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US, Inc., and Viora, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

HYDRAFACIAL LLC, formerly
known as EDGE SYSTEMS LLC, a
California limited liability company,

Plaintiff,

v.

SINCLAIR PHARMA LIMITED,
SINCLAIR PHARMA US, INC., and
VIOIRA, INC.,

Defendants.

Case No. 2:24-CV-06250-MEMF-MAR

**DEFENDANT SINCLAIR
PHARMA LIMITED'S
OBJECTIONS AND RESPONSES
TO PLAINTIFF'S
INTERROGATORIES, SET ONE**

Judge: Hon. Maame Ewusi-Mensah
Frimpong

Complaint Filed: July 24, 2024

*Sinclair Pharma Limited, et al. v.
HydraFacial LLC
IPR2025-00145
HydraFacial Ex. 2174*

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1 **PROPOUNDING PARTY:** Plaintiff HYDRAFACIAL LLC

2 **RESPONDING PARTY:** Defendant SINCLAIR PHARMA LIMITED

3 **SET NO.:** ONE (1)

4 Defendant SINCLAIR PHARMA LIMITED (“Sinclair UK” or “Defendant”)
5 hereby provides the following responses to Plaintiff HYDRAFACIAL LLC’s
6 (“Plaintiff”) Interrogatories, Set One.

7 **PRELIMINARY STATEMENT**

8 Defendant has not completed discovery, investigation, and preparation for trial
9 in this matter as of the date of this response to Plaintiff’s interrogatories. The
10 responses and objections contained herein are based only upon such information and
11 documents as are currently available and specifically known to Defendant, or upon
12 information of which Defendant is aware upon on information and belief, and is
13 provided without prejudice to Defendant’s right to introduce other and further facts,
14 documents, or things which they might discover or upon which Defendant may
15 subsequently come to rely at the time of trial.

16 It is anticipated that further investigation, discovery, legal research, and
17 analysis may supply additional facts, documents, or other things, add meaning to
18 known facts, and establish entirely new factual conclusions and legal contentions, all
19 of which may lead to subsequent additions or changes in and variations from the
20 responses set forth herein. Defendant reserves the right to amend or alter these
21 responses in the future pursuant to future discovery and investigation, but is under no
22 obligation to do so. In the event future discovery and investigation reveal facts which
23 are presently unknown to Defendant, Defendant reserves the right to make
24 contentions and to rely upon such facts at trial, and is under no obligation to provide
25 such further facts to Plaintiff unless specifically requested by Plaintiff at a future date
26 to do so.

27 Defendant’s responses herein are for the purpose of discovery only, and the
28 responses are not an admission or acceptance that any response or fact set forth herein

1 is relevant and/or admissible as evidence at the time of trial or at any other hearing
2 in this case. Except for the explicit facts set forth herein, no admission of any nature
3 whatsoever is implied or should be inferred. The qualifying language contained in
4 this “Preliminary Statement” is hereby incorporated by reference into each of
5 Defendant’s responses herein.

6 The following responses are made solely for the purpose of this action. Each
7 response is subject to all objections as to competence, relevance, privilege,
8 materiality, propriety, admissibility, and any and all other objections and grounds
9 that would require the exclusion of any statement or document contained herein if
10 such information was testified to by a witness present in court.

11 **GENERAL OBJECTIONS**

12 As to each and every interrogatory, Defendant states the following:

13 A. Defendant objects to the definitions of “Defendant,” “Sinclair Pharma,”
14 “You,” and “Your,” to the extent those definitions include Defendant’s attorneys or
15 any other entity or person other than Sinclair UK, including parents, subsidiaries,
16 employees, affiliates, or agents. Defendant will respond to these Requests solely on
17 behalf of Sinclair UK.

18 B. To the extent that the interrogatories are intended to elicit privileged or
19 protected information, Defendant objects as to each interrogatory and asserts the
20 applicable privilege or protection to the fullest extent permitted by law, including but
21 not limited to the protections afforded by the attorney-client privilege, the work-
22 product privilege, and the joint defense privilege.

23 C. Defendant expressly reserves the right to object to further discovery into
24 the subject matter of any interrogatory or portion thereof.

25 D. Defendant objects to each interrogatory to the extent that it seeks
26 information in violation of Federal Rules of Civil Procedure and applicable local
27 rules, including the Local Patent Rules ascribed to by this Court, or the scheduling
28 order in this case.

