IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

PARAGON 28, INC. and DISIOR OY, Plaintiffs, v. TREACE MEDICAL CONCEPTS, INC. and MIOS MARKETING, LLC d/b/a REDPOINT MEDICIAL3D, Defendants.	Case No. 1:25-cv-01092-GBW **JURY TRIAL DEMANDED**

AMENDED COMPLAINT

Paragon 28, Inc. ("P28") and Disior Oy ("Disior"), by and through their attorneys, submit this Complaint for misappropriation of trade secrets under the federal Defend Trade Secrets Act ("DTSA") against defendants Treace Medical Concepts, Inc. ("Treace") and MIOS Marketing, LLC d/b/a RedPoint Medical3D ("RedPoint"), for patent infringement against Treace, and for copyright infringement against RedPoint, and allege as follows:

INTRODUCTION

1. P28 is a leading medical device company focused on the foot and ankle orthopedic space. P28's team of doctors and engineers work tirelessly to create novel solutions and tools to improve the treatment of even the most difficult foot and ankle conditions. These solutions include, for example, high-quality, cost-effective implants, guides, surgical instruments, and related software that are designed to meet the needs of the foot and ankle community.

2. In 2022, P28 acquired Disior, a leading three-dimensional analytics pre-operative planning software company focused on the complex anatomy of the foot and

ankle. Founded in 2016, Disior pioneered a unique, and proprietary software that uses anatomy-specific surgical modules to provide foot and ankle surgeons the objective data needed to deliver patient-specific treatment plans (the "Disior Software"). Disior spent extensive time, money, and resources to develop the Disior Software. The Disior Software includes tens of thousands of lines of code and numerous algorithms. These include the "solver" functionality, which is the critical technology that forms the foundation of the Disior Software. The "solver" functionality helps convert images input by the user into detailed and accurate 3D models that can be used and manipulated by the user. The source code, algorithms, and "solver" functionality of the Disior Software constitute trade secrets ("P28's Trade Secrets").

3. P28 acquired Disior for approximately $18 million and became Disior's successor-in-interest in all rights related to Disior and the Disior Software, including the valuable trade secrets and copyrights associated with the Disior Software. Nearly the entire $18 million valuation of Disior at the time of acquisition was based on the value of the Disior Software.

4. On information and belief, in or around 2022, RedPoint fraudulently acquired the confidential and trade secret technology employed by the Disior Software and used and disclosed such technology to customize, develop, and/or contribute to the development of independent software that performs functions similar to the Disior Software (the "RedPoint Software").

5. On information and belief, RedPoint copied copyright-protected graphical user interfaces of the Disior Software in violation of Disior's copyrights in the Disior Software.

6. In June 2023, Treace acquired assets of RedPoint, including rights to the RedPoint Software for $20 million up front with up to $10 million in potential milestone payments. Treace's press release for its acquisition of assets of RedPoint is attached hereto as Exhibit 1. Treace's press release regarding the acquisition stated that RedPoint's software would be integrated with Treace's instrumentation and implant systems, including those used with Treace's Lapiplasty and Adductoplasty procedures. On information and belief, Treace further developed the RedPoint Software, which was developed using Disior's trade secret information, to develop Treace's software packages, including Treace's IntelliGuide software. On December 4, 2024, Treace announced its "First Cases Utilizing RedPoint IntelliGuide Patient Specific Instrumentation." Treace's announcement is attached hereto as Exhibit 2.

7. Treace and RedPoint have misappropriated P28's Trade Secrets under the Defend Trade Secrets Act ("DTSA"), 18 U.S.C. § 1836.

8. Treace has also infringed P28's patent rights, including U.S. Patent No. 12,303,139 ("the '139 patent"); U.S. Patent No. 10,123,831 ("the '831 patent"); U.S. Patent No. 10,932,833 ("the '833 patent"). P28 is the assignee of all right, title, and interest in and to Patent No. 11,304,693 ("the '693 patent") (collectively, the "Asserted Patents").

JURISDICTION AND VENUE

9. This Court has jurisdiction over the trade secret misappropriation, patent infringement, and copyright infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338(a) because they arise under the laws of the United States.

10. This Court has jurisdiction over the trade secret misappropriation claims based on the DTSA, over the patent claims based on the Patent Act, 35 U.S.C. § 100 *et seq.*, and over the copyright claims based on the Copyright Act, 17 U.S.C. § 101 *et seq.*

11. This Court has personal jurisdiction over Treace at least because Treace is a Delaware corporation.

12. This Court has personal jurisdiction over RedPoint because RedPoint has committed acts within this district giving rise to these Claims. For example, RedPoint sold the RedPoint Software, which was developed using Disior's trade secrets, to Treace, a Delaware company. Moreover, RedPoint published infringing graphical user interfaces for its RedPoint Software to customers in this district. RedPoint's actions have also caused injury to P28, a Delaware corporation, within this district. RedPoint has purposefully directed its unlawful conduct toward this district with knowledge that its conduct would cause harm to a Delaware company.

13. Venue is proper in this district for P28's patent infringement claims under 28 U.S.C. § 1400(b) because Treace is a Delaware corporation.

14. Venue is proper in this district for P28's DTSA claim under 28 U.S.C. § 1391 because Treace is a Delaware corporation and Treace and RedPoint have committed acts within this district giving rise to the trade secret claims. For example, RedPoint sold and Treace, a Delaware company, acquired assets of RedPoint, including the accused RedPoint Software developed using P28/Disior's confidential and trade secret information, in or around June 2023. The RedPoint Software and instructions for use are advertised on Treace's website including in this district.

15. Venue is proper in this district for P28's copyright infringement claim under 28 U.S.C. § 1391 because a substantial part of the events giving rise to P28's copyright claims occurred in this district. RedPoint published infringing graphical user interfaces for its RedPoint Software to customers in this district. Venue is also proper under 28 U.S.C. § 1400(a). RedPoint "may be found" in this district within the meaning of 28 U.S.C. § 1400(a) because the Court has personal jurisdiction over RedPoint based on its deliberate and targeted conduct generated toward this district, as detailed above.

FACTUAL BACKGROUND

The Relevant Parties

16. P28 is an entity incorporated under the laws of Delaware and having its principal place of business at 14445 Grasslands Drive, Englewood, Colorado 80112.

17. Disior is an entity having a principal place of business in Helsinki, Finland. Disior was acquired by P28 in January 2022.

18. Treace is a Delaware corporation having its principal place of business at 100 Palmetto Park Place, Ponte Vedra, Florida 32081.

19. On information and belief, MIOS Marketing d/b/a RedPoint Medical3D ("RedPoint") is an Indiana LLC and a wholly owned subsidiary of InMotus Medical, LLC, and has a principal place of business at 13326 West Road., Carmel, Indiana 46074.

20. On information and belief, Treace acquired assets of RedPoint, including the RedPoint Software, in or around June 2023.

Development of the Disior Software

21. Disior was founded in 2016 in Helsinki, Finland, by Anna-Maria Henell, and Sakari Soini. Leveraging their expertise in 3D imaging and mathematical modeling,

Disior's founders created the company with a mission to revolutionize medical image analysis related to foot and ankle anatomy.

22. Disior's founders sought to develop software to serve as a clinical tool for surgeons, promising to transform orthopedic surgery by enhancing surgical outcomes by improving accuracy and increasing hospital profitability.

23. Working with its team of engineers and surgeons, Disior spent several years and substantial resources developing the Disior Software, including the trade secrets related thereto. The critical technology that forms the foundation of the Disior Software includes its "solver" functionality, which converts images input by the user into detailed and accurate 3D models that can be used and manipulated by the user.

24. The Disior Software has had a transformative impact on medical imaging and orthopedic surgery. The software is designed to enhance accuracy, efficiency, and treatment outcomes, while ensuring compliance with regulatory standards.

25. The Disior Software offers a fast and cost-efficient method for analyzing medical images in three dimensions, providing clinicians with objective data for patient-specific surgery plans and treatment efficacy assessments. The Disior Software is tailored to enhance clinical efficacy through evidence-based treatments and interventions. It enables automated, easy-to-use tools that reduce the need for manual labor and improves treatment outcomes by facilitating patient-specific surgery plans and enhancing clinical efficacy.

26. The Disior Software provides key advances by analyzing original 3D data, offering a comprehensive view compared to traditional 2D slice analysis.

27. The software and its "solver" functionality consist of tens of thousands of lines of code and complex sequences of hundreds of different algorithms that are all housed on Disior's internal server and have always been located on this server. Disior takes reasonable measures to keep the P28's Trade Secrets secret.

28. In October 2020, Disior received CE Mark approval for its foot and ankle analysis application. Then, in February 2021, Disior's Bonelogic™ software obtained 510(k) clearance from the US Food and Drug Administration, solidifying its position as a leader in the field of medical image analysis. Disior has always taken reasonable measures to maintain the secrecy of the P28's Trade Secrets.

29. Specifically, P28's Trade Secrets are and have always been maintained on Disior servers that are physically located in Disior's offices. The Disior Software runs on Disior's servers and third-party users of the Disior Software have never been allowed access to the software code or algorithms. Instead, users access the graphical user interface to use the software for its intended purpose.

30. Access to the "solver" functionality on Disior's servers is limited electronically. Only a select few Disior or P28 employees have electronic access to the source code that comprises the "solver" functionality.

31. In addition, there are multiple physical layers of security that limit access to the Disior servers where the source code is stored. The Disior servers are in Disior's offices inside a secure office building. Key cards are required to access both the building and Disior's offices—preventing unauthorized access outside of Disior's employees. Within Disior's offices, the Disior servers are maintained in a locked room. The key to open the locked server room is stored in a locked safe. Less than five Disior employees have access

to the safe where the key is secured. Disior and P28 have implemented and maintained this type of physical security over the Disior servers since the development of the Disior Software.

32. At all times, Disior and its successors-in-interest have taken reasonable measures to protect the secrecy of and secure the Disior Software and P28's Trade Secrets. Moreover, RedPoint understood that it was subject to obligations of confidentiality and strict use restrictions when using the Disior Software.

33. Third-party users of the Disior Software were allowed access only under conditions of confidentiality that required the users to keep any information related to their use of the Disior Software confidential.

34. For example, to download and install the Disior Software, Disior required licensees to agree to a license agreement (the "Disior License Agreement"), which is attached hereto as Exhibit 3. This license agreement included several provisions that prohibit the disclosure and restrict the use of any Disior confidential information or trade secrets. Installation of the Disior Software did not provide the licensee with access to the source code underlying the "solver" function, which at all times was maintained securely on Disior's servers.

35. Specifically, the Disior License Agreement defines "Intellectual Property Rights" as including "trade secrets, know-how and any other form of registered or unregistered intellectual property rights."

36. The Disior License Agreement also includes "Usage restrictions" which prohibit the user from attempting to (i) "reverse engineer or decompile the Disior Services or access the source code thereof, except as permitted by law," (ii) "probe, scan or test the

vulnerability of the Disior Service," or (iii) "use the Disior Services for the purposes of developing a product, program or service that would compete with the Disior Service."

