

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS**

Wound Healing Technologies Corp.,

Plaintiff,

v.

Solventum Corporation,

Defendant.

Case No.: 6:24-cv-00589-RP

JURY TRIAL DEMANDED

DEFENDANT’S ANSWER TO FIRST AMENDED COMPLAINT

Defendant Solventum Corporation (“Solventum”), by its attorneys, hereby responds to the First Amended Complaint for Patent Infringement (“Complaint”) filed by Wound Healing Technologies Corp., (“Plaintiff”) as follows:

All averments not expressly admitted are denied.

NATURE OF THE ACTION

1. This is an action for patent infringement under the laws of the United States, 35 U.S.C. §§ 100, et seq.

ANSWER: Solventum admits that the Complaint purports to allege claims for patent infringement pursuant to 35 U.S.C. § 100, *et seq.* Solventum denies that there is any merit to the action.

2. This action arises from Solventum’s (and its predecessor, 3M’s) import, manufacture, use, offer for sale, and sale in the United States of products – including wound dressing kits such as the “Snap Therapy System” and the “Prevena Therapy System” – that infringe at least one claim of Plaintiff’s patent.

ANSWER: The allegations in paragraph 2 state legal conclusions to which no answer is required. To the extent an answer is required, Solventum admits that it imports, offers for sale and sells wound dressing kits in the United States for the 3M™ Snap™ Therapy System and 3M™ Prevena™ Therapy System. Solventum admits that it manufactures in the United States certain wound dressings for the 3M™ Prevena™ Therapy System. Solventum denies all remaining allegations of Paragraph 2.

PARTIES

3. Wound Healing Technologies Corp. is a New York corporation having a principal place of business in Brooklyn, New York.

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint and, therefore, denies them.

4. Upon information and belief, Solventum is a Delaware corporation having a principal place of business in St. Paul, Minnesota.

ANSWER: Solventum admits that it is a Delaware Corporation having a principal place of business in St. Paul, Minnesota.

5. Upon information and belief, Solventum's predecessor entity, 3M Company ("3M") is a Delaware corporation having a principal place of business in St. Paul, Minnesota.

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint, which relate to a third party, and, therefore, denies them.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

ANSWER: Paragraph 6 contains legal conclusions to which no response is required. To the extent a response is deemed necessary, Solventum admits that Plaintiff purports to state a cause of action for patent infringement, and Solventum admits that this Court has jurisdiction for cases arising under federal patent law. Solventum denies that there is any merit to Plaintiff's allegations of patent infringement.

7. This Court has personal jurisdiction over Solventum because, upon information and belief, Solventum has availed itself of the rights and benefits of the laws of Texas, has derived substantial revenue from the sales of its products in Texas, has systemic and continuous business contacts with Texas, and/or has a principal place of business in this District and has committed at least some of the infringing acts alleged herein in Texas

ANSWER: Solventum does not dispute that it is subject to the Court's personal jurisdiction for purposes of this lawsuit. Solventum denies all remaining allegations of Paragraph 7.

8. This Court has personal jurisdiction over 3M because, upon information and belief, 3M has availed itself of the rights and benefits of the laws of Texas, has derived substantial revenue from the sales of its products in Texas, has systemic and continuous business contacts with Texas, and/or has a principal place of business in this District and has committed at least some of the infringing acts alleged herein in Texas.

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint, which relate to a third party, and, therefore, denies them.

9. Venue is proper as to Solventum pursuant to 28 U.S.C. §§ 1391 and 1400(b) at least because Solventum resides in this District and/or has committed acts of infringement in this

District and has a regular and established place of business in this District (including at a “Negative Pressure Wound Therapy” customer support location in San Antonio, Texas).

ANSWER: Solventum consents to venue in this district for purposes of this lawsuit. Solventum denies all remaining allegations of Paragraph 9.

10. Venue is proper as to 3M pursuant to 28 U.S.C. §§ 1391 and 1400(b) at least because 3M resides in this District and/or has committed acts of infringement in this District and has a regular and established place of business in this District (including at a “Negative Pressure Wound Therapy” customer support location in San Antonio, Texas).

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint, which relate to a third party, and, therefore, denies them.

THE PATENT IN SUIT

11. U.S. Patent No. 10,639,404 (the “’404 Patent;” copy attached as Exhibit A), entitled “Wound Dressing” was duly issued on May 5, 2020 and remains unexpired.