1 E. Defendant objects to each interrogatory to the extent that it seeks
2 information equally available to Plaintiff or information that is not within
3 Defendant's possession, custody or control.

4 F. Defendant objects to the interrogatories to the extent that they are
5 intended to be and are overly broad, unduly burdensome and oppressive.

6 G. Defendant objects to each interrogatory to the extent it seeks
7 information that is not relevant to the subject matter of this action, and is not
8 proportional to the needs of the case.

9 H. Defendant objects to each request to the extent it seeks confidential
10 information or highly confidential, attorneys' eyes only information before a
11 protective order is entered in this case. To the extent Defendant has agreed to provide
12 responsive information to Plaintiff's requests that call for such information,
13 Defendant will do so only after the Court has entered a stipulated protective order.

14 Without waiving any of the foregoing General Objections, each of which
15 applies to each and every one of the individual responses set forth below and is
16 incorporated by this reference thereon (whether or not specifically stated in the
17 response), Defendant responds to the individual interrogatories as follows:

18 **RESPONSE TO INTERROGATORIES**

19 **INTERROGATORY NO. 1:**

20 Identify each Hydrodermabrasion Product, separately by release, version,
21 brand name, internal or project name, part number, model name, design number,
22 SKU code, and any other identifying means, that is, has been, or is intended to be
23 imported, sold for importation into the United States, and/or sold in the United States
24 by You or any third party, and identifying the persons at Sinclair Pharma most
25 knowledgeable about its design, structure, composition, function, and operation.

26 **RESPONSE TO INTERROGATORY NO. 1:**

27 In addition to its Preliminary Statement and General Objections, which are
28 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the

1 extent that it seeks information that is protected by and subject to the rules governing
2 any applicable privilege or protection, including but not limited to the attorney-client
3 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
4 UK further objects to this Interrogatory because it is compound and contains multiple
5 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
6 objects to this Interrogatory to the extent it seeks information belonging to third
7 parties or otherwise outside of the possession, custody, and control of Sinclair UK.
8 Sinclair UK objects to the definition of “Sinclair UK” to the extent that definition
9 includes Sinclair UK’s attorneys or any other entity or person other than Sinclair UK,
10 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
11 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK objects to this
12 Interrogatory as vague and ambiguous to the extent it is not clear what is meant by
13 “most knowledgeable.” Sinclair UK further objects to this Request to the extent it
14 seeks confidential or highly confidential attorneys’ eyes only information before the
15 Court has entered a protective order in this case. Sinclair UK further objects to this
16 Request as overly broad, unduly burdensome, irrelevant, and disproportionate to the
17 needs of the case to the extent it seeks information about any products other than the
18 Préime DermaFacial System.

19 Subject to and without waiving any of its General or Specific Objections,
20 Sinclair UK responds as follows:

21 The following table lists the part numbers for components of the Préime
22 DermaFacial System sold, sold for importation, and/or imported in the United States:

Part Number	Component Description
EMA-DF201	PREIME
EMA-40001	HAND PIECE FOR AQUA B
EMA-40006	HAND PIECE FOR VIBRO X

EMA-40007	HAND PIECE FOR MICRO T
EMA-40008	HAND PIECE FOR COLLAGEN +
EMA-40009	HAND PIECE FOR ULTRA B
290002208	PREIME STARTER KIT
MK-P-008	PREIME PATIENT FLYER
MK-P-006	PREIME B2C ROLLUP
200001742	PREIME MARKETING KIT (NEW)

Sinclair UK notes, however, that it is not responsible for the sale for importation, sale, or importation of the Préime DermaFacial System in the United States.

Sinclair UK reserves the right to alter, amend, and/or supplement this response as its investigation continues. Sinclair UK will supplement its responses and objections in accordance with applicable law and rules.

INTERROGATORY NO. 2:

For each of the Hydrodermabrasion Products, describe in detail its design and development, including describing the design goals that motivated the design and development process, identifying the date when the design and development work began, providing an overview of the work done to design and develop the Hydrodermabrasion Products, identifying and describing the role of each person involved in the design and development process, identifying and describing the role of each person involved in the design and development process, and identifying the persons at Sinclair Pharma most knowledgeable about the design and development of each Hydrodermabrasion Product.

