infusion pumps, kits, and IV tubing infusion cassettes. WCS and Well Cell terminated the License Agreements with Insulinic LA and Insulinic Hialeah effective July 19, 2022. However, Defendants continued to use, market, sell, and offer for sale the insulin infusion pumps, kits, and IV tubing infusion cassettes after termination of the agreements and the parties' business relationship. WCS and WGS sent Defendants a letter on September 7, 2022 confirming the termination of the License Agreements and requesting that Defendants immediately cease and desist from all infringing conduct.¹⁰ Yet, Defendants continue to use, market, sell, and offer for sale infringing products that have no non-infringing use to this day.

⁹ See Exhs. 3 and 5.

¹⁰ See Exhibit 7.

77. Upon information and belief, Defendants have been and are infringing, contributing to the infringement of, and inducing the infringement of the 595 Patent and the 990 Patent by making, using, selling, or offering for sale in the United States, or importing into the United States, including within this judicial district, insulin infusion pumps, kits, and IV tubing infusion cassettes.

78. Defendants have known of the existence of the 595 Patent and the 990 Patent, and their acts of infringement have been willful and in reckless disregard for the 595 Patent and the 990 Patent, without any reasonable basis for believing that they had a right to engage in the infringing conduct.

79. Defendants' infringement has been, and continues to be knowing, intentional, and willful.

80. As a direct and proximate result of the Defendants' infringing conduct alleged herein, Well Cell has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. On information and belief, unless Defendants' infringing conduct is enjoined by this Court pursuant to 35 U.S.C. § 283, Defendants will continue to infringe the 595 Patent and the 990 Patent. Plaintiff therefore is entitled to preliminary and permanent injunctive relief restraining and enjoining Defendants' ongoing infringing conduct.

81. In infringing upon the 595 Patent and the 990 Patent, Defendants willfully and intentionally sought to misappropriate Well Cell's intellectual property for their own profit without bearing the cost of developing or purchasing their own technology. Well Cell's intellectual property is worth millions of dollars and Defendants sought to realize the same profit without investing the same amount of time, money, and creative thought, and to take away potential profits away from Well Cell that it would have realized but for Defendants' wrongful acts.

82. Well Cell has sustained, and will continue to sustain, substantial damage to the value of the 595 Patent and the 990 Patent in that the previously described activities of Defendants have

diminished and will continue to diminish the revenues that Well Cell would otherwise receive for use of and license of the 595 Patent and the 990 Patent. In addition, Defendants have realized unlawful and unjust profits from their unauthorized and illegal use, sale, and offer for sale of the infringing products.

83. By reason of the patent infringement described above, Well Cell is entitled to its actual damages and to Defendants' profits attributable to their misappropriation of Well Cell's protected works pursuant to 35 U.S.C. § 284, in an amount to be proved at trial, and all other relief allowed under the Patent Act.

84. This case is exceptional and, therefore, Plaintiff is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

D. VIOLATIONS OF THE DEFEND TRADE SECRETS ACT

85. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

86. Well Cell possessed trade secrets in the form of business contacts, including clients, physicians, vendors, investors, borrowers, lenders, agents, brokers, banks, lending corporations, buyers, and sellers (collectively, "**the Contacts**").

87. The Contacts were developed through extensive time, labor, skill, and money, such that they are proprietary and valuable, and are not easily duplicated or readily ascertainable by the public or competitors.

88. The Contacts had significant economic value that derived from the fact that their collective contact information was not generally known or readily ascertainable by third parties, including Well Cell's competitors. If the company's competitors had access to this information, they would be able to profit without undertaking the significant efforts and financial investments that Well

Cell undertook over the years to discover, meet with, interview, and do business with the Contacts and then to compile the information.

89. Well Cell has in place reasonable measures to protect the secrecy of its trade secrets. For example, Well Cell had Defendant Calvit, who is the principal member behind Defendants Insulinic LA, Insulinic FL, and Insulinic HI, sign a Non-Disclosure Agreement requiring that he keep all confidential information revealed to him pursuant to the agreement “confidential” and not “disclose, reveal, or make use of any information ... nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.” Well Cell’s trade secrets were only shared with individuals under confidentiality agreements.