37. Moreover, the Disior License Agreement includes a confidentiality provision that states that the user "shall not disclose to third parties any material or information received . . . which should be understood to be confidential and shall not use such material or information for any other purposes than those stated," which are limited to the analysis of customer data. The Disior License Agreement expressly excludes developing a program that would compete with the Disior Service from the permitted uses of the Disior Software. It also includes an intellectual property rights provision which confirms that the intellectual property rights included in the Disior Software "not expressly granted hereunder are reserved by Disior."

38. These provisions are examples of the protections that have been afforded to the Disior Software and related trade secrets.

39. At all times, Disior and its successors-in-interest have taken reasonable measures to protect the secrecy of and secure the Disior Software and P28's Trade Secrets.

RedPoint's Access to the Disior Software

40. In May 2021, RedPoint contacted Disior about a potential license to the Disior Software. RedPoint, through James Spitler and Adam Perler, expressed that it was developing and validating patient-specific guides for foot and ankle surgeries and was interested in using the Disior Software. Disior understood that RedPoint intended to use the software to prepare its FDA application for patient-specific guides. At no point did RedPoint indicate it was developing its own software that would compete with the Disior Software.

41. To facilitate their discussions and allow RedPoint to begin evaluating the and Disior Software, the parties entered into a Non-Disclosure Agreement ("RedPoint NDA"), which is attached hereto as Exhibit 4. The RedPoint NDA defined "Evaluation Material" as including, for example, "all tangible or intangible material" including "trade secrets and other ideas, concepts, know-how, methodologies and information incorporated therein." It also included a "Limited Use" and "Duty of Non-Disclosure" provision which prohibited RedPoint from using Evaluation Material except for the "Purpose" explicitly allowed by the Agreement, which was to "facilitate discussions, evaluations or negotiations between the Parties in connection with a potential confidential contractual relationship." Moreover, Redpoint was required to "hold in confidence all such Evaluation Material and shall apply at least the same security measures and level of care with respect to the Evaluation Material it receives as it employs to protect its own confidential information and trade secrets."

42. Following an initial meeting, RedPoint, through James Spitler and Adam Perler, expressed an interest in obtaining trial access to the Disior Software, stating that its purpose was to evaluate whether the Disior Software met RedPoint's needs.

43. Relying on RedPoint's representation that it would use the Disior Software to develop and validate patient-specific cut guides in connection with FDA submissions, Disior granted RedPoint trial access to the Disior Software beginning in June 2021.

44. In October 2021, RedPoint, through James Spitler and Adam Perler, explained to Disior that RedPoint sought to perform a limited number of evaluations (or runs) using the Disior Software to develop and validate patient-specific guides. At no point

did RedPoint indicate it was developing its own software that would compete with the Disior Software.

45. Relying on RedPoint's representation that it would use the Disior Software to develop and obtain regulatory approval for its patient-specific cut guides, Disior granted RedPoint access to the software in December 2021. As an express condition of the RedPoint's access, RedPoint's use of the Disior Software was limited ("RedPoint Limited Access"). RedPoint understood that the RedPoint Limited Access was subject to expectations of confidentiality.

P28's Acquisition of Disior and the Termination of RedPoint Limited Access

46. In January 2022, P28 acquired Disior and the Disior Software and all rights pertaining thereto. Following the acquisition, P28 decided for business reasons to terminate certain licenses to the Disior Software, including the RedPoint Limited Access.

47. In March, 2022, RedPoint requested an additional six months of access to the Disior Software "to lay the groundwork for our project." Disior understood Dr. Perler to be requesting access to Disior Software to apply for FDA approval of RedPoint's patient-specific cut guides.

48. In April 2022, P28 reviewed the logs showing RedPoint's usage of the Disior Software and determined that RedPoint had exceeded the limits of the RedPoint Limited Access. On April 4, 2022, Disior emailed RedPoint to inform it that the authorized use under the RedPoint Limited Access had been exceeded and that RedPoint's access to the Disior Software was terminated effective April 5, 2022.

49. Later on April 4, 2022, RedPoint responded to Disior and requested an additional limited license to allow RedPoint to continue using the Disior Software.

Redpoint specifically requested continued access so as to "not interrupt the research projects" that RedPoint had ongoing. RedPoint further requested continued access to allow RedPoint time to "search for an alternative solution."

50. Disior responded via email later on April 4, 2022 and told RedPoint that its license would not be renewed.

51. Also on April 4, 2022, RedPoint messaged Disior via WhatsApp, requesting continued access to the Disior Software "through the end of this week," i.e., Friday, April 8, 2022. Disior responded the same day that it "can put the license valid until the end of the week if it helps," based on Disior's understanding that RedPoint needed access to complete its application for FDA approval of its patient-specific guides. RedPoint did not tell Disior that it had already submitted its product to the FDA for approval on March 9, 2022. If RedPoint had not hidden the fact that it had submitted its FDA submissions in March of 2022, Disior would not have allowed RedPoint to continue accessing the Disior Software.

52. RedPoint was aware that, at least as early as April 8, 2022, RedPoint was not authorized to use the Disior Software.

RedPoint's Improper Use of Disior's Confidential Information and Trade Secrets

53. In or around October 2022, RedPoint updated its website to include information about its new RedPoint Software, which included a screenshot of the RedPoint Software user interface, which was a near slavish copy of the user interface used by the Disior Software:

REDPOINT SOFTWARE

DISIOR SOFTWARE

54. After becoming aware of the screenshots of the RedPoint Software, P28 became concerned that RedPoint had impermissibly used its access to the Disior Software to develop the RedPoint Software.

55. P28's review of RedPoint's access logs to the Disior Software revealed that RedPoint had repeatedly and iteratively utilized the Disior Software to run hundreds of scans, including nearly 200 scans on or after April 4, 2022:

- 35 evaluations or runs on April 4, 2022;
- 36 evaluations or runs on April 5, 2022;
- 34 evaluations or runs on April 6, 2022;
- 41 evaluations or runs on April 7, 2022;
- 42 evaluations or runs on April 8, 2022; and
- 6 evaluations or runs on April 9, 2022.

56. Prior to April 4, 2022, RedPoint had performed a total of 156 runs in the ten months that it had access to the RedPoint software. RedPoint performed 194 runs in the six days after Disior wrote to terminate the RedPoint Limited Access.

57. On information and belief, RedPoint performed these repeated, iterative scans to understand the correlation between the inputs and outputs of the Disior Software

and decipher the trade secret algorithms that form the "solver" functionality of the Disior Software. On information and belief, RedPoint knew that by performing scans for this purpose, it was violating Disior's expectations of confidentiality. On information and belief, RedPoint further knew that by performing scans in excess of the limits of the RedPoint Limited Access, it was attempting to improperly ascertain information about the "solver" functionality that RedPoint knew was confidential.

58. On information and belief, RedPoint knew that it had obtained access to the Disior Software, including its continued access after April 4, 2022, by misleading Disior about its intent for accessing the Disior Software. Disior would not have granted RedPoint access to the Disior Software had Disior known that RedPoint would use the Disior Software to develop its own software. Moreover, Disior would not have granted RedPoint continued access to the Disior Software after April 4, 2022, if RedPoint had not misled it into believing that RedPoint intended to use the software to complete the application for FDA clearance for its patient-specific guides, which RedPoint had completed and submitted to the FDA by March 2022. On information and belief, RedPoint made this misrepresentation in order to induce Disior to license the Disior Software and to acquire knowledge of P28's Trade Secrets. At minimum, all of RedPoint's actions were in contravention of the use and confidentiality limitations that were conditions of its access.

59. On information and belief, RedPoint performed the impermissible, unauthorized, repeated, and iterative scans to look under the hood of the Disior Software to understand how the "solver" functionality operates. This underlying "solver" functionality includes Disior's trade secrets.

60. On information and belief, RedPoint knew and had reason to know that Disior would not have granted RedPoint access to the Disior Software had Disior known that RedPoint would use the Disior Software to develop its own software.

61. On information and belief, RedPoint knew and had reason to know that Disior would not have granted RedPoint continued access to the Disior Software after April 2022, had RedPoint not misled Disior into believing that RedPoint intended to use the software to complete the application for FDA clearance for its patient-specific guides, which RedPoint had completed and submitted to the FDA by March 2022.

62. On information and belief, RedPoint used its repeated, iterative, and fraudulently obtained access to the Disior Software in order to knowingly and impermissibly obtain access to the Disior trade secrets that are contained within the Disior Software. Such access to Disior trade secrets was impermissible under the law and was not permitted under the RedPoint NDA and were in further contravention of RedPoint's confidentiality obligations.

63. On information and belief, RedPoint willfully, maliciously, and improperly acquired, disclosed, and used Disior's trade secrets to customize, develop, and/or contribute to the development of the RedPoint Software. Regardless of whether RedPoint developed the RedPoint Software in house or based it on off-the-shelf software, on information and belief, RedPoint used Disior's trade secrets to further the development of the RedPoint Software. Such improper acquisition, disclosure, and use of the Disior trade secrets was impermissible under the law and in direct contravention of Disior's expectations of confidentiality, which RedPoint understood was a condition of its access to the Disior Software.

64. RedPoint's actions have caused and continue to cause significant harm to Disior and P28, including loss of market share and damage to its business. On information and belief, RedPoint's actions have also allowed RedPoint to avoid significant research and development time that otherwise would have been necessary for the RedPoint Software, such that RedPoint (and Treace) were able to launch, promote, and use the RedPoint Software earlier than they otherwise would have been able to. RedPoint has been unjustly enriched through this head start.

65. On November 28, 2022, counsel for P28 sent RedPoint a letter regarding its misuse of P28's intellectual property. That letter specifically stated that RedPoint appeared to be advertising technology that was obtained from Disior/P28. In its letter, P28 demanded that RedPoint discontinue all use of the RedPoint software that was derived from the Disior Software and allow P28 to compare the outputs and source code for the two sets of software. RedPoint did not respond to P28's letter.

66. P28 sent a follow-up letter to RedPoint on December 28, 2022. The parties had correspondence moving forward, but did not resolve the dispute. RedPoint refused to provide P28 with access to RedPoint's source code and would not confirm that RedPoint did not copy the Disior Software.

Treace's Acquisition of the RedPoint Software and Continued Improper Use of Disior's Trade Secrets

67. On information and belief, Treace acquired assets of RedPoint in June 2023, including the RedPoint Software.

68. On information and belief, during the due diligence process for its acquisition of RedPoint, Treace became aware of P28's assertions that the RedPoint

Software improperly used P28's confidential information, for example, through disclosure of P28's letters to RedPoint and the subsequent correspondence with counsel.

69. Shortly after the announcement of Treace's acquisition, on June 14, 2023, P28 sent a letter to Treace informing Treace that the RedPoint Software was impermissibly developed using P28's intellectual property. In that letter, P28 told Treace that it believed that aspects of the RedPoint Software may have been "directly copied and/or infringe P28's intellectual property in and to the Disior Software." Thus, no later than June 14, 2023, Treace was aware, or should have been aware, that the RedPoint Software improperly used P28's intellectual property.