RESPONSE TO INTERROGATORY NO. 2:

1 In addition to its Preliminary Statement and General Objections, which are
2 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
3 extent that it seeks information that is protected by and subject to the rules governing
4 any applicable privilege or protection, including but not limited to the attorney-client
5 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
6 UK further objects to this Interrogatory because it is compound and contains multiple
7 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
8 objects to this Interrogatory to the extent it seeks information belonging to third
9 parties or otherwise outside of the possession, custody, and control of Sinclair UK.
10 Sinclair UK objects to this Request as overbroad, unduly burdensome, and irrelevant
11 to the extent it seeks documents concerning products made and sold outside of the
12 United States and never imported or sold for importation into the United States, and
13 to the extent it seeks documents concerning products other than the Préime
14 DermaFacial System. Sinclair UK objects to this Interrogatory as vague and
15 ambiguous to the extent it is not clear what is meant by “most knowledgeable.”
16 Sinclair UK objects to the definition of “Sinclair UK” to the extent that definition
17 includes Sinclair UK’s attorneys or any other entity or person other than Sinclair UK,
18 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
19 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK further objects
20 to this Request to the extent it seeks confidential or highly confidential attorneys’
21 eyes only information before the Court has entered a protective order in this case.

22 Subject to and without waiving any of its General or Specific Objections,
23 Sinclair UK responds as follows:

24 Sinclair UK was not and is not involved in the design and development of the
25 Préime DermaFacial system. Instead, EMA Aesthetics, Ltd. (“EMA”) was
26 responsible for the design and development of the Préime DermaFacial system.
27 Accordingly, Sinclair UK has no relevant knowledge regarding the subject matter of
28 this Interrogatory.

1 Sinclair UK reserves the right to alter, amend, and/or supplement this response
2 as its investigation continues. Sinclair UK will supplement its responses and
3 objections in accordance with applicable law and rules.

4 **INTERROGATORY NO. 3:**

5 Separately for each of the Hydrodermabrasion Products, provide an index of
6 the final versions of Your non-duplicative technical drawings sufficient to
7 accurately describe the Hydrodermabrasion Products, including, for each drawing,
8 the drawing name, drawing number, drawing author(s), date issued, revision number,
9 and Bates numbers for drawings produced.

10 **RESPONSE TO INTERROGATORY NO. 3:**

11 In addition to its Preliminary Statement and General Objections, which are
12 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
13 extent that it seeks information that is protected by and subject to the rules governing
14 any applicable privilege or protection, including but not limited to the attorney-client
15 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
16 UK objects to this Interrogatory to the extent it seeks information belonging to third
17 parties or otherwise outside of the possession, custody, and control of Sinclair UK.
18 Sinclair UK objects to this Request as overbroad, unduly burdensome, and irrelevant
19 to the extent it seeks documents concerning products made and sold outside of the
20 United States and never imported or sold for importation into the United States, and
21 to the extent it seeks documents concerning products other than the Préime
22 DermaFacial System. Sinclair UK further objects to this Interrogatory on the grounds
23 that it is overly broad and unduly burdensome to the extent that it seeks information
24 that is disproportionate to the needs of the case. Sinclair UK further objects to this
25 Interrogatory to the extent that it seeks information in which the burden of
26 ascertaining or deriving the response is equally as burdensome for Sinclair UK as it
27 is for HydraFacial. Sinclair UK further objects to this Interrogatory as vague and
28 ambiguous to the extent it is not clear what is meant by the term “technical drawing.”

1 For example, Sinclair UK does not consider a user guide or user manual a “technical
2 drawing.” Sinclair UK objects to the definition of “Your” to the extent that definition
3 includes Sinclair UK’s attorneys or any other entity or person other than Sinclair UK,
4 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
5 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK further objects
6 to this Request to the extent it seeks confidential or highly confidential attorneys’
7 eyes only information before the Court has entered a protective order in this case.

8 Subject to and without waiving any of its General or Specific Objections,
9 Sinclair UK responds as follows:

10 Sinclair UK was not and is not involved in the design, development, or
11 manufacture of the Préime DermaFacial system and therefore does not possess
12 technical drawings concerning the Préime DermaFacial system. Accordingly,
13 Sinclair UK has no relevant knowledge regarding the subject matter of this
14 Interrogatory.

15 Sinclair UK reserves the right to alter, amend, and/or supplement this response
16 as its investigation continues. Sinclair UK will supplement its responses and
17 objections in accordance with applicable law and rules.