90. Well Cell’s trade secrets are related to products and/or services used in, and intended for use in, interstate commerce. The Contacts were shared with Defendant Calvit between the states of Texas, Louisiana, Florida, and Hawaii and the Contacts themselves consist of individuals and entities in the states of Texas, Louisiana, Florida, Hawaii and other states, and were developed through the interstate activity of Well Cell. Well Cell sought investments and clients from around the country, and sought to develop licensing agreements for diabetes clinics that would market and sell Well Cell’s products across state lines.

91. Well Cell disclosed the Contacts to Defendant Calvit under the context of the Non-Disclosure Agreement and Defendant Calvit took the Contacts for himself and his other business entities without Well Cell’s consent, and in violation of his duties under the Non-Disclosure Agreement to compete with Well Cell after the termination of the parties’ business relationships. Defendant Calvit misappropriated the Contacts for his own benefit to open a new competing business in Hawaii. Defendant Calvit, in concert with Defendants Desgraves and Elliot, stole the contact information of physician, vendors, and investors to run their competing business, Insulinic

HI. Defendants Calvit, Desgraves, and Elliot also used the Contacts to run their competing businesses Insulinic LA and Insulinic FL.

92. Well Cell did not know what Defendants were doing and Defendants knew that Well Cell was unaware of their unlawful conduct. Accordingly, Defendants misappropriated Well Cell's trade secrets.

93. Defendants knew that they did not have Well Cell's consent to do so, and Mr. Calvit knew that he was violating his duties under the Non-Disclosure Agreement.

94. Well Cell has suffered, and will continue to suffer, irreparable harm for which monetary damages are inadequate as a direct and proximate result of Defendants' misappropriation of its trade secrets.

95. Well Cell has also suffered losses as a direct and proximate result of Defendants' actions in the form of lost profits that Well Cell would have gained but more Defendants' misappropriation of trade secrets for use in their competing businesses, and damage to the value of their trade secrets, among other direct and consequential damages.

96. Defendants misappropriated Well Cell's trade secrets willfully and maliciously, thus Well Cell requests an award of exemplary damages in an amount equal to twice the award of any other monetary damages pursuant to 18 U.S.C. § 1836(b)(3)(C).

97. Defendants misappropriated Well Cell's trade secrets willfully and maliciously, thus Well Cell requests its reasonable attorney's fees in this action pursuant to 18 U.S.C. § 1836(b)(3)(D).

E. VIOLATIONS OF THE TEXAS UNIFORM TRADE SECRETS ACT

98. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

99. Well Cell possessed trade secrets in the form of the Contacts.

100. The Contacts were developed through extensive time, labor, skill, and money, such that they are proprietary and valuable, and are not easily duplicated or readily ascertainable by the public or competitors.

101. The Contacts had significant economic value that derived from the fact that their collective contact information was not generally known or readily ascertainable by third parties, including Well Cell's competitors. If the company's competitors had access to this information, they would be able to profit without undertaking the significant efforts and financial investments that Well Cell undertook over the years to discover, meet with, interview, and do business with the Contacts and then to compile the information.

102. Well Cell has in place reasonable measures to protect the secrecy of its trade secrets. For example, Well Cell had Defendant Calvit, who is the principal member behind Defendants Insulinic LA, Insulinic FL, and Insulinic HI, sign a Non-Disclosure Agreement requiring that he keep all confidential information revealed to him pursuant to the agreement "confidential" and not "disclose, reveal, or make use of any information ... nor to do business with any of the revealed contacts without the written consent of the introducing party or parties." Well Cell's trade secrets were only shared with individuals under confidentiality agreements.

103. Well Cell disclosed the Contacts to Defendant Calvit under the context of the Non-Disclosure Agreement and Defendant Calvit took the Contacts for himself and his other business entities without Well Cell's consent, and in violation of his duties under the Non-Disclosure Agreement to compete with Well Cell after the termination of the parties' business relationships. Defendant Calvit misappropriated the Contacts for his own benefit to open a new competing business in Hawaii. Defendant Calvit, in concert with Defendants Desgraves and Elliot, stole the contact information of physician, vendors, and investors to run their competing business,

Insulinic HI. Defendants Calvit, Desgraves, and Elliot also used the Contacts to run their competing businesses Insulinic LA and Insulinic FL.

104. Well Cell did not know what Defendants were doing and Defendants knew that Well Cell was unaware of their unlawful conduct. Accordingly, Defendants misappropriated Well Cell's trade secrets.

105. Defendants knew that they did not have Well Cell's consent to do so, and Mr. Calvit knew that he was violating his duties under the Non-Disclosure Agreement.