70. Treace has never provided assurances that it/RedPoint had not used, nor has taken any steps to prevent the continued use of Disior confidential information and trade secrets, for example, in the development of its own software (e.g., the Treace Lapiplasty 3D Bunion Correction system and its IntelliGuide system). Subsequent to acquiring RedPoint's software and being placed on notice that RedPoint's software improperly used P28's intellectual property, Treace developed its IntelliGuide software. On information and belief, Treace's IntelliGuide software incorporates or was developed using the RedPoint Software. Treace announced that its IntelliGuide is expected to launch in "late 2025." On information and belief, Treace has been using the IntelliGuide software with select surgeons to prepare for the commercial launch in "late 2025," including in cases of its Adductoplasty and Lapiplasty procedures.

P28's SMART28 Software

71. P28 and Treace are competitors in the medical technology industry, specifically in the development and sale of surgical instruments, implants, software and related tools for the foot and ankle space.

72. Using the Disior Software, including its "solver" functionality, P28 has developed its SMART28 software. The SMART28 software purports to allow the surgeon to use 3D modeling to plan the surgical treatment of bunions and other foot and ankle procedures on a patient-specific basis.

73. On information and belief, Treace's IntelliGuide software will compete directly against P28's SMART28 software by providing patient-specific guidance for foot and ankle surgical procedures. On information and belief, RedPoint's improper use of Disior's software provided Treace a head start in developing the IntelliGuide software, such that it would not launch in "late 2025" absent RedPoint's misappropriation.

74. Treace's actions have caused and continue to cause significant harm to Disior and P28, and will cause continuing harm including loss of market share and damage to its business. Treace has also been unjustly enriched by its actions, including, for example, through the head start it obtained in bringing the IntelliGuide software.

Development of the Asserted Patents

75. P28 was founded in 2010 as a small, family-based company focused on orthopedic foot and ankle solutions. P28 has strategically built itself around core principles, including creation, innovation, and patient service, and developed numerous products focused on the foot and ankle. In April 2025, P28 became part of the Zimmer Biomet family of companies.

76. P28's innovative products include the Gorilla Plating System, the JAWS Nitinol Staple System, various cut guides, and the Bun-Yo-Matic Lapidus Clamp.

77. As a result of its innovations in the foot and ankle space, P28 has been granted numerous patents, including over 180 issued U.S. patents.

78. P28 owns all right, title, and interest in the '139 patent. The '139 patent issued on May 20, 2025 and is entitled "Alignment guides, cut guides, systems, and methods of use and assembly." A true and correct copy of the '139 patent is attached hereto as Exhibit 5.

79. P28 owns all right, title, and interest in the '831 patent. The '831 patent issued on November 13, 2018 and is entitled "Bone compression device and method." A true and correct copy of the '831 patent is attached hereto as Exhibit 6.

80. P28 owns all right, title, and interest in the '833 patent. The '833 patent issued on March 2, 2021 and is entitled "Bone compression device and method." A true and correct copy of the '833 patent is attached hereto as Exhibit 7.

81. P28 owns all right, title, and interest in the '693 patent. The '693 patent issued on April 19, 2022 and is entitled "Staples and staple delivery and drill guides." A true and correct copy of the '693 patent is attached hereto as Exhibit 8.

82. On information and belief, Treace makes, uses, sells, offers to sell, and imports the Adductoplasty Midfoot Correction System. One component of that system is the Adductoplasty Lesser TMT Cut Guide ("Adductoplasty Guide"). An image of Treace's Adductoplasty Guide is shown below in a screenshot from Treace's website.

83. On information and belief, Treace makes, uses, sells, offers to sell, and imports the SpeedMTP Rapid Compression Implant ("SpeedMTP"). The SpeedMTP is a fixation device that can be used to fixate a joint, such as the metarsophalangeal (MTP), as part of, for example, a bunion correction procedure. Images of the SpeedMTP are shown below in a screenshot from Treace's website.

84. Treace distributes product literature regarding the SpeedMTP, including a SpeedMTP Overview, which is attached hereto as Exhibit 9, and a document titled "Key Technique Steps and Fluoro Checks," which is attached hereto as Exhibit 10. Each of these documents is available on Treace's websites.

85. Treace purports to describe and depict the SpeedMTP in the SpeedMTP Overview (Ex. 9).

86. Treace purports to describe and depict the steps that it instructs surgeons perform in order to use the SpeedMTP system in the Key Technique Steps and Fluoro Checks (Ex. 10).

87. Treace markets and sells the SpeedMTP system throughout the United States to end users such as surgeons. Treace's marketing for the SpeedMTP includes Exhibits 9 and 10. Treace instructs surgeons that the SpeedMTP system should be used in the manner described in Exhibit 10. For example, Exhibit 10 references a document called "surgical technique (09-00006L)." Treace's "Surgical Technique" for the SpeedMTP system is attached hereto as Exhibit 11 and the last page includes document number 09-00006L. The surgical technique(s) set forth in Exhibit 11 are an example of Treace's instructions to surgeons regarding how to use the SpeedMTP system. The surgical technique(s) explained by Treace in Exhibit 11 are consistent with the Key Technique Steps in Exhibit 10.

88. Treace has also posted videos online of "surgical demonstrations," for the SpeedMTP (e.g., https://vimeo.com/1040445857). These surgical demonstrations generally follow the surgical techniques explained in Exhibits 10 and 11. Treace has also posted videos online showing a surgeon using the SpeedMTP consistent with Treace's instructions in Exhibits 10 and 11.

89. On information and belief, Treace makes, uses, sells, offers to sell, and imports the SpeedPlate Micro-Quad implants. Images of these implants are shown below in a screenshot from Treace's website.

90. Treace distributes product literature regarding the SpeedPlate Micro-Quad implants, including a SpeedPlate Micro-Quad brochure and Lapiplasty SpeedPlate Rapid

Compression Implants Guided Key Technique Steps ("SpeedPlate Key Steps"). The SpeedPlate Micro-Quad brochure and SpeedPlate Key Steps are attached hereto as Exhibits 12 and 13, respectively.

91. Treace purports to describe and depict the SpeedPlate Micro-Quad in the SpeedPlate Micro-Quad Brochure (Ex. 12).

92. Treace purports to describes steps that it instructs surgeons perform in order to use the SpeedPlate Micro-Quad in the SpeedPlate Key Steps (Ex. 13).

93. Treace markets and sells the SpeedPlate Micro-Quad throughout the United States to end users such as surgeons. Treace's marketing for the SpeedPlate Micro-Quad includes Exhibits 12 and 13. Treace instructs surgeons that the SpeedPlate Micro-Quad should be used in the manner described in Exhibit 13. For example, Exhibit 13 references a document called "surgical technique (09-00006L)." This is the same surgical technique referenced above with respect to the SpeedMTP. The surgical technique(s) set forth in Exhibit 13 are an example of Treace's instructions to surgeons regarding how to use the SpeedPlate Micro-Quad. The surgical technique(s) explained by Treace in Exhibit 13 are consistent with the Key Technique Steps in Exhibit 10.

94. Treace's website features a fluoroscopy image of a SpeedPlate Micro-Quad implanted into the bones of a human foot (shown below). On information and belief, this SpeedPlate Micro-Quad was implanted by a surgeon using a technique consistent with the surgical techniques described by Treace in Exhibits 10 and 13.

95. On August 29, 2025, counsel for P28 sent a correspondence to counsel of record for Treace regarding P28's allegations that Treace infringes the Asserted Patents. That correspondence included claim charts illustrating Treace's infringement of the Asserted Patents. A copy of this correspondence is attached hereto as Exhibit 14.

96. In its August 29th correspondence, P28 put Treace on notice that Treace's Adductoplasty Midfoot Correction System infringes at least claim 1 of the '139 patent.

97. In its August 29th correspondence, P28 put Treace on notice that Treace's SpeedMTP Rapid Compression Implant, when used in the manner consistent with Treace's instructions in Exhibits 9 and 10, infringes at least claim 11 of the '831 patent and claim 5 of the '833 patent.

98. In its correspondence, P28 put Treace on notice that Treace's SpeedPlate Micro-Quad implants, when used in the manner consistent with Treace's instructions in Exhibit 13, infringed at least claim 1 of the '693 patent.

99. P28 has never authorized Treace's making, use, offer for sale, sale, or importation of the Adductoplasty Guide, SpeedMTP, or SpeedPlate Micro-Quad.

100. At least since P28's correspondence on August 29, 2025, Treace has had actual knowledge of the Asserted Patents and its infringement thereof. On information and

belief, Treace's infringing actions have not meaningfully changed since that date. Accordingly, Treace's acts of infringement are and were willful, intentional, and deliberate. Treace has infringed and continues to infringe each of the Asserted Patents with reckless disregard for P28's patent rights. Treace knows, or should know, and knew or should have known, that its actions constituted and continue to constitute infringement of the Asserted Patents. Treace knew, or it was so obvious that Treace should have known, that its actions constituted infringement of each of P28's Asserted Patents. Treace's acts of patent infringement were not consistent with the standards of commerce for its industry.

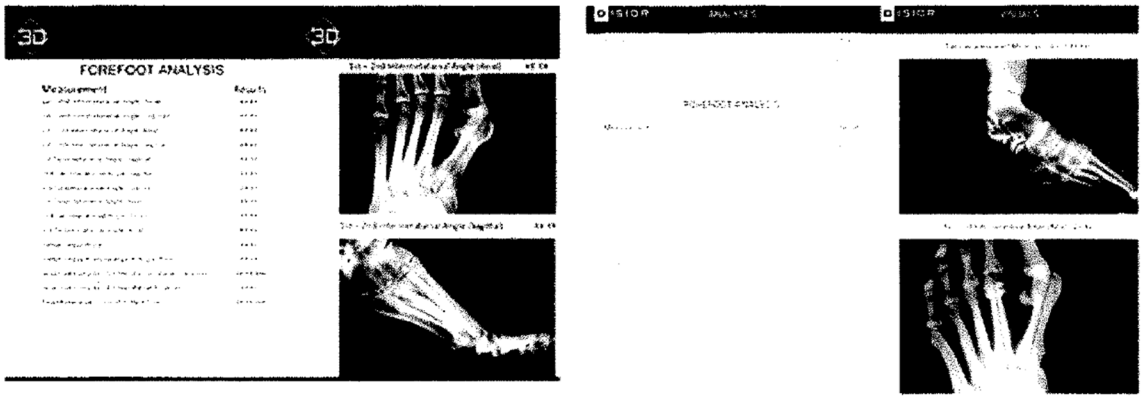
RedPoint's Copyright Infringement

101. P28 is the owner of U.S. Copyright Registration Number TX 9-539-878 for its computer program titled "Bonelogic 2.1," which was first published on July 8, 2021 and has an effective date of registration of September 30, 2025. The copyright registration for "computer program" and "[s]creen display" covers copyrightable expression in the Disior Software and copyrightable expression in screen displays that the Disior Software generates.