18 **INTERROGATORY NO. 4:**

19 For each model number of each of the Hydrodermabrasion Products,
20 provide the financial information relevant to sales of the Hydrodermabrasion
21 Products, including the date the model was first offered for sale in the United States,
22 the quantity sold in the United States in each quarter less returns, the revenue
23 generated by U.S. sales in each quarter less returns, and the average U.S. sales price
24 in each quarter.

25 **RESPONSE TO INTERROGATORY NO. 4:**

26 In addition to its Preliminary Statement and General Objections, which are
27 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
28 extent that it seeks information that is protected by and subject to the rules governing

1 any applicable privilege or protection, including but not limited to the attorney-client
2 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
3 UK objects to this Request as overbroad, unduly burdensome, and irrelevant to the
4 extent it seeks documents concerning products made and sold outside of the United
5 States and never imported or sold for importation into the United States, and to the
6 extent it seeks documents concerning products other than the Prème DermaFacial
7 System. Sinclair UK further objects to this Interrogatory because it is compound and
8 contains multiple discrete subparts, each of which counts as a separate interrogatory.
9 Sinclair UK objects to this Interrogatory to the extent it seeks information belonging
10 to third parties or otherwise outside of the possession, custody, and control of Sinclair
11 UK. Sinclair UK objects to this Interrogatory to the extent it seeks information that
12 is not relevant to the parties' claims or defenses. Sinclair UK further objects to this
13 Interrogatory on the grounds that it is vague and ambiguous, as it is unclear how to
14 interpret the scope of information and documents that are "relevant" to sales. Sinclair
15 UK further objects to this Request to the extent it seeks confidential or highly
16 confidential attorneys' eyes only information before the Court has entered a
17 protective order in this case.

18 Subject to and without waiving any of its General or Specific Objections,
19 Sinclair UK responds as follows:

20 Sinclair UK is not currently aware of relevant, responsive, nonprivileged, and
21 non work product documents in its possession, custody, and control.

22 Sinclair UK reserves the right to alter, amend, and/or supplement this response
23 as its investigation continues. Sinclair UK will supplement its responses and
24 objections in accordance with applicable law and rules.

25 **INTERROGATORY NO. 5:**

26 Separately, for each model number of each of the Hydrodermabrasion Products,
27 identify on a monthly basis Your itemized costs that You contend should be
28 deducted from the total revenue to calculate your total profits, gross profits, and net

1 profits associated with the sales of the Hydrodermabrasion Products and sales of
2 consumables for use in a hydrodermabrasion treatment performed by that
3 Hydrodermabrasion Product and identify the persons at Sinclair Pharma most
4 knowledgeable regarding Your response to this interrogatory.

5 **RESPONSE TO INTERROGATORY NO. 5:**

6 In addition to its Preliminary Statement and General Objections, which are
7 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
8 extent that it seeks information that is protected by and subject to the rules governing
9 any applicable privilege or protection, including but not limited to the attorney-client
10 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
11 UK further objects to this Interrogatory because it is compound and contains multiple
12 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
13 objects to this Request as overbroad, unduly burdensome, and irrelevant to the extent
14 it seeks documents concerning products made and sold outside of the United States
15 and never imported or sold for importation into the United States, and to the extent it
16 seeks documents concerning products other than the Préime DermaFacial System.
17 Sinclair UK objects to this Interrogatory to the extent it seeks information belonging
18 to third parties or otherwise outside of the possession, custody, and control of Sinclair
19 UK. Sinclair UK objects to the definition of “Your” to the extent that definition
20 includes Sinclair UK’s attorneys or any other entity or person other than Sinclair UK,
21 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
22 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK further objects
23 to this Request to the extent it seeks confidential or highly confidential attorneys’
24 eyes only information before the Court has entered a protective order in this case.

25 Subject to and without waiving any of its General or Specific Objections,
26 Sinclair UK responds as follows:

27 Sinclair UK is not currently aware of relevant, responsive, nonprivileged, and
28 non work product documents in its possession, custody, and control.

1 Sinclair UK reserves the right to alter, amend, and/or supplement this response
2 as its investigation continues. Sinclair UK will supplement its responses and
3 objections in accordance with applicable law and rules.