ANSWER: Solventum admits that the ’404 Patent is entitled “Wound Dressing.” Solventum further admits the issue date on the face of the patent is May 5, 2020. Solventum admits that what appears to be a true and correct copy of the ’404 Patent is attached to the Complaint as Exhibit A. Solventum lacks knowledge or information sufficient to form a belief as to the truth or accuracy of any remaining allegations set forth in Paragraph 11 of the Complaint and, therefore, denies them.

12. Plaintiff is the sole owner by assignment of all right, title, and interest in and to the ’404 Patent, including all right to recover for any and all infringement of the ’404 Patent.

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and, therefore, denies them.

THE ACCUSED PRODUCTS

13. Solventum imports, makes, uses, offers for sale, and/or sells products in the United States that infringe the '404 Patent. Solventum's predecessor, 3M, has likewise imported, made, used, offered for sale, and/or sold products in the United States that infringe the '404 Patent, and Solventum (by virtue of its "spin off" from 3M) has, upon information and belief, assumed all of 3M's liability for any such conduct.

ANSWER: Solventum admits that, with certain exceptions relating to liabilities not implicated by the Complaint, it has assumed all liabilities arising out of the business, operations, and activities of what was formerly 3M's HealthCare Business. Solventum denies all remaining allegations of Paragraph 13.

14. For example, as shown below, 3M has and Solventum has and continues to import, make, use, offer for sale, and/or sell products in the "Snap" product line (including the "Snap Therapy System," "Snap Advanced Dressing Kit," and model/product nos. SKTF20X20, SKTF10X10, and SKTF15X15) and the "Prevena" product line (including the "Prevena Therapy System" and model/product nos. PRE1001US, PRE1101US, PRE4001US, PRE3201US, PRE1121US, PRE3321US, and PRE3021US) (collectively, the "Accused Products").

ANSWER: Solventum admits that it imports, offers for sale, and sells in the United States product nos. SKTF20X20, SKTF10X10, SKTF15X15, PRE1001US, PRE1101US, PRE4001US, PRE3201US, PRE1121US, PRE3321US, and PRE3021US. Solventum denies all remaining allegations of Paragraph 14.

COUNT 1: INFRINGEMENT OF US PATENT NO. 10,639,404

15. Plaintiff repeats and realleges all previous paragraphs as if fully incorporated herein.

ANSWER: Solventum repeats its responses to each of the foregoing paragraphs and incorporates them herein by reference.

16. Each of Solventum and 3M infringe (or have infringed) one or more claims of the '404 Patent, including but not limited to claim 3, either literally or under the doctrine of equivalents, by making, using, selling, offering for sale, or importing into the U.S. the Accused Products.

ANSWER: Solventum denies the allegations of Paragraph 16.

17. The Accused Products embody each element of at least one of the claims of the '404 Patent, including claim 3.

ANSWER: Solventum denies the allegations of Paragraph 17.

18. By making, using, selling, offering for sale, and/or importing the Accused Products (which meet all the limitations of at least claim 3 of the '404 Patent), Solventum infringes the '404 Patent, in violation of 35 U.S.C. § 271(a).

ANSWER: Solventum denies the allegations of Paragraph 18.

19. By making, using, selling, offering for sale, and/or importing the Accused Products (which meet all the limitations of at least claim 3 of the '404 Patent), 3M infringes (or has infringed) the '404 Patent, in violation of 35 U.S.C. § 271(a).

ANSWER: Solventum denies the allegations of Paragraph 19.

20. For example, each of the Accused Products is (or includes) a wound dressing that includes a vacuum/drainage tube, including as shown below (annotated images of the Accused Products, identifying presence of drainage tube).

ANSWER: Paragraph 20 seeks admissions concerning the meaning and presence of components meeting the definition of certain claim terms, the constructions of which are legal conclusions for the Court to determine at a future date and, as such, no answer is required. To the extent an answer is required, Solventum denies that any of its products infringe any valid claims of the '404 Patent. Solventum denies all remaining allegations of Paragraph 20.

21. Each of the Accused Products includes a fluid-absorbing/transferring layer being in contact with the vacuum/drainage tube, including as shown below (annotated images of the Accused Products, identifying presence of fluid-absorbing/transferring layer which is in contact with a drainage tube).