102. U.S. Copyright Registration Number TX 9-539-878 has not expired and is in full force and effect.

103. A true and correct copy of U.S. Copyright Registration Number TX 9-539-878 is attached hereto as Exhibit 15.

104. Screen displays generated by P28's copyrighted Disior Software are shown below.



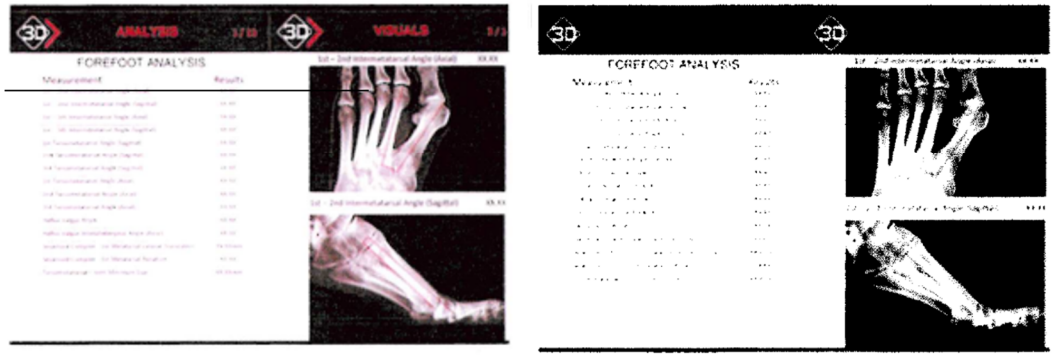
105. RedPoint had access to the Disior Software through the RedPoint Limited Access and understood that it was prohibited from copying or modifying the Disior Software.

106. The RedPoint Limited Access was terminated in April of 2022.

107. In or around October 2022, RedPoint updated its website to include information about its new RedPoint Software.

108. RedPoint's update included a copy of portions of the RedPoint Software user interface (the "Infringing Interface"), which was a near slavish copy of the user interface generated by the copyrighted-protected Disior Software, as seen below.

REDPOINT SOFTWARE **DISIOR SOFTWARE**



109. The Infringing Interface incorporates protected elements of the Disior Software and is at least substantially similar to the Disior Software's copyright-protected screen displays.

110. On information and belief, RedPoint copied the Disior Software, including some of its graphical user interfaces, in violation of P28's copyrights, and made those copies available to RedPoint users.

111. The Infringing Interface infringes P28's copyrights, including U.S. Copyright Registration Number TX 9-539-878.

112. At the time that RedPoint copied the Disior Software, RedPoint knew or should have known that the Disior Software was protected by copyright and that RedPoint would need to obtain permission to use the Disior Software and make a copy of, display, and distribute the Infringing Interface.

113. On information and belief, RedPoint's copyright infringement has been intentional and willful.

COUNT I
(Trade Secret Misappropriation Under the DTSA)

114. P28 and Disior reallege and incorporate by reference paragraphs 1–113 as if fully set forth herein.

115. This is a cause of action for Trade Secret Misappropriation under the Defend Trade Secrets Act, 18 U.S.C. § 1836, based upon Treace and RedPoint's wrongful, fraudulent, and improper acquisition, disclosure, and use of Disior's (now P28's) trade secrets.

116. The Disior Software is used in, or is intended for use in, interstate and foreign commerce.

117. P28's Trade Secrets are trade secret because they derive independent economic value from not being generally known to, and not being readily ascertainable

through proper means by, other persons who can obtain economic value from their disclosure or use.

118. P28 (and Disior before it) took reasonable measures to keep the P28 Trade Secrets secret.

119. RedPoint did not, at any point, indicate it was developing its own software that would compete with the Disior Software. Instead, RedPoint fraudulently represented that it would use the Disior Software to develop and obtain regulatory clearance for its patient-specific cut guides. On information and belief, RedPoint made this misrepresentation in order to induce Disior to license the Disior Software and to acquire knowledge of P28's Trade Secrets.

120. On information and belief, RedPoint knew and had reason to know that Disior would not have granted RedPoint access to the Disior Software had Disior known that RedPoint would use the Disior Software to develop its own software.

121. Relying on RedPoint's representation that it would use the Disior Software to develop and obtain regulatory approval for RedPoint's patient-specific cut guides, which Disior believed to be true at the time it was made, Disior granted RedPoint trial access to the Disior Software beginning in June 2021 and granted the RedPoint Limited Access in December 2021.

122. If RedPoint had not hidden the fact that it was developing the RedPoint Software, Disior would not have granted RedPoint access to the Disior Software.

123. Disior would not have granted RedPoint continued access to the Disior Software after April 4, 2022, had RedPoint not misled Disior into believing that RedPoint

needed the software to complete its application for FDA clearance of its patient-specific guides, which RedPoint had completed and submitted to the FDA by March 2022.

124. Relying on RedPoint's representation that it would use the Disior Software to obtain regulatory approval for RedPoint's patient-specific cut guides, which Disior believed to be true at the time it was made, Disior granted RedPoint continued access to the Disior Software through April 8, 2022.

125. Treace, through RedPoint, acquired P28's Trade Secrets through RedPoint's improper access and use of the Disior Software.

126. On information and belief, Treace knew, or had reason to know, that RedPoint acquired P28's Trade Secrets through improper means.

127. RedPoint understood that Disior's "solver" functionality was trade secret, including the algorithms and source code underlying the Disior Software. RedPoint knew that the RedPoint Limited Access limited RedPoint's use of the Disor Software. RedPoint further knew that by running over 300 scans, it was attempting to improperly acquire trade secret information about the "solver" functionality that RedPoint knew was confidential, including the trade secret algorithms that form the "solver" functionality of the Disior Software.

128. RedPoint understood that its access to the Disior Software was conditioned on obligations of confidentiality. For example, from at least as early as its execution of the RedPoint NDA, RedPoint understood that Disior considered P28's Trade Secrets to be its proprietary, confidential, trade secret information and RedPoint knew that it was obligated to maintain the confidentiality of any information it learned from its use and access of the Disior Software.

129. Moreover, RedPoint understood that it was obligated to limit its use of the Disior Software and to not use any information it may learn from its use of the Disior Software as part of the development of any other software.

130. Further, RedPoint understood that Disior considered P28's Trade Secrets to be its proprietary, confidential, trade secret information, and RedPoint knew that it was obligated to limits its use of the Disior Software and to maintain the confidentiality of any information it learned from its use and access of the Disior Software. As one example, RedPoint understood this from the original NDA it signed to access the Disior Software.

131. At all times, RedPoint understood that it was under an obligation to maintain Disior and P28's information as confidential and limit its use of the Disior Software. RedPoint has misappropriated P28's Trade Secrets by acquiring them through improper means, including through RedPoint's misrepresentations described above and through the repeated, iterative scans RedPoint conducted in excess of the limits of the RedPoint Limited Access, using them to develop the RedPoint and IntelliGuide software, and disclosing them to Treace without Disior's or P28's consent. On information and belief, RedPoint used P28's Trade Secrets to develop the RedPoint software. On information and belief, RedPoint then disclosed P28's Trade Secrets to Treace as part of or shortly after Treace's asset purchase. Treace, as the successor-in-interest to RedPoint, is liable for RedPoint's conduct and the continued use of the trade secret information.

132. Treace has also misappropriated P28's Trade Secrets by continuing to use information acquired through improper means after being placed on notice of RedPoint's improper actions. On information and belief, Treace learned of RedPoint's improper actions as part of the acquisition of RedPoint. In any event, Treace was aware no later than

June 2023 that the RedPoint software improperly used P28's intellectual property. Despite such knowledge, Treace continued to willfully and maliciously use the RedPoint software as the foundation for the IntelliGuide technology.

133. Treace understood the significant value of P28's Trade Secrets, having purchased RedPoint's software, which was developed using P28's Trade Secrets, for $20 million with potential additional milestone payments of up to $10 million.

134. Treace's misappropriation of P28's Trade Secrets has been willful and malicious. Accordingly, P28 and Disior are entitled to reasonable attorneys' fees and costs, and double damage under 18 U.S.C. § 1836(b)(3)(C)-(D).

135. As a result of Treace's misappropriation, P28 and Disior have suffered and will continue to suffer great harm and damage in an amount to be determined at trial. Treace and RedPoint have also been unjustly enriched through their conduct, including, for example, through the head start they obtained in bringing the IntelliGuide software to market. P28 and Disior will continue to be irreparably harmed unless Treace is enjoined from further use and disclosure of P28's Trade Secrets.

COUNT II
(Infringement of U.S. Patent No. 12,303,139)

136. P28 realleges and incorporates by reference paragraphs 1-135 as if fully set forth herein.

137. Treace has knowingly and intentionally infringed, and continues to infringe the '139 patent under 35 U.S.C. § 271(a) through, for example, the manufacture, use, sale, offer for sale, and/or importation into the United States of the Adductoplasty Guide.

138. As shown in the claim chart attached hereto as Exhibit 16, Treace's Adductoplasty Guide includes each and every element of at least claim 1 of the '139 patent.

139. As a direct and proximate result of Treace's acts of infringement, Treace has derived and received gains, profits, and advantages. P28 has been damaged by Treace's activities, in an amount to be determined at trial, but in no event less than a reasonable royalty.

140. Treace's infringement was and is willful, at least since receiving P28's August 29, 2025 correspondence. Pursuant to 35 U.S.C. § 284, P28 is entitled to damages for Treace's infringing acts and treble damages together with interests and costs as fixed by this Court.

141. This is an exceptional case. Pursuant to 35 U.S.C. § 285, P28 is entitled to reasonable attorneys' fees for the necessity of bringing this claim.

142. Due to the aforesaid infringing acts, P28 has suffered irreparable injury, for which P28 has no adequate remedy at law.

143. Unless enjoined by this Court, Treace will continue to infringe P28's patent rights and cause P28 further irreparable injury.

COUNT III
(Infringement of U.S. Patent No. 10,123,831)

144. P28 realleges and incorporates by reference paragraphs 1-143 as if fully set forth herein.

145. Treace has knowingly and intentionally infringed, and continues to infringe, the '831 patent under 35 U.S.C. § 271(b) through, for example, the manufacture, use, sale, offer for sale, and/or importation into the United States of the SpeedMTP.

146. As shown in the claim chart attached hereto as Exhibit 17, when an end user (e.g., a surgeon) uses Treace's SpeedMTP in the manner instructed by Treace such use directly infringes at least claim 11 of the '831 patent.

147. Treace has induced, and is inducing, the infringement of the ’831 patent by marketing, offering for sale, and selling the SpeedMTP system, and by continuing to make, import, offer for sale, and sell the infringing SpeedMTP system. The SpeedMTP system, as provided by Treace to its customers, and as used as intended and instructed by Treace (*see, e.g.*, Exs. 9–11), infringes the ’831 patent. Treace evinced the specific intent for its customers, end users, and others to infringe the ’831 patent and actively induced their infringing acts through its provision of marketing, product information, and instructional materials that encourage, demonstrate, and otherwise direct such infringement. *See, e.g.*, *id.* Further, customers, end users, and others have assembled and/or used the SpeedMTP system in a manner that infringes the ’831 patent and continue to do so, as illustrated, for example, in the surgical demonstration and testimonial videos that Treace has posted online.

148. Treace had knowledge of the ’831 patent at least as early as P28’s August 29, 2025 correspondence. Treace gained further knowledge of its infringement by way of this Amended Complaint’s filing and/or this Amended Complaint’s service on Treace.