4 **INTERROGATORY NO. 6:**

5 Describe the circumstances relating to Your awareness of the Asserted Patents
6 prior to the filing of the Complaint, including identifying each person who was
7 aware of the Asserted Patents, how such individuals became aware of the Asserted
8 Patents, the date each such person became aware of the Asserted Patents, and any
9 actions taken by each such person upon becoming aware of the Asserted Patents,
10 including any testing, analysis, or attempts to design around the Asserted Patents.

11 **RESPONSE TO INTERROGATORY NO. 6:**

12 In addition to its Preliminary Statement and General Objections, which are
13 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
14 extent that it seeks information that is protected by and subject to the rules governing
15 any applicable privilege or protection, including but not limited to the attorney-client
16 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
17 UK further objects to this Interrogatory because it is compound and contains multiple
18 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
19 objects to this Interrogatory to the extent it seeks information that is not relevant to
20 any claim or defense available in this investigation. Sinclair UK objects to the
21 definition of “Your” to the extent that definition includes Sinclair UK’s attorneys or
22 any other entity or person other than Sinclair UK, including parents, subsidiaries,
23 employees, affiliates, or agents. Sinclair UK will respond to these Requests solely on
24 behalf of Sinclair UK. Sinclair UK further objects to this Request to the extent it
25 seeks confidential or highly confidential attorneys’ eyes only information before the
26 Court has entered a protective order in this case.

27 Subject to and without waiving any of its General or Specific Objections,
28 Sinclair UK responds as follows:

1 Sinclair UK became aware of the '052 Patent in February 2022. Sinclair UK
2 became aware of the '477 Patent, '641 Patent, and '642 Patent in October 2023.
3 Sinclair UK became aware of the '287 Patent in July 2024.

4 Sinclair UK reserves the right to alter, amend, and/or supplement this response
5 as its investigation continues. Sinclair UK will supplement its responses and
6 objections in accordance with applicable law and rules.

7 **INTERROGATORY NO. 7:**

8 Describe the circumstances relating to Your awareness prior to the filing
9 of the Complaint of HydraFacial including any of the following products: the
10 HydraFacial Tower, the HydraFacial Wave, the HydraFacial Core, the HydraFacial
11 Nectre, the HydraFacial Elite, the HydraFacial Allegro, the HydraFacial Syndeo, the
12 hydrodermabrasion handpiece for use with a HydraFacial system, and the
13 hydrodermabrasion tips for use with a HydraFacial system, including identifying
14 each person who was aware of the identified subject, the circumstances under which
15 such individuals became aware of the identified subject and describing any actions
16 taken by each such person upon becoming aware of the identified subject,
17 including any research, testing, or analysis related to the identified subject.

18 **RESPONSE TO INTERROGATORY NO. 7:**

19 In addition to its Preliminary Statement and General Objections, which are
20 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
21 extent that it seeks information that is protected by and subject to the rules governing
22 any applicable privilege or protection, including but not limited to the attorney-client
23 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
24 UK further objects to this Interrogatory because it is compound and contains multiple
25 discrete subparts, each of which counts as a separate interrogatory by seeking
26 information surrounding awareness about 9 different products and/or pieces. Sinclair
27 UK objects to this Interrogatory to the extent it seeks information concerning
28 products that do not embody the Asserted Patents and are thus not relevant to any

1 claim or defense in this case. Sinclair UK further objects to the phrase “any actions
2 taken” as vague and ambiguous to the extent it includes any actions other than
3 research, testing, or analysis and Sinclair UK will limit its understanding of this
4 phrase to those actions. Sinclair UK objects to the definition of “Your” to the extent
5 that definition includes Sinclair UK’s attorneys or any other entity or person other
6 than Sinclair UK, including parents, subsidiaries, employees, affiliates, or agents.
7 Sinclair UK will respond to these Requests solely on behalf of Sinclair UK. Sinclair
8 UK further objects to this Request to the extent it seeks confidential or highly
9 confidential attorneys’ eyes only information before the Court has entered a
10 protective order in this case.

11 Subject to and without waiving any of its General or Specific Objections,
12 Sinclair UK responds as follows:

13 Sinclair UK is still investigating a response to this Interrogatory and will
14 supplement as discovery progresses.

15 Sinclair UK reserves the right to alter, amend, and/or supplement this response
16 as its investigation continues. Sinclair UK will supplement its responses and
17 objections in accordance with applicable law and rules.