106. Well Cell has suffered, and will continue to suffer, irreparable harm for which monetary damages are inadequate as a direct and proximate result of Defendants' misappropriation of its trade secrets.

107. Well Cell has also suffered losses as a direct and proximate result of Defendants' actions in the form of lost profits that Well Cell would have gained but more Defendants' misappropriation of trade secrets for use in their competing businesses, and damage to the value of their trade secrets, among other direct and consequential damages.

108. Defendants misappropriated Well Cell's trade secrets willfully and maliciously, thus Well Cell requests an award of exemplary damages in an amount equal to twice the award of any other monetary damages pursuant to Tex. Civ. Prac. & Rem. Code § 134A.004.

109. Defendants misappropriated Well Cell's trade secrets willfully and maliciously, thus Well Cell requests its reasonable attorney's fees in this action pursuant to Tex. Civ. Prac. & Rem. Code § 134A.005.

F. UNFAIR COMPETITION IN VIOLATION OF TEX. BUS. & CODE § 17.46

110. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

111. In violation of Texas Business and Commerce Code § 17.46, Defendants have engaged in unfair competition by operating the Infringing Clinics and Infringing Website in such a manner as to cause confusion and misunderstanding as to the source, sponsorship, approval, or certification of the Infringing Clinics and Infringing Website and/or causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another with respect to their Infringing Clinics and Infringing Website.

112. As a direct and proximate result of Defendant's unfair competition, Plaintiff has suffered irreparable harm to the Well Cell IP and its reputation in the industry. Unless Defendants' conduct is restrained, Plaintiff will continue to be irreparably harmed.

113. Plaintiff has no adequate remedy at law that will compensate it for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

114. As a direct and proximate result of Defendants' unfair competition, Plaintiff has suffered damages, including lost profits and damages to the valuable Well Cell IP and other damages in an amount to be proved at trial.

G. UNFAIR COMPETITION IN VIOLATION OF TEXAS COMMON LAW

115. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

116. Defendants' acts as alleged herein constitute infringement and are likely to cause confusion and/or deceive consumers into falsely believing that there exists an affiliation, connection, or association between the Infringing Clinics and Well Cell. These acts also constitute unfair competition.

117. Defendants' acts as alleged herein have caused and will continue to cause Well Cell irreparable harm for which Well Cell has no adequate remedy at law, in that (i) Well Cell has

unique and valuable property rights in the Well Cell IP; (ii) Defendants' patent infringement, copyright infringement, and trade secret misappropriation constitutes a substantial interference with Well Cell's goodwill and customer relationships; and (iii) Defendants' activities, and the harm resulting to Well Cell, continues. Therefore, Well Cell is entitled to preliminary and permanent injunctive relief.

H. UNFAIR COMPETITION BY MISAPPROPRIATION IN VIOLATION OF TEXAS COMMON LAW

118. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

119. The acts complained of herein constitute unfair competition by misappropriation, in violation of the common law of the State of Texas and elsewhere.

120. Well Cell created the Well Cell IP and the goods and services on which they are authorized to appear in the United States through extensive time, labor, skill, and money.

121. Defendants' use of the Well Cell IP in its unauthorized Infringing Clinics and Infringing Website creates competition with Well Cell, thereby conferring Defendants with a special advantage in that competition because Defendants are burdened with little or none of the expense incurred by Well Cell.

122. As a direct and proximate result of Defendants' unfair competition, Well Cell has suffered irreparable harm to the valuable Well Cell IP and its reputation in the industry. Unless Defendants' conduct is restrained, Well Cell will continue to be irreparably harmed.

123. Plaintiff has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Defendants' acts are allowed to continue.

124. As a direct and proximate result of Defendants' unfair competition, Well Cell has suffered damages, including lost profits and damages to the valuable Well Cell IP and other damages in an amount to be proved at trial.

I. UNJUST ENRICHMENT IN VIOLATION OF TEXAS COMMON LAW

125. Well Cell hereby restates and re-alleges every fact and allegation set forth in the preceding paragraphs and hereby incorporates them by reference as if fully set forth herein.

126. By operating the Infringing Clinics and Infringing Website bearing Plaintiff's valuable Well Cell IP, Defendants have been unjustly enriched to Plaintiff's detriment in violation of the common law of Texas and elsewhere.