149. Treace’s acts as alleged herein constitute infringement of the ’831 patent under one or more subsections of 35 U.S.C. § 271.

150. As a direct and proximate result of Treace’s infringement of the ’831 patent, Treace has derived and received gains, profits, and advantages, while P28 has suffered and will continue to suffer injury and damages. Therefore, P28 is entitled to recover from Treace the damages adequate to compensate for such infringement in an amount to be determined at trial, but in no event less than a reasonable royalty.

151. Further, Treace's acts of infringement of the '831 patent alleged herein have been committed and are being committed with full knowledge of P28's rights in the '831 patent. On information and belief, Treace has acted and is continuing to act despite an objectively high likelihood that its actions constituted infringement of a valid patent, and Treace knew or should have known of that objectively high risk—at the very latest, upon receiving notice from P28's August 29, 2025 correspondence. Thus, Treace's acts constitute willful and deliberate infringement, entitling P28 to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

152. Treace's acts of infringement of the '831 patent have caused and will continue to cause irreparable harm to P28, for which there is no adequate remedy at law, entitling P28 to injunctive relief. Unless enjoined by this Court, Treace will continue to infringe P28's patent rights and cause P28 further irreparable harm.

COUNT IV
(Infringement of U.S. Patent No. 10,932,833)

153. P28 realleges and incorporates by reference paragraphs 1-152 as if fully set forth herein.

154. Treace has knowingly and intentionally infringed, and continues to infringe the '833 patent under 35 U.S.C. § 271(b) through, for example, the manufacture, use, sale, offer for sale, and/or importation into the United States of the SpeedMTP.

155. As shown in the claim chart attached hereto as Exhibit 18, when an end user (*e.g.*, a surgeon) uses Treace's SpeedMTP in the manner instructed by Treace such use directly infringes at least claim 5 of the '833 patent.

156. Treace has induced, and is inducing, the infringement of the '833 patent by marketing, offering for sale, and selling the SpeedMTP system, and by continuing to make,

import, offer for sale, and sell the infringing SpeedMTP system. The SpeedMTP system, as provided by Treace to its customers, and as used as intended and instructed by Treace (*see, e.g.*, Exs. 9–11), infringes the ’833 patent. Treace evinced the specific intent for its customers, end users, and others to infringe the ’833 patent and actively induced their infringing acts through its provision of marketing, product information, and instructional materials that encourage, demonstrate, and otherwise direct such infringement. *See, e.g.*, *id.* Further, customers, end users, and others have assembled and/or used the SpeedMTP system in a manner that infringes the ’833 patent and continue to do so, as illustrated, for example, in the surgical demonstration and testimonial videos that Treace has posted online.

157. Treace had knowledge of the ’833 patent at least as early as P28’s August 29, 2025 correspondence. Treace gained further knowledge of its infringement by way of this Amended Complaint’s filing and/or this Amended Complaint’s service on Treace.

158. Treace’s acts as alleged herein constitute infringement of the ’833 patent under one or more subsections of 35 U.S.C. § 271.

159. As a direct and proximate result of Treace’s infringement of the ’833 patent, Treace has derived and received gains, profits, and advantages, while P28 has suffered and will continue to suffer injury and damages. Therefore, P28 is entitled to recover from Treace the damages adequate to compensate for such infringement in an amount to be determined at trial, but in no event less than a reasonable royalty.

160. Further, Treace’s acts of infringement of the ’833 patent alleged herein have been committed and are being committed with full knowledge of P28’s rights in the ’833 patent. On information and belief, Treace has acted and is continuing to act despite an

objectively high likelihood that its actions constituted infringement of a valid patent, and Treace knew or should have known of that objectively high risk—at the very latest, upon receiving notice from P28's August 29, 2025 correspondence. Thus, Treace's acts constitute willful and deliberate infringement, entitling P28 to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

161. Treace's acts of infringement of the '833 patent have caused and will continue to cause irreparable harm to P28, for which there is no adequate remedy at law, entitling P28 to injunctive relief. Unless enjoined by this Court, Treace will continue to infringe P28's patent rights and cause P28 further irreparable harm.

COUNT V
(Infringement of U.S. Patent No. 11,304,693)

162. P28 realleges and incorporates by reference paragraphs 1-161 as if fully set forth herein.

163. Treace has knowingly and intentionally infringed, and continues to infringe the '693 patent under 35 U.S.C. § 271(b) through, for example, the manufacture, use, sale, offer for sale, and/or importation into the United States of the SpeedPlate MicroQuad.

164. As shown in the claim chart attached hereto as Exhibit 19, when an end user (e.g., a surgeon) uses Treace's SpeedPlate MicroQuad in the manner instructed by Treace such use directly infringes at least claim 1 of the '693 patent.

165. Treace has induced, and is inducing, the infringement of the '833 patent by marketing, offering for sale, and selling the SpeedPlate MicroQuad, and by continuing to make, import, offer for sale, and sell the infringing SpeedPlate MicroQuad. The SpeedPlate MicroQuad, as provided by Treace to its customers, and as used as intended and instructed by Treace (*see, e.g.*, Exs. 10, 13), infringes the '693 patent. Treace evinced

the specific intent for its customers, end users, and others to infringe the ’693 patent and actively induced their infringing acts through its provision of marketing, product information, and instructional materials that encourage, demonstrate, and otherwise direct such infringement. *See, e.g.*, *id.* Further, customers, end users, and others have assembled and/or used the SpeedPlate MicroQuad in a manner that infringes the ’693 patent and continue to do so, as illustrated, for example, in the surgical demonstration and testimonial videos that Treace has posted online.

166. Treace had knowledge of the ’693 patent at least as early as P28’s August 29, 2025 correspondence. Treace gained further knowledge of its infringement by way of this Amended Complaint’s filing and/or this Amended Complaint’s service on Treace.

167. Treace’s acts as alleged herein constitute infringement of the ’693 patent under one or more subsections of 35 U.S.C. § 271.

168. As a direct and proximate result of Treace’s infringement of the ’693 patent, Treace has derived and received gains, profits, and advantages, while P28 has suffered and will continue to suffer injury and damages. Therefore, P28 is entitled to recover from Treace the damages adequate to compensate for such infringement in an amount to be determined at trial, but in no event less than a reasonable royalty.

169. Further, Treace’s acts of infringement of the ’693 patent alleged herein have been committed and are being committed with full knowledge of P28’s rights in the ’693 patent. On information and belief, Treace has acted and is continuing to act despite an objectively high likelihood that its actions constituted infringement of a valid patent, and Treace knew or should have known of that objectively high risk—at the very latest, upon receiving notice from P28’s August 29, 2025 correspondence. Thus, Treace’s acts

constitute willful and deliberate infringement, entitling P28 to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

170. Treace's acts of infringement of the '693 patent have caused and will continue to cause irreparable harm to P28, for which there is no adequate remedy at law, entitling P28 to injunctive relief. Unless enjoined by this Court, Treace will continue to infringe P28's patent rights and cause P28 further irreparable harm.

COUNT VI
(Copyright Infringement)

171. P28 and Disior reallege and incorporate by reference paragraphs 1-170 as if fully set forth herein.

172. P28 is the owner of the copyright-protected Disior Software.

173. The Disior Software constitutes original, expressive work, including the computer program and its output graphical user interfaces, subject to protection under the copyright laws of the United States, including through U.S. Copyright Registration Number TX 9-539-878.

174. P28 is the sole owner of all its rights, title and interest in and to all copyrights in the Disior Software and has properly registered copyrights with the U.S. Copyright Office.

175. The Disior Software contains original material, code, and screen displays, and is copyrightable subject matter immediately upon creation under applicable law.

176. The graphical user interfaces protected by P28's copyrights, including U.S. Copyright Registration Number TX 9-539-878, include copyrightable, expressive matter.

177. RedPoint has no right or authority to copy, modify, display, or otherwise distribute the copyright-protected graphical user interfaces of the Disior Software.

178. On information and belief, without authorization or consent, RedPoint copied the copyright-protected graphical user interfaces of the Disior Software.

179. On information and belief, RedPoint has advertised and distributed and continues to distribute products, services, and/or software that copy the copyright-protected graphical user interfaces of the Disior Software.

180. On information and belief, RedPoint's acts of infringement are knowing, willful, and deliberate.

181. RedPoint's conduct infringes P28's copyrights in violation of the Federal Copyright Act, 17 U.S.C. § 501, *et seq.*

182. As a direct and proximate result of RedPoint's acts of infringement, P28 has suffered, and will continue to suffer, actual and irreparable injury for which no adequate remedy exists at law.

JURY DEMAND

183. Pursuant to Federal Rule of Civil Procedure 38(b), P28 and Disior hereby request a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, P28 and Disior pray for judgment in its favor against Treace for the following relief:

1. A preliminary and permanent injunction enjoining RedPoint, Treace and their officers, agents, servants, employees, attorneys and any other persons who are in active concert or participation with such persons:
    a. From maintaining, possessing, disclosing, using in any manner, or providing to any third party any P28 Trade Secret, confidential, or proprietary information or any products or information derived therefrom;

b. Ordering that Defendants account for all of P28's Trade Secret information that they misappropriated;

c. To return to P28 or destroy all P28 Trade Secret, confidential, and proprietary information in their possession, custody, and control; and

d. Certify in writing and under the pains of penalty of perjury, after returning or destroying all P28 Trade Secret, confidential, and proprietary information, that all paper and electronic copies of such information in their possession, custody, or control has been returned and, if electronic, upon resolution of these proceedings, has been permanently deleted pursuant to an agreed-upon or court-approved forensic protocol from any location where they have been stored.

2. That RedPoint and/or Treace be adjudged to have misappropriated P28's Trade Secrets in violation of the DTSA, and that RedPoint and/or Treace's actions in doing so be adjudged to be willful and malicious.

3. Ordering that RedPoint and/or Treace pay to P28 and Disior all damages sustained by P28 and Disior from the foregoing misconduct, or, in the alternative, pay P28 and Disior nominal damages.

4. Ordering RedPoint and/or Treace pay P28 and Disior for all gains, profits, and other advantages unjustly obtained by Defendants as a result of their trade secret misappropriation.

5. Ordering that RedPoint and/or Treace pay to P28 and Disior a reasonable royalty for their misappropriation of trade secrets.

6. An award of damages, including double damages under 18 U.S.C. § 1863(b)(3)(d) and pre- and post-judgment interest.
7. Judgment in favor of P28 that Treace has infringed and is infringing the Asserted Patents.
8. A permanent injunction prohibiting Treace, including its officers, agents, employees, and all persons acting in concert or participation with it, from (1) making, using, selling, offering to sell, and/or importing into the United States the Adductoplasty Guide, the SpeedMTP, and the SpeedPlate MicroQuad, and (2) infringing the Asserted Patents in violation of 35 U.S.C. § 271.
9. Ordering that Treace pay to P28 actual damages in the form of lost profits, or in the alternative, other damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the patented inventions by Treace, in accordance with 35 U.S.C. § 284.
10. A determination that Treace's infringement of the Asserted Patents has been and is willful.
11. An award of enhanced damages under 35 U.S.C. § 284.
12. A determination that this is an exceptional case within the meaning of 35 U.S.C. § 285.
13. Injunctive relief pursuant to 17 U.S.C. § 502, enjoining Defendants from further infringement of Plaintiffs' copyrighted works.
14. Impoundment and destruction of all infringing materials under 17 U.S.C. § 503, including advertisements and other content incorporating the copyrighted works.