18 **INTERROGATORY NO. 8:**

19 Identify and describe any testing, evaluation, analysis, or examination of any
20 non-Sinclair UK product, component, or part involved in hydrodermabrasion
21 functionality or involved in treating the skin of an individual through mechanical
22 and/or fluid based abrasion or exfoliation by Sinclair UK or on Sinclair UK’s behalf,
23 including, without limitation:

24 (a) the name and model number of the product, component, or part;

25 (b) the date and manner in which the product, component, or part was
26 acquired;

27 (c) the identity of all persons who obtained or handled the product,
28 component, or part;

- 1 (d) the identity of all persons who participated in the testing, evaluation,
2 analysis or examination of the product, component, or part;
3 (e) each process step used in the testing, evaluation, analysis, or
4 examination of the product, component, or part; and
5 (f) the persons most knowledgeable such testing.

6 **RESPONSE TO INTERROGATORY NO. 8:**

7 In addition to its Preliminary Statement and General Objections, which are
8 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
9 extent that it seeks information that is protected by and subject to the rules governing
10 any applicable privilege or protection, including but not limited to the attorney-client
11 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
12 UK further objects to this Interrogatory because it is compound and contains multiple
13 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
14 further objects to this Interrogatory as premature to the extent it is inconsistent with
15 or seeks information prior to the deadlines under the Local Patent Rules, including
16 claim construction schedule, scheduling order in this case, or to the extent it seeks
17 expert testimony. Sinclair UK objects to this Interrogatory to the extent it seeks
18 information belonging to third parties or otherwise outside of the possession, custody,
19 and control of Sinclair UK. Sinclair UK objects to this Interrogatory as vague and
20 ambiguous to the extent it is not clear what is meant by “non-Sinclair UK product,
21 component, or part involved in hydrodermabrasion functionality or involved in
22 treating the skin of an individual through mechanical and/or fluid based abrasion or
23 exfoliation” and “most knowledgeable.” Specifically, it is unclear what the
24 parameters of responsive information is within the scope of these phrases. Sinclair
25 UK objects to the definition of “Sinclair UK” to the extent that definition includes
26 Sinclair UK’s attorneys or any other entity or person other than Sinclair UK,
27 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
28 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK further objects

1 to this Request to the extent it seeks confidential or highly confidential attorneys'
2 eyes only information before the Court has entered a protective order in this case.

3 Subject to and without waiving any of its General or Specific Objections,
4 Sinclair UK responds as follows:

5 Sinclair UK is not currently aware of any testing, evaluation, analysis, or
6 examination of any third-party products by Sinclair UK or on Sinclair UK's behalf.

7 Sinclair UK reserves the right to alter, amend, and/or supplement this response
8 as its investigation continues. Sinclair UK will supplement its responses and
9 objections in accordance with applicable law and rules.

10 **INTERROGATORY NO. 9:**

11 Identify each product which You contend is an acceptable non-infringing
12 alternative for the Accused Products.

13 **RESPONSE TO INTERROGATORY NO. 9:**

14 In addition to its Preliminary Statement and General Objections, which are
15 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
16 extent that it seeks information that is protected by and subject to the rules governing
17 any applicable privilege or protection, including but not limited to the attorney-client
18 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
19 UK further objects to this Interrogatory because it is compound and contains multiple
20 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
21 further objects to this Interrogatory as premature to the extent it is inconsistent with
22 or seeks information prior to the deadlines under the Local Patent Rules, scheduling
23 order in this case, or to the extent it seeks disclosure of early expert testimony.
24 Sinclair UK objects to the definition of "You" to the extent that definition includes
25 Sinclair UK's attorneys or any other entity or person other than Sinclair UK,
26 including parents, subsidiaries, employees, affiliates, or agents. Sinclair UK will
27 respond to these Requests solely on behalf of Sinclair UK. Sinclair UK further objects
28 to this Request to the extent it seeks confidential or highly confidential attorneys'

1 eyes only information before the Court has entered a protective order in this case.
2 Sinclair UK objects to this Request as overbroad, unduly burdensome, and irrelevant
3 to the extent it seeks documents concerning products made and sold outside of the
4 United States and never imported or sold for importation into the United States, and
5 to the extent it seeks documents concerning products other than the Préime
6 DermaFacial System.

7 Subject to and without waiving any of its General or Specific Objections,
8 Sinclair UK responds as follows:

9 Sinclair UK will identify what it contends is an acceptable noninfringing
10 alternative as discovery progresses.

11 Sinclair UK reserves the right to alter, amend, and/or supplement this response
12 as its investigation continues. Sinclair UK will supplement its responses and
13 objections in accordance with applicable law and rules.