ANSWER: Paragraph 21 seeks admissions concerning the meaning and presence of components meeting the definition of certain claim terms, the constructions of which are legal conclusions for the Court to determine at a future date and, as such, no answer is required. To the extent an answer is required, Solventum denies that any of its products infringe any valid claims of the '404 Patent. Solventum denies all remaining allegations of Paragraph 21.

22. Each of the Accused Products further includes a vapor sealant sheet formed from a hydrocolloid material, the vapor sealant sheet that overlies the fluid-absorbing/transferring layer, including as shown below (annotated images of the Accused Products, identifying presence of vapor sealant sheet overlying a fluid-absorbing/transferring layer).

ANSWER: Paragraph 22 seeks admissions concerning the meaning and presence of components meeting the definition of certain claim terms, the constructions of which are legal

conclusions for the Court to determine at a future date and, as such, no answer is required. To the extent an answer is required, Solventum denies that any of its products infringe any valid claims of the '404 Patent. Solventum denies all remaining allegations of Paragraph 22.

23. Each of the Accused Products further includes a tube-exit-sealant component for mechanically maintaining the vacuum/drainage tube's placement, including as shown below (annotated images of the Accused Products, identifying presence of tube-exit-sealant component that maintains the vacuum/drainage tube's placement).

ANSWER: Paragraph 23 seeks admissions concerning the meaning and presence of components meeting the definition of certain claim terms, the constructions of which are legal conclusions for the Court to determine at a future date and, as such, no answer is required. To the extent an answer is required, Solventum denies that any of its products infringe any valid claims of the '404 Patent. Solventum denies all remaining allegations of Paragraph 23.

24. This description is based on publicly available information and a reasonable investigation of the structure and operation of the Accused Products. Plaintiff reserves the right to modify this description, including, for example, on the basis of information about the Accused Products obtained during discovery.

ANSWER: Solventum lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 of the Complaint and, therefore, denies them.

25. On or about January 5, 2023, Plaintiff notified 3M in writing of the '404 Patent and informed 3M that the Accused Products infringed.

ANSWER: Solventum denies the allegations of Paragraph 25.

26. Upon information and belief, 3M has continued infringement of the '404 Patent – including in the manner described herein – since learning of the patent and the infringing nature of the Accused Products.

ANSWER: Solventum denies the allegations of Paragraph 26.

27. Upon information and belief, on or about April 1, 2024, 3M “spun off” Solventum as a separate entity.

ANSWER: Solventum admits the allegations of Paragraph 27.

28. Solventum – by virtue of its relationship and association with 3M – is likewise aware of the '404 Patent and the infringing nature of the Accused Products.

ANSWER: Solventum denies the allegations of Paragraph 28.

29. Yet, upon information and belief, Solventum has likewise continued infringement of the '404 Patent – including in the manner described herein – despite its knowledge of the patent and the infringing nature of the Accused Products.

ANSWER: Solventum denies the allegations of Paragraph 29.

30. Additionally, upon information and belief, by virtue of 3M’s “spin off” of Solventum, Solventum has assumed all liability 3M incurred (or may incur) as a result of any infringement of the '404 Patent.

ANSWER: Solventum admits that, with certain exceptions relating to liabilities not implicated by the Complaint, it has assumed all liabilities arising out of the business, operations, and activities of what was formerly 3M’s HealthCare Business. Solventum denies the remaining allegations of Paragraph 30.

31. Solventum and 3M also indirectly infringe (or have indirectly infringed) the '404 Patent within the United States by inducement under 35 U.S.C. § 271(b).

ANSWER: Solventum denies the allegations of Paragraph 31.

32. Since learning of the '404 Patent and the infringing nature of the Accused Products, and by failing to cease offering the Accused Products, each of Solventum and 3M has (or have) knowingly and intentionally induced others in this judicial district and throughout the U.S., including Solventum's and/or 3M's customers and/or ultimate end users, to directly infringe one or more claims of the '404 Patent such as claim 3.

ANSWER: Solventum denies the allegations of Paragraph 32.

33. 3M has done so, *inter alia*, by (1) providing instructions or information (including, for example, via promotional materials and videos such as those provided on 3M's website and/or on third-party platforms such as YouTube) that explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products in 3M's advertisements and other public content. As noted, upon information and belief, by virtue of 3M's "spin off" of Solventum, Solventum has assumed all liability incurred by 3M for any such conduct.