15. Damages under 17 U.S.C. § 504, including (i) actual damages and RedPoint's profits attributable to the infringement; or (ii) statutory damages up to $150,000 per infringed work for willful infringement.

16. An award to P28 of their reasonable attorneys' fees and costs.

17. Such other and further relief as the Court deems just and proper.

Dated: December 18, 2025

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EXHIBIT 19

Infringement Chart for U.S. Patent No. 11,304,693 Against Procedures using SpeedPlate™ System

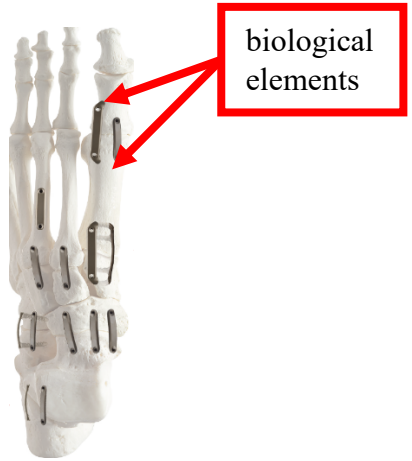
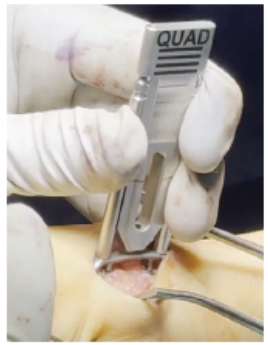
The following documents are cited in this claim chart:

References:
Lapiplasty® SpeedPlate™ Rapid Compression Implants Guided Key Technique Steps (Rev. 08/2024) ("SpeedPlate Steps")
SpeedPlate™ Rapid Compression Implants Surgical Case Examples (2024) ("SpeedPlate Surgical Examples")
SpeedPlate™ Rapid Compression Implants Gen. 2 Brochure (2024) ("SpeedPlate Brochure")
Mastery Webinar: SpeedPlate™ System Overview and Live Demonstration (2023-09-26) ("SpeedPlate Video")

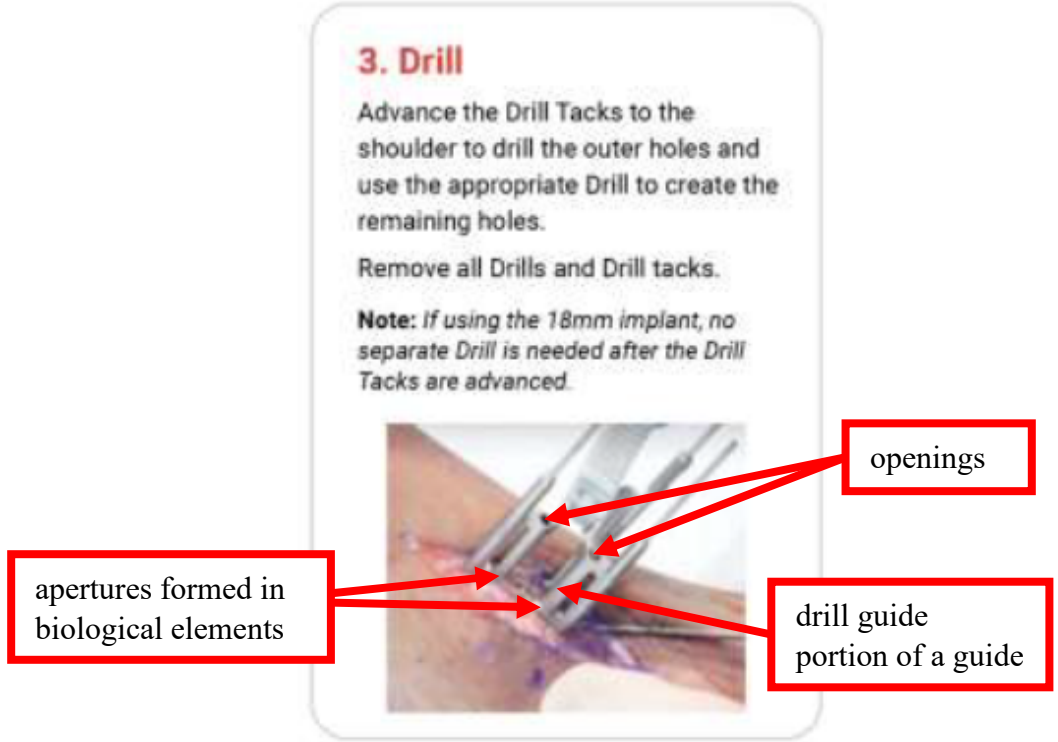
The following product models infringe at least claim 1 of U.S. Patent No. 11,304,693 as identified in the chart below:

- SK50 28x13x11mm SpeedPlate™ Anatomic Quad Rapid Compression Implant
- SK53 28x17x14mm SpeedPlate™ Anatomic Quad Rapid Compression Implant
- SK61 14mm SpeedPlate™ Micro-Quad™ Rapid Compression Implant
- SK62 17mm SpeedPlate™ Micro-Quad™ Rapid Compression Implant

Infringement Chart for U.S. Patent No. 11,304,693 Against Procedures using SpeedPlate™ System

Claim Limitation	Evidence of Infringement
[1][pre] A method of compressing biological elements, comprising:	Treace's SpeedPlate™ Rapid Compression Implant is used in a method of compressing biological elements.  SpeedPlate Steps at 1; SpeedPlate Surgical Examples at 4. **Insert SpeedPlate™** The implant is energized by squeezing the Threaded Rods and inserting into the Inserter Cap. Insert the implant manually and lightly tap with a mallet until fully seated. Pull the Inserter Cap to activate compression of the implant and remove the Threaded Rods.  SpeedPlate Brochure at 4 (annotated in green). The SpeedPlate Brochure describes the SpeedPlate™ implant as "offering continuous compression across a fusion site." *Id.* at 3. The compression occurs between two biological elements in a fusion site.

Infringement Chart for
U.S. Patent No. 11,304,693 Against Procedures using SpeedPlate™ System

Claim Limitation	Evidence of Infringement
[1][a] forming a first pair of apertures within a pair of biological elements, wherein the forming the first pair of apertures comprises forming the first pair of apertures within the pair of biological elements via a pair of openings in a drill guide portion of a guide;	The method forms a first pair of apertures within a pair of biological elements, wherein the forming the first pair of apertures comprises forming the first pair of apertures within the pair of biological elements via a pair of openings in a drill guide portion of a guide.  SpeedPlate Steps at 1.

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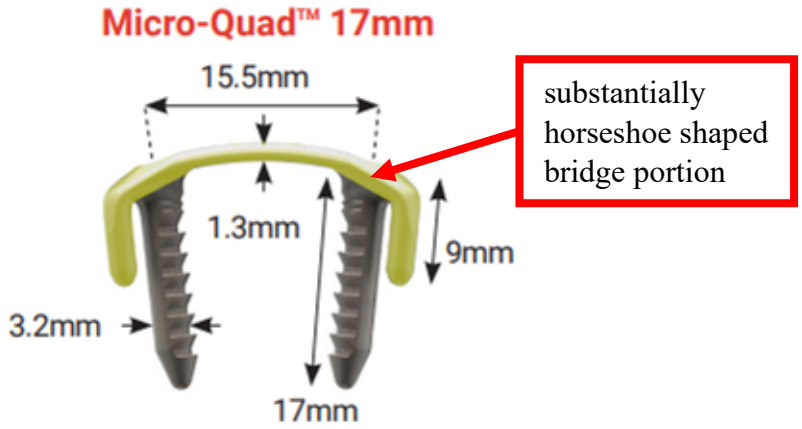
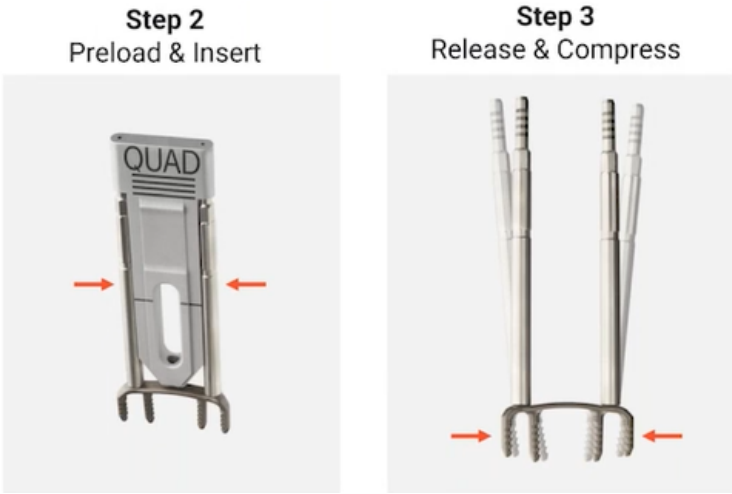
[1][b][i] elastically deforming a substantially horseshoe shaped bridge portion of a staple	The method includes a staple including a substantially horseshoe shaped bridge portion.  SpeedPlate Surgical Examples at 3 (annotated). As shown in the image below and as explained for limitation 1[b][ii], *infra*, the horseshoe shaped bridge portion elastically deforms.  *See* SpeedPlate Video at 25:02-37.