14 **INTERROGATORY NO. 10:**

15 For each of the entities identified in the Amended Notice of Interested Parties,
16 ECF No. 47, describe in detail your relationship with such party, including when
17 Your relationship with the party first began, the role that party has in the
18 commercialization of any Hydrodermabrasion Product, the person at each party most
19 knowledgeable about the relationship between You and the party, and all documents
20 evidencing Your relationship with that party.

21 **RESPONSE TO INTERROGATORY NO. 10:**

22 In addition to its Preliminary Statement and General Objections, which are
23 incorporated herein by reference, Sinclair UK objects to the phrase “describe in
24 detail” to the extent it seeks information irrelevant to the parties’ claims or defenses
25 or disproportionate to the needs of the case. Sinclair UK further objects to this
26 Interrogatory as overly broad and unduly burdensome, and as seeking information
27 disproportionate to the needs of the case on grounds that it seeks the identification of
28 “all documents evidencing your relationship with that party.” Sinclair UK will

1 identify documents pursuant to Federal Rule of Civil Procedure 33(d) sufficient to
2 identify the entities' relationships as described herein. Sinclair UK objects to this
3 Request as overbroad, unduly burdensome, and irrelevant to the extent it seeks
4 documents concerning products made and sold outside of the United States and never
5 imported or sold for importation into the United States, and to the extent it seeks
6 documents concerning products other than the Préime DermaFacial System. Sinclair
7 UK further objects to this Request to the extent it seeks confidential or highly
8 confidential attorneys' eyes only information before the Court has entered a
9 protective order in this case.

10 Subject to and without waiving any of its General or Specific Objections,
11 Sinclair UK responds as follows:

12 Sinclair Pharma Limited is a non-governmental corporate party and a wholly
13 owned subsidiary of Huadong Medicine Aesthetics Investment (HongKong)
14 Limited, which is a wholly owned subsidiary of Huadong Medicine Investment
15 Holding (HongKong) Limited, which is a wholly owned subsidiary of Huadong
16 Medicine Co., Ltd. which is a publicly held corporation. None of these entities are
17 involved in the commercialization of the Préime DermaFacial System.

18 Sinclair Pharma US, Inc. is a non-governmental corporate party and a wholly
19 owned subsidiary of Sinclair Pharma Holdings Limited, which is a wholly owned
20 subsidiary of Sinclair Pharma Management Limited, which is a wholly owned
21 subsidiary of Sinclair Pharma Limited, which is a wholly owned subsidiary of
22 Huadong Medicine Aesthetics Investment (HongKong) Limited, which is a wholly
23 owned subsidiary of Huadong Medicine Investment Holding (HongKong) Limited,
24 which is a wholly owned subsidiary of Huadong Medicine Co., Ltd. which is a
25 publicly held corporation. None of these entities are involved in the
26 commercialization of the Préime DermaFacial System.

27 Viora, Inc. is a non-governmental corporate party and a wholly owned
28 subsidiary of Viora Ltd., which is a wholly owned subsidiary of Sinclair Pharma

1 Holdings Limited, which is a wholly owned subsidiary of Sinclair Pharma
2 Management Limited, which is a wholly owned subsidiary of Sinclair Pharma
3 Limited, which is a wholly owned subsidiary of Huadong Medicine Aesthetics
4 Investment (HongKong) Limited, which is a wholly owned subsidiary of Huadong
5 Medicine Investment Holding (HongKong) Limited, which is a wholly owned
6 subsidiary of Huadong Medicine Co., Ltd. which is a publicly held corporation. Other
7 than Viora, Inc., none of these entities are involved in the commercialization of the
8 Préime DermaFacial System.

9 EMA Aesthetics Management Ltd. is the manufacturer of the Préime
10 DermaFacial system, and has contractual indemnity obligations to Defendants.

11 Sinclair UK reserves the right to alter, amend, and/or supplement this response
12 as its investigation continues. Sinclair UK will supplement its responses and
13 objections in accordance with applicable law and rules.