127. Under principles of equity, Plaintiff is entitled to damages, restitution and/or disgorgement of Defendants' ill-gotten gains.

VI. JURY DEMAND

128. Under Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff respectfully requests a trial by jury on all issues so triable.

VII. PRAYER

WHEREFORE, Plaintiff Well Cell Global LLC requests that Defendants be cited to appear and answer, and that on final trial, Plaintiff have the following judgement:

1. That Defendants have violated Section 501 of the Copyright Act (17 U.S.C. § 501)
2. Granting an injunction temporarily, preliminarily, and permanently enjoining the Defendants, their employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation

with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:

- a. manufacturing, distributing, marketing, advertising, promoting, displaying, performing, or selling or authorizing any third party to manufacture, distribute, market, advertise, promote, display, perform, or sell any infringing content and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Well Cell Copyrighted Works;
 - b. reproducing, distributing, performing, or publicly displaying the Well Cell Copyrighted Works, creating any derivative works based on the Well Cell Copyrighted Works, or engaging in any activity that infringes Plaintiff's rights in its Well Cell Copyrighted Works;
 - c. aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraphs (a) or (b).
 - d. and requiring Defendants to immediately and permanently remove all infringing content from the Insulinic website insulnic.com and the Insulinic Press Release;
 - e. to issue a public retraction of the Insulinic Press Release in all news media where it was original shared, copied, or reproduced stating that it contained content that infringed on the Well Cell Copyrighted Works.
3. That Defendants be required to provide a full accounting to Well Cell for all profits derived from their use and display of the Well Cell Copyrighted Works and their production, reproduction, and preparation of derivative works based on, distribution,

and display of the Well Cell Copyrighted Works in all media, from all sources, worldwide;

4. That Defendants be ordered to pay Well Cell all damages, including future damages, that Well Cell has sustained or will sustain as a result of the acts complained of herein, and that Well Cell be awarded any profits derived by Defendants as a result of said acts, or as determined by said accounting;
5. that Defendants be ordered to destroy or deliver up for destruction all materials in Defendants' possession, custody, or control used by Defendants in connection with Defendants' infringing conduct, including without limitation all remaining copies of work containing infringing content and any products and works that embody any reproduction or other copy or colorable imitation of the Well Cell Copyrighted Work, as well as all means for manufacturing them.
6. That Defendants, at its own expense, be ordered to recall any products or materials containing infringing content from any distributors, retailers, vendors, or others that have distributed them on Defendants' behalf, and any products, works or other materials that include, copy, are derived from, or otherwise embody the Well Cell Copyrighted Work, and that Defendants be ordered to destroy or deliver up for destruction all materials returned to it.
7. Adjudging that Defendants have infringed, actively induced infringement of, and contributorily infringed the 595 Patent and the 990 Patent, in violation of 35 U.S.C. § 271(a), (b), and (c).
8. Granting an injunction temporarily, preliminarily, and permanently enjoining Defendants, their employees, agents, officers, directors, attorneys, successors,

- affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons or entities from infringing, contributing to the infringement of, or inducing infringement of the 595 Patent and the 990 Patent.
9. Ordering Defendants to account and pay damages adequate to compensate Plaintiff for Defendants' infringement of the 595 Patent and the 990 Patent, including for any infringing acts not presented at trial and pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284.
 10. Ordering an accounting for any infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales.
 11. Ordering that the damages award for the patent infringements be increased up to three times the actual amount assessed, pursuant to 35 U.S.C. § 284.
 12. Declaring this case exceptional and awarding Plaintiff its reasonable attorney fees, pursuant to 35 U.S.C. § 285.
 13. Granting an injunction temporarily, preliminarily, and permanently enjoining the Defendants, their employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from disclosing Well Cell's trade secrets, including the Contacts pursuant to Tex. Civ. Prac. & Rem. Code § 134A.003 and 18 U.S.C. § 1836(b)(3)(A).
 14. Judgment be entered against Defendants and in favor of Well Cell for its actual damages on all of its claims.
 15. Lost profits

16. Exemplary damages.
17. Pre-judgment interest as provided by law.
18. Post-judgment interest as provided by law.
19. Reasonable attorneys' fees.
20. Costs of suit.
21. All other relief to which Well Cell may show itself entitled, either at law or in equity,
either general or special, under the facts set forth in its claims.

Dated: September 8, 2022.

Respectfully submitted,

By: /s/ Lema Barazi
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