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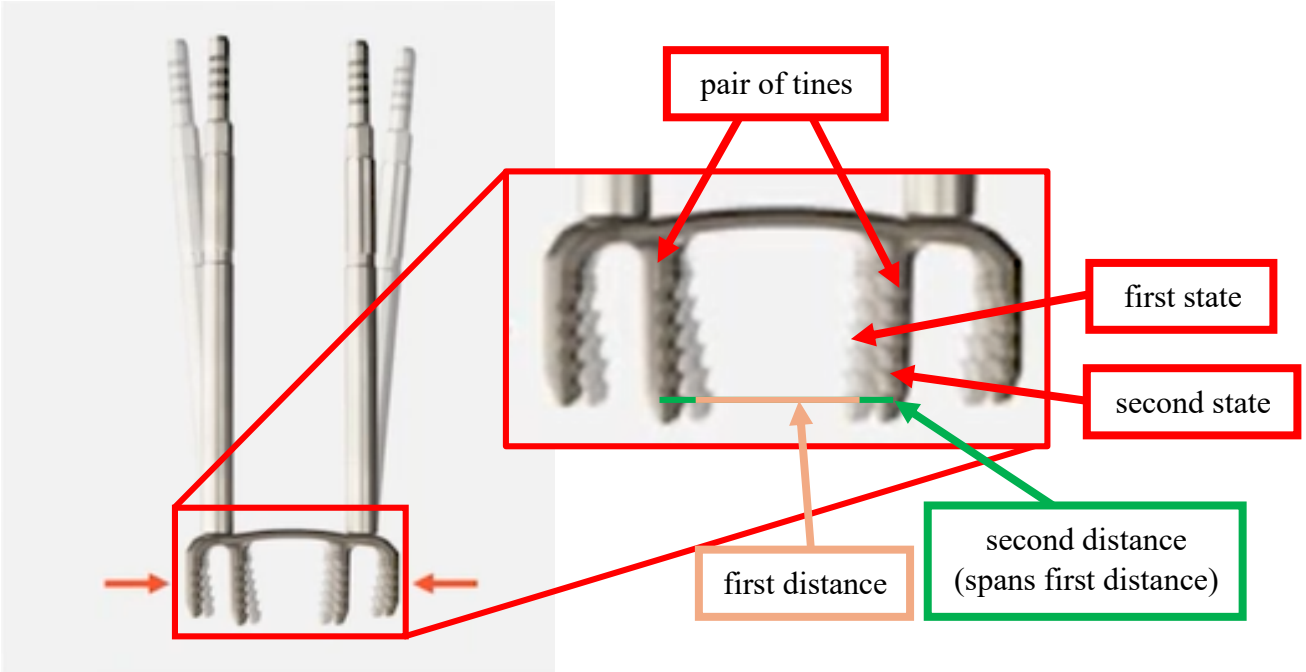
Claim Limitation	Evidence of Infringement
[1][b][ii] from a first state to a second state to increase a separation distance between a pair of tines of the staple from a first distance in the first state to a second distance in the second state,	The method elastically deforms the substantially horseshoe shaped bridge portion of the staple from a first state to a second state to increase a separation distance between a pair of tines of the staple from a first distance in the first state to a second distance in the second state.  *See* SpeedPlate Video at 25:02-37 (annotated).

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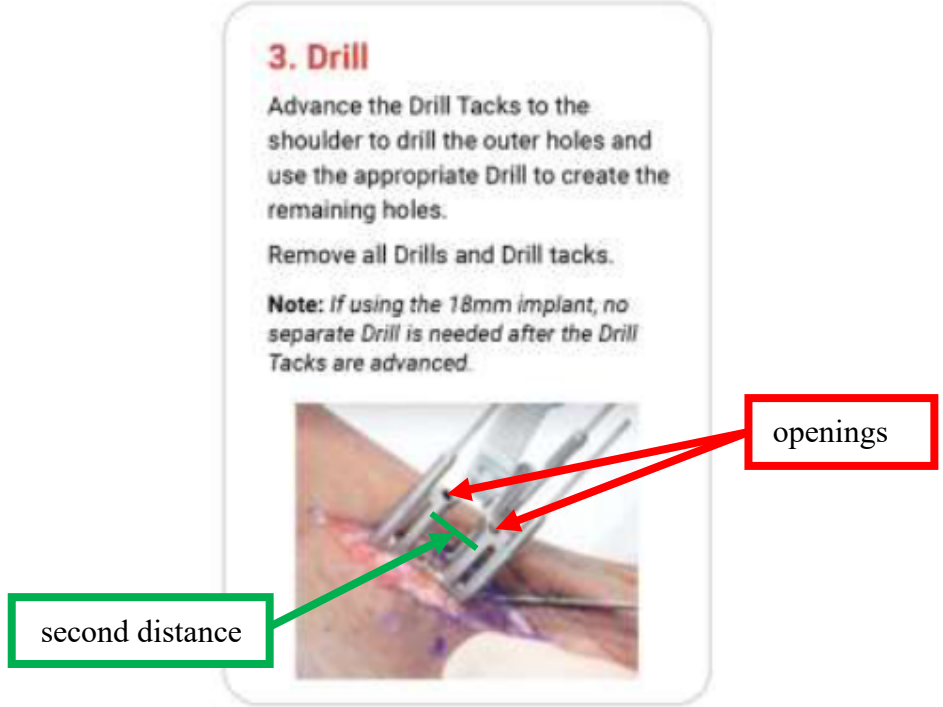
Claim Limitation	Evidence of Infringement
[1][b][iii] wherein the pair of openings in the drill guide portion of the guide are spaced the second distance;	The pair of openings in the drill guide portion of the guide are spaced the second distance.  SpeedPlate Steps at 1.

Infringement Chart for
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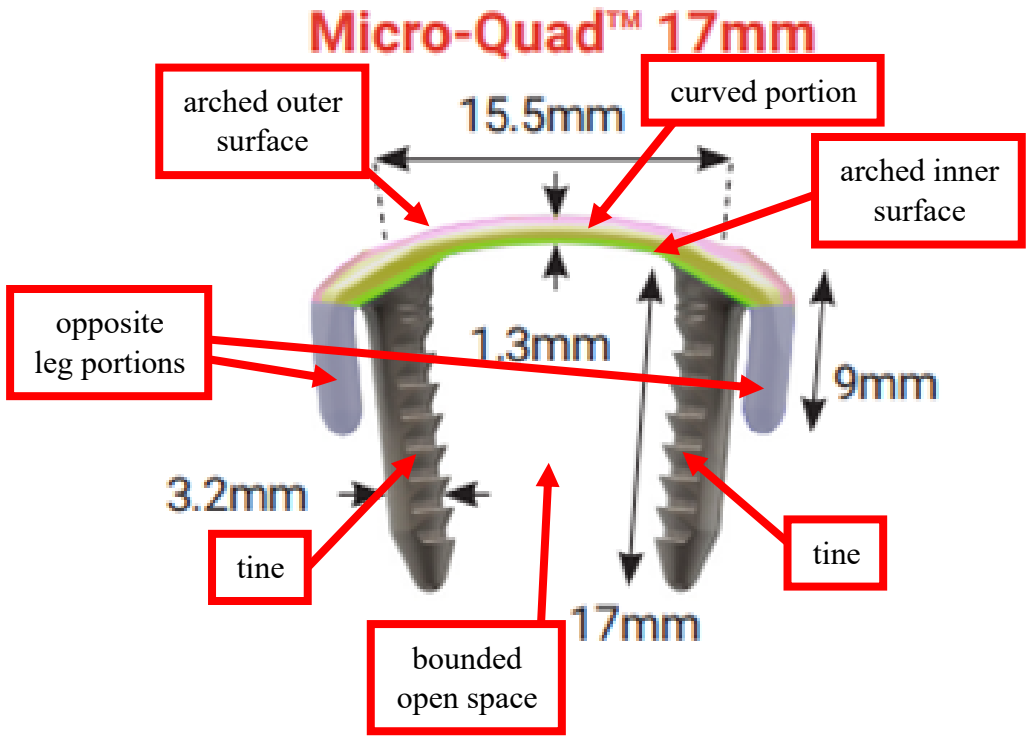
Claim Limitation	Evidence of Infringement
[1][c] the bridge portion connecting the pair of tines and comprising a curved portion and opposite leg portions, the curved portion having an arched inner surface and an arched outer surface, the inner surface and the leg portions bounding an open space;	The bridge portion connects the pair of tines and comprises a curved portion and opposite leg portions, the curved portion having an arched inner surface and an arched outer surface, the inner surface and the leg portions bounding an open space.  SpeedPlate Surgical Examples at 3 (annotated).

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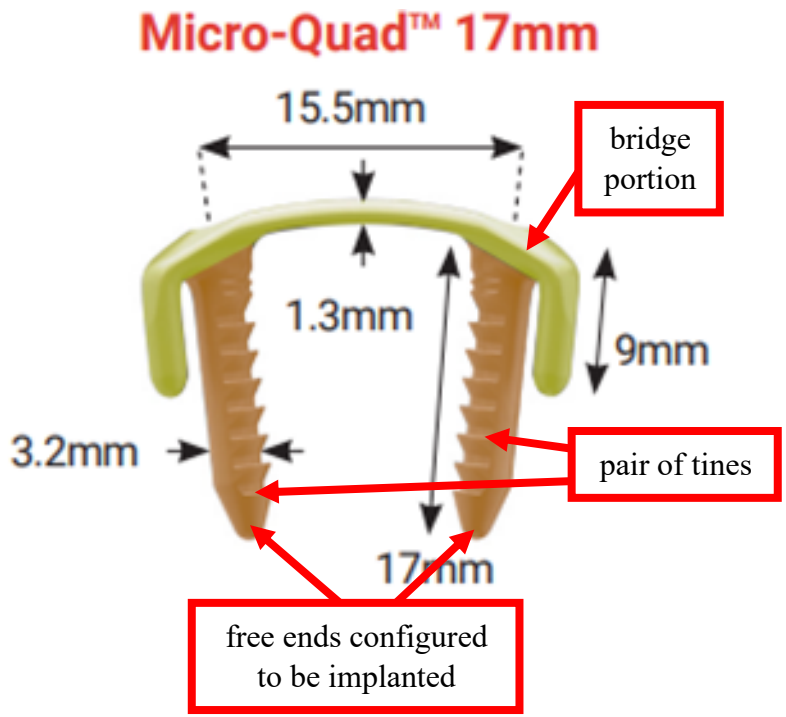
[1][d] the pair of tines extending from the bridge portion and including free ends configured to be implanted into the biological elements;	The pair of tines extends from the bridge portion and includes free ends configured to be implanted into the biological elements.  SpeedPlate Surgical Examples at 3.

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Claim Limitation	Evidence of Infringement
	 SpeedPlate Steps at 1 (annotated in green).

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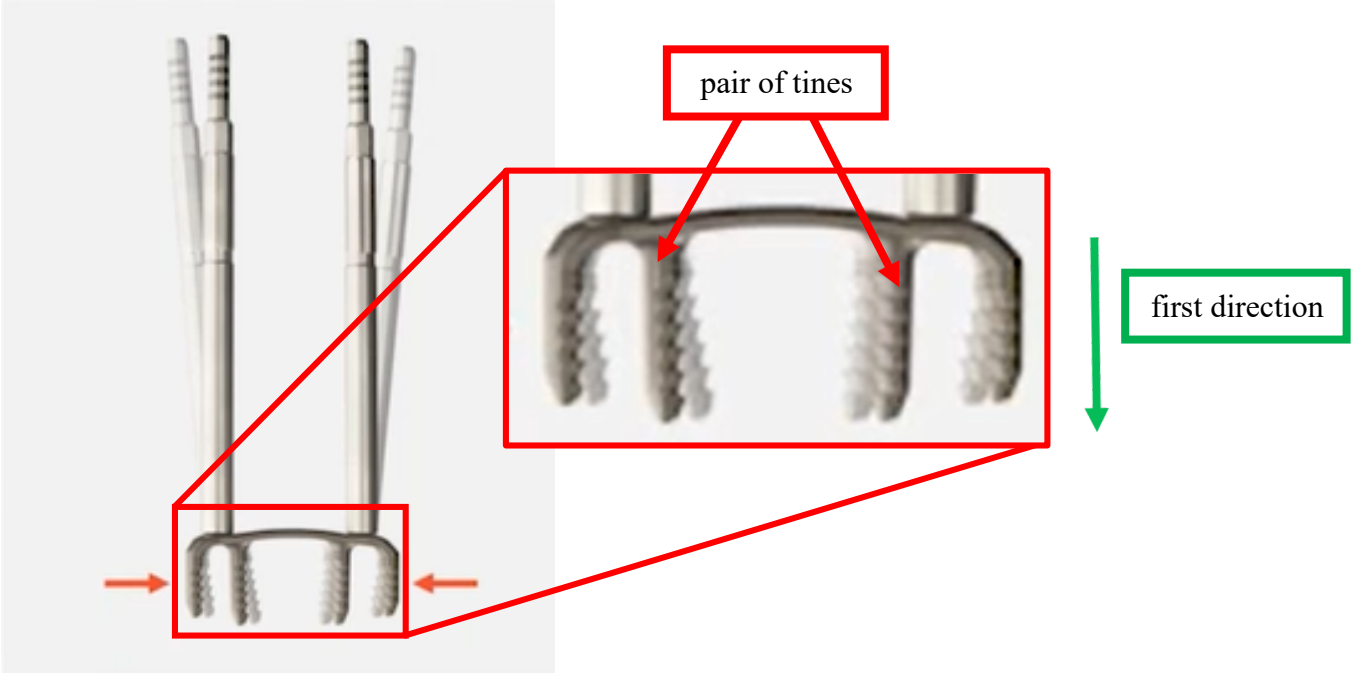
Claim Limitation	Evidence of Infringement
[1][e] each tine of the tines extending along a first direction defined between the bridge portion and a free end of the free ends thereof;	Each tine of the tines extends along a first direction defined between the bridge portion and a free end of the free ends thereof.  *See* SpeedPlate Video at 25:02-37 (annotated).