ANSWER: Solventum admits that, with certain exceptions relating to liabilities not implicated by the Complaint, it has assumed all liabilities arising out of the business, operations, and activities of what was formerly 3M's HealthCare Business. Solventum denies the remaining allegations of Paragraph 33.

34. Solventum has also done so, *inter alia*, by (1) providing instructions or information (including, for example, via promotional materials and videos such as those provided on Solventum's website and/or on third-party platforms such as YouTube) that explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products in Solventum's advertisements and other public content.

ANSWER: Solventum denies the allegations of Paragraph 34.

35. Upon information and belief, Solventum and 3M also indirectly infringe (or have indirectly infringed) the '404 Patent by contributing to the direct infringement of customers and/or ultimate end users of the Accused Products under 35 U.S.C. § 271(c) by offering to sell, selling, and/or importing into the United States a component of the Accused Products that constitutes a material part of the inventions, including at least accessories sold for use with the “Snap Therapy System” and the “Prevena Therapy System” (including model/product nos. PRE1055US, PRE1155US, PRE4055US, PRE3255US, and PRE9090) (collectively, the “Accused Accessories”).

ANSWER: Solventum denies the allegations of Paragraph 35.

36. Upon information and belief, each of Solventum and 3M knows (or knew) the Accused Accessories to be especially made or especially adapted for use in an infringement of the '404 Patent.

ANSWER: Solventum denies the allegations of Paragraph 36.

37. Each of the Accused Accessories is not a staple article or commodity of commerce suitable for substantial noninfringing use.

ANSWER: Solventum denies the allegations of Paragraph 37.

38. Each of Solventum's and 3M's infringement has damaged Plaintiff in an amount yet to be determined, of at least a reasonable royalty and/or the lost profits that Plaintiff would have made but for Solventum's and/or 3M's acts of infringement.

ANSWER: Solventum denies the allegations of Paragraph 38.

39. Plaintiff has been and/or continues to be injured by Solventum's and/or 3M's infringement of the '404 Patent.

ANSWER: Solventum denies the allegations of Paragraph 39.

40. Plaintiff has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. Plaintiff is entitled to recover damages to compensate it for each of Solventum's and/or 3M's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

ANSWER: Solventum denies the allegations of Paragraph 40.

41. Plaintiff has been damaged by Solventum's and/or 3M's infringement of the '404 Patent and will suffer additional irreparable damage and impairment of the value of its patent rights unless Solventum is enjoined from continuing to infringe.

ANSWER: Solventum denies the allegations of Paragraph 41.

42. 3M's infringement has been deliberate, willful, intentional, egregious, and with knowledge of the '404 Patent, at least as of on or about January 5, 2023.

ANSWER: Solventum denies the allegations of Paragraph 42.

43. Solventum's infringement has likewise been and continues to be deliberate, willful, intentional, egregious, and with knowledge of the '404 Patent.

ANSWER: Solventum denies the allegations of Paragraph 43.

44. Plaintiff is therefore entitled to recover its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

ANSWER: Solventum denies the allegations of Paragraph 44.

JURY DEMAND

45. No response is required to Plaintiff's demand for a jury trial. Solventum demands a jury trial on all claims and issues so triable.

SOLVENTUM'S RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF

46. Solventum denies that Plaintiff is entitled to any relief whatsoever, including without limitation the relief requested in Plaintiff's Prayer for Relief. Solventum denies any factual allegations in Plaintiff's Prayer for Relief.

DEFENSES

Without assuming any burden of proof or persuasion that rests with Plaintiff, Solventum hereby asserts the following defenses, affirmative or otherwise. In addition to the defenses set forth in this Answer, Solventum reserves all rights to assert additional defenses that may become known through further investigation or the discovery process, including but not limited to, inequitable conduct.

FIRST DEFENSE

(Non-Infringement of '404 Patent)

The Complaint does not map any particular products made, used, sold, offered for sale, or imported into the United States by Solventum (or the former 3M Company HealthCare Business) to any asserted claim and therefore Solventum does not infringe, and has not infringed, any claim of the '404 patent literally, directly, indirectly, contributorily, by the way of inducement, and under the doctrine of equivalents. In addition, no products sold under the "SnapTM Therapy" or "PrevenaTM Therapy" brands infringe any claim of the '404 Patent.