14 **INTERROGATORY NO. 11:**

15 Describe in detail Your decision(s) to import into the United States, offer for
16 sale, and/or sell the Hydrodermabrasion Products, including any analyses of the
17 microdermabrasion or hydrodermabrasion markets prior to Your first sale of the
18 Hydrodermabrasion Products, any products with microdermabrasion and/or
19 hydrodermabrasion functionality You considered offering for sale, selling, or
20 importing into the United States prior to the first sale of any of the
21 Hydrodermabrasion Products, any risks identified with importing into the United
22 States, offering for sale, and/or selling the Hydrodermabrasion Products, and all
23 reasons for choosing the Hydrodermabrasion Products for sale, offering to sell,
24 and/or importation into the United States.

25 **RESPONSE TO INTERROGATORY NO. 11:**

26 In addition to its Preliminary Statement and General Objections, which are
27 incorporated herein by reference, Sinclair UK objects to this Interrogatory to the
28 extent that it seeks information that is protected by and subject to the rules governing

1 any applicable privilege or protection, including but not limited to the attorney-client
2 privilege, work product immunity doctrine, or any joint defense privilege. Sinclair
3 UK further objects to this Interrogatory because it is compound and contains multiple
4 discrete subparts, each of which counts as a separate interrogatory. Sinclair UK
5 objects to this Interrogatory to the extent it seeks information belonging to third
6 parties or otherwise outside of the possession, custody, and control of Sinclair UK.
7 Sinclair UK further objects to the phrase “products with microdermabrasion and/or
8 hydrodermabrasion functionality” as vague and ambiguous as it is not clear what
9 products are encompassed within the scope of responsive information to this
10 interrogatory. For the same reasons, Sinclair UK objects to this Interrogatory as
11 premature to the extent that it seeks information prior to any claim construction order
12 has been issued. Sinclair UK objects to this Request as overbroad, unduly
13 burdensome, and irrelevant to the extent it seeks documents concerning products
14 made and sold outside of the United States and never imported or sold for importation
15 into the United States, and to the extent it seeks documents concerning products other
16 than the Préime DermaFacial System. Sinclair UK objects to the definition of “Your”
17 to the extent that definition includes Sinclair UK’s attorneys or any other entity or
18 person other than Sinclair UK, including parents, subsidiaries, employees, affiliates,
19 or agents. Sinclair UK will respond to these Requests solely on behalf of Sinclair
20 UK. Sinclair UK further objects to this Request to the extent it seeks confidential or
21 highly confidential attorneys’ eyes only information before the Court has entered a
22 protective order in this case.

23 Subject to and without waiving any of its General or Specific Objections,
24 Sinclair UK responds as follows:

25 Sinclair UK does not import, offer to sell, or sell the Préime Dermafacial
26 System and has no relevant, nonprivileged responsive information to this
27 Interrogatory.

1 Sinclair UK reserves the right to alter, amend, and/or supplement this response
2 as discovery progresses. Sinclair UK will supplement its responses and objections in
3 accordance with applicable law and rules.
4

5 DATED: August 21, 2025

FOLEY & LARDNER LLP

Kevin J. Malaney
R. Spencer Montei
Ashley M. Koley
Jack T. Carroll

11 By: /s/ Ashley M. Koley

Ashley M. Koley
Attorneys for Defendants
Sinclair Pharma Limited,
Sinclair Pharma US, Inc., and
Viora, Inc.

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over
3 the age of 18 and not a party to this action; my current business address is 555 South
4 Flower Street, Suite 3300, Los Angeles, CA 90071-2418.

5 On August 21, 2025, I served the foregoing document described as:
6 **DEFENDANT SINCLAIR PHARMA LIMITED'S OBJECTIONS AND**
7 **RESPONSES TO PLAINTIFF'S INTERROGATORIES, SET ONE** on the
8 interested parties in this action as follows:

9 Ali S. Razai, Esq.
10 Benjamin J. Everton, Esq.
11 Christian D. Boettcher, Esq.
12 **MORGAN, LEWIS & BOCKIUS LLP**
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14 Costa Mesa, California 92626

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19 Additional Distribution Email

[MLB-Hydrafacial-
Sinclair@morganlewis.com](mailto:MLB-Hydrafacial-Sinclair@morganlewis.com)

20 [X] BY E-MAIL: Pursuant to express agreement between the Parties, I
21 electronically served the foregoing document via e-mail to the addressees
22 above at the e-mail addresses listed therein.

23 I declare under penalty of perjury that the above is true and correct.

24 Executed on August 21, 2025, at Los Angeles, California.

25 /s/ Ashley M. Koley
26 Ashley M. Koley