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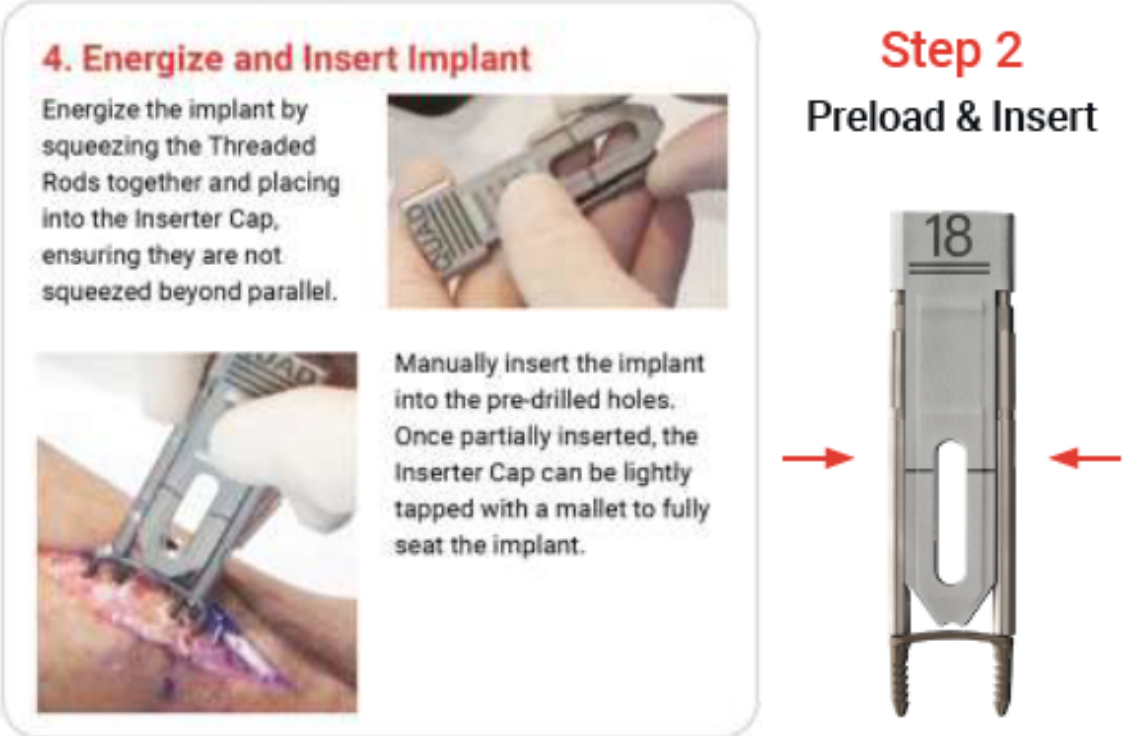
Claim Limitation	Evidence of Infringement
[1][f] maintaining the second state of the bridge portion;	The method comprises maintaining a second state of the bridge portion. As shown below, the SpeedPlate's bridge portion is maintained in the second state.  SpeedPlate Steps at 1; SpeedPlate Surgical Examples at 2; *see also* SpeedPlate Video at 35:00-37:10 (showing and discussing "maintaining curvature of the plate").

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[1][g] implanting the pair of tines of the staple into the pair of apertures formed in the pair of biological elements to allow engagement of a plurality of engagement mechanisms of the pair of tines with the biological elements, the plurality of engagement mechanisms positioned on portions of the tines that substantially face the other tine of the pair of tines along the first direction;	The method comprises implanting the pair of tines of the staple into the pair of apertures formed in the pair of biological elements to allow engagement of a plurality of engagement mechanisms of the pair of tines with the biological elements, the plurality of engagement mechanisms positioned on portions of the tines that substantially face the other tine of the pair of tines along the first direction. SpeedPlate Steps at 1 (annotated in green).

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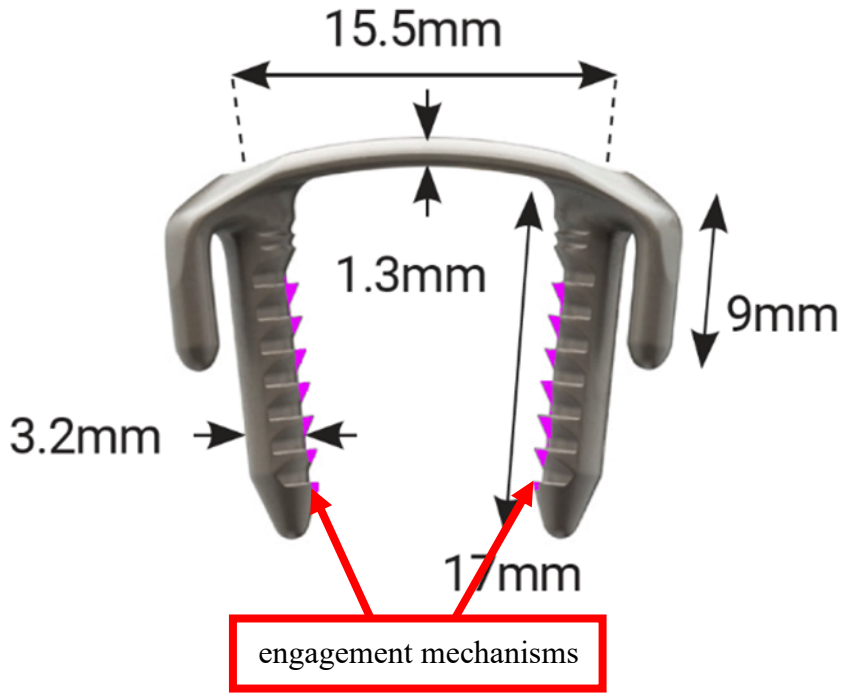
Claim Limitation	Evidence of Infringement
	 SpeedPlate Surgical Examples at 3 (annotated).

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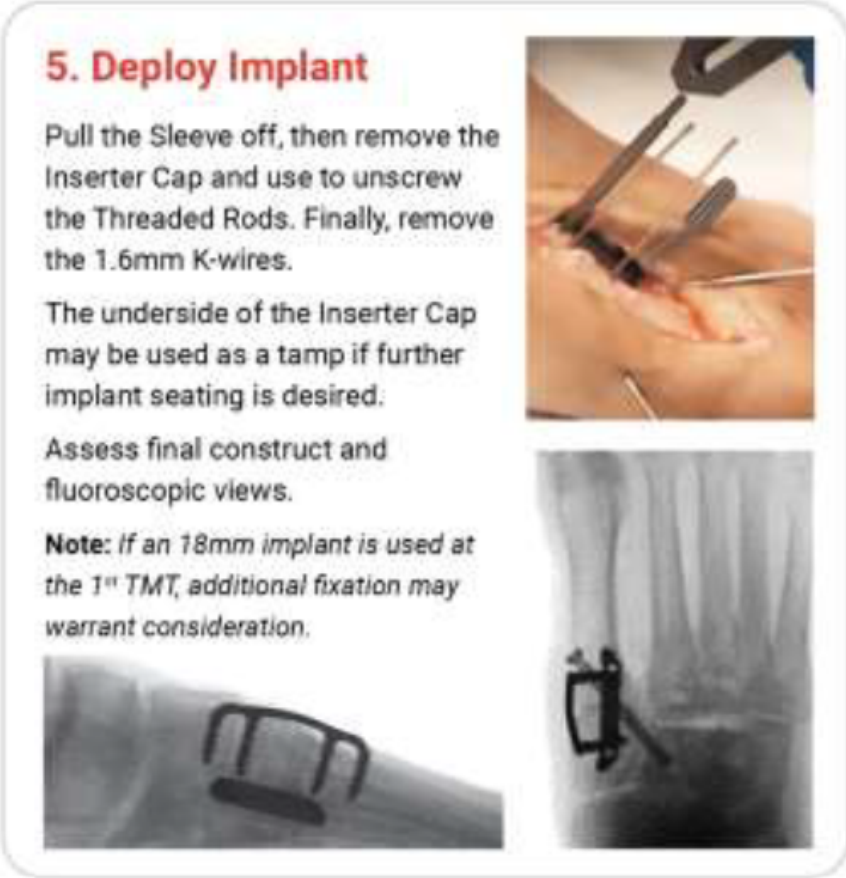
[1][h] releasing the potential energy of the elastic deformation of the second state of the bridge portion to apply a compressive force to the pair of biological elements via the tines and to engage the plurality of engagement mechanisms with the biological elements.	The method comprises releasing the potential energy of the elastic deformation of the second state of the bridge portion to apply a compressive force to the pair of biological elements via the tines and to engage the plurality of engagement mechanisms with the biological elements.  SpeedPlate Steps at 2 *see also* SpeedPlate Video at 37:05-20 (showing release of potential energy). As shown below, the SpeedPlate Brochure describes that, when the potential energy is released, the SpeedPlate™ "activate[s] compression of the implant."

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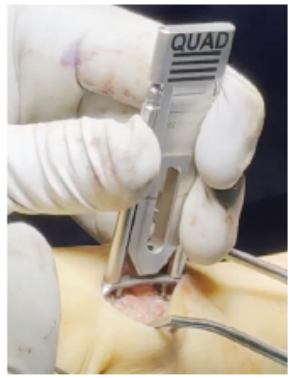
Claim Limitation	Evidence of Infringement
	Insert SpeedPlate™ The implant is energized by squeezing the Threaded Rods and inserting into the Inserter Cap. Insert the implant manually and lightly tap with a mallet until fully seated. Pull the Inserter Cap to activate compression of the implant and remove the Threaded Rods.  SpeedPlate Brochure at 4 (annotated).