SECOND DEFENSE

(Invalidity/Unenforceability of '404 Patent)

All of the claims of the '404 patent are invalid for failure to meet the requirements of the Patent Act, 35 U.S.C. § 1, *et. seq.*, including, but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103, and 112.

THIRD DEFENSE

(No Injunctive Relief)

Plaintiff is not entitled to injunctive relief. Any alleged injury to Plaintiff is neither immediate nor irreparable. Plaintiff delayed in filing this action and serving its Complaint or Amended Complaint on Solventum. Moreover, Plaintiff has not alleged it offers a competing product that is being harmed by Solventum's alleged infringement. Plaintiff has an adequate remedy at law for any claims it can prove, the balance of hardships does not warrant injunctive relief, and the public interest would not be served by an injunction. Wound Healing Technologies Inc. previously offered to license the '404 Patent, thereby conceding that money damages are an adequate remedy for any alleged infringement.

FOURTH DEFENSE

(No Enhanced Damages – 35 U.S.C. § 284)

Plaintiff is not entitled to enhanced damages under 35 U.S.C. § 284 or pursuant to the Court's inherent powers.

FIFTH DEFENSE

(No Attorneys' Fees – 35 U.S.C. § 285)

Solventum has not engaged in any conduct that entitles Plaintiff to an award of attorneys' fees pursuant to 35 U.S.C. § 285.

SIXTH DEFENSE

(Failure to Mark – 35 U.S.C. § 287)

Upon information and belief, Plaintiff's claims for relief are limited under 35 U.S.C. § 287 due to failure to mark.

SEVENTH DEFENSE

(Prosecution History Estoppel)

Plaintiff is barred or limited from recovery, in whole or in part, by the doctrine of prosecution history estoppel.

EIGHTH DEFENSE

(No Willfulness)

Plaintiff is barred from obtaining a finding of willfulness or receiving enhanced damages because it has failed to allege reprehensible culpability on the part of Solventum (or the former 3M Company HealthCare Business), which is a prerequisite for a finding of willfulness and an award of enhanced damages.

NINTH DEFENSE

(Failure to State a Claim)

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

TENTH DEFENSE

(Limitation on Damages)

Plaintiff is barred or limited in recovery, in whole or in part, by failing to meet the requirements of 35 U.S.C. §§ 286, 287, and/or 288.

ELEVENTH DEFENSE

(Equitable Defenses)

Plaintiff's claims are barred, in whole or in part, by one or more applicable equitable doctrines, such as estoppel, waiver, acquiescence, consent, unclean hands, and/or implied license.

TWELFTH DEFENSE

(Absence of Damages)

Plaintiff has not suffered and will not suffer any injury or damages as a result of the conduct alleged in the Complaint.

THIRTEENTH DEFENSE

(Insufficient Service of Process)

Plaintiff's Complaint should be dismissed for insufficient service of process.

FOURTEENTH DEFENSE

(Ensnarement)

Plaintiff is precluded from asserting infringement under the doctrine of equivalents because any such infringement theory would encompass or "ensnare" the prior art.

ADDITIONAL AFFIRMATIVE DEFENSES

Solventum specifically reserves the right to assert such other and further affirmative defenses as are revealed in the course of discovery.

RESERVATION OF RIGHTS

Solventum hereby gives notice that it intends to rely upon any other defense that may become available or appear during the discovery proceedings in this case and reserves the right to amend its Answer and Affirmative Defenses to assert any such defense.

PRAYER FOR RELIEF

WHEREFORE, Solventum prays for judgment as follows:

- A. That Plaintiff's Complaint be dismissed with prejudice.
- B. That Plaintiff takes nothing by its Complaint.

- C. That the Court enter judgment that Solventum has not infringed and does not infringe any valid claim of the '404 Patent.
- D. That the Court enter judgment that the claims of the '404 Patent are invalid.
- E. That Solventum be awarded its reasonable costs and attorneys' fees pursuant to 35 U.S.C. § 285.

Dated: April 17, 2025

Of Counsel
(pro hac to be filed)

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Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document has been served on April 17, 2025, to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system.

Respectfully Submitted,

/s/ Daniel Moffett

Daniel Moffett