

1 MICHAEL J. SACKSTEDER (CSB No. 191605)
msacksteder@fenwick.com

2 JESSICA L. BENZLER (CSB No. 306164)
jbenzler@fenwick.com

3 PAYAM AHMADI (CSB No. 353973)
pahmadi@fenwick.com

4 FENWICK & WEST LLP
One Front Street, 33rd Floor
5 San Francisco, CA 94111
Telephone: 415.875.2300
6 Facsimile: 415.281.1350

7 DAVID L. HAYES (CSB No. 122894)
dhayes@fenwick.com

8 FENWICK & WEST LLP
801 California Street
9 Mountain View, CA 94041
Telephone: 650.988.8500
10 Facsimile: 650.938.5200

11 Attorneys for Plaintiff EVIDIUM, INC.

12
13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION
16

17 EVIDIUM, INC.,

18 Plaintiff,

19 v.

20 BMJ PUBLISHING GROUP LIMITED,

21 Defendant.
22
23

Case No.: 4:26-cv-05050-AMO

**FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT, TRADE
SECRET MISAPPROPRIATION,
BREACH OF CONTRACT, BREACH
OF IMPLIED COVENANT OF GOOD
FAITH AND FAIR DEALING AND
UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

24
25
26
27 **PORTIONS OF THIS COMPLAINT**
28 **CONDITIONALLY FILED UNDER SEAL**

FIRST AMENDED COMPLAINT FOR
PATENT INFRINGEMENT

CASE No.: 4:26-cv-05050-AMO
BMJ Publishing Group Ex. 1016
BMJ Publishing Group v. Evidium

1 Plaintiff Evidium, Inc. (“Evidium”) hereby files this First Amended Complaint against the
2 BMJ Publishing Group Limited (“BMJ”), and alleges as follows:

3 **INTRODUCTION AND NATURE OF THE ACTION**

4 1. This case arose when a venerable institution in medical publishing misused its
5 position of trust, misrepresented its intentions, and broke its promises to a California-based start-
6 up company, stealing the company’s technology to compete directly against it.

7 2. Plaintiff Evidium has developed innovative technology for applying artificial
8 intelligence (“AI”) to the field of medical knowledge, making such knowledge computational and
9 enabling reliable, explainable healthcare AI. The technology has many applications across
10 healthcare, including diagnosing patients’ medical conditions, predicting the progression of those
11 conditions, identifying treatment needs, and supporting better outcomes. Defendant BMJ purported
12 to possess data that Evidium could employ in conjunction with Evidium’s technology.

13 3. Under the guise of fostering a business relationship between the two companies,
14 BMJ induced Evidium to enter into multiple agreements, [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 4. On information and belief, at the time this relationship began, BMJ was unaware of
21 the details of Evidium’s technology or of its vast potential to revolutionize the health care business.
22 On information and belief, soon, however, through its access to Evidium’s confidential
23 technological and business information, BMJ recognized this potential. BMJ began to use its
24 relationship with Evidium [REDACTED] to extract detailed
25 confidential and trade secret information from Evidium regarding Evidium’s technology and its
26 applications in the health care business.

1 5. Evidium eventually determined that [REDACTED]
2 [REDACTED] was of limited use to Evidium's technological implementations. In mid-2023 and early
3 2024, the parties entered negotiations to bring their relationship to a close.

4 6. Then, in or around November 2024, Evidium learned that BMJ had introduced a
5 product offering called "Clinical Intelligence." Clinical Intelligence copies the confidential and
6 trade-secret innovations of Evidium's own technology that BMJ obtained by pretending to work
7 on the business collaboration between BMJ and Evidium. BMJ has positioned Clinical Intelligence
8 to compete directly with Evidium's own offering in further violation of the agreements between
9 the two companies. BMJ's acts breach the [REDACTED] provisions of the
10 parties' agreements, constitute willful and malicious misappropriation of Evidium's trade secrets,
11 and give rise to claims of unfair competition by BMJ.

12 7. BMJ's products and services that rely on or relate to the BMJ knowledge graph,
13 including Clinical Intelligence, also infringe Evidium's patents, including United States Patent Nos.
14 11,869,674 ("the '674 patent"), 12,518,882 ("the '882 patent"), 12,518,883 ("the '883 patent"),
15 12,640,274 ("the '274 patent"), and 12,725,716 ("the '716 patent"). True and correct copies of the
16 '674, '882, '883, '274, and '716 patents are attached as **Exhibits A-E**.

17 8. BMJ continued its unlawful acts despite repeated demands by Evidium for BMJ to
18 cease and desist. Evidium first informed BMJ in December 2024 that BMJ's Clinical Intelligence
19 infringes the '674 patent and that BMJ had breached its contractual obligations and misappropriated
20 Evidium's trade secrets. Evidium provided a detailed summary of the evidence of BMJ's misdeeds
21 in April 2025. In April 2026, after Evidium's repeated attempts to convince BMJ to stop its
22 unlawful course of conduct were unsuccessful, Evidium provided notice that BMJ's Clinical
23 Intelligence also infringes the '882 and '883 patents. Nevertheless, BMJ has continued to compete
24 unlawfully against Evidium in the United States using Evidium's own technology.

25 9. Evidium thus files this lawsuit to protect and defend its innovations and recover
26 damages and obtain other remedies for the harm it has suffered from BMJ's unlawful activity.

THE PARTIES

10. Plaintiff Evidium is a corporation organized under the laws of Delaware, having a principal place of business at 650 California Street, San Francisco, California 94108. Evidium was formerly known as Recovery Exploration Technologies Inc. (“RecoverX”).

11. RecoverX Limited was a private limited company incorporated and registered in the United Kingdom.

12. On information and belief, Defendant BMJ is a company organized under the laws of the United Kingdom, with a principal place of business at BMA House, Tavistock Square, London, WC1H 9JR, United Kingdom.

JURISDICTION AND VENUE

13. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over the patent claims pursuant to 28 U.S.C. § 1338(a).

14. This Court has subject matter jurisdiction over the federal trade secret misappropriation claims pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*, 28 U.S.C. § 2201, and 28 U.S.C. § 1331.

15. This Court has supplemental jurisdiction over the other claims pled herein pursuant to 28 U.S.C. § 1367.

16. Additionally, diversity jurisdiction exists pursuant to 28 U.S.C. § 1332, as Evidium and BMJ are respectively citizens of a State and citizens or subjects of a foreign state, and the amount in controversy exceeds \$75,000.

17. This Court has personal jurisdiction over BMJ because BMJ has engaged in business activities in and directed activities to the United States as a whole, including California and this judicial district. On information and belief, BMJ has, directly or through agents and/or intermediaries, committed and/or contributed to the commission of the acts complained of herein in this judicial district; has engaged in business activities in and directed to this judicial district; has used, imported, offered for sale, sold, and/or advertised the infringing Clinical Intelligence platform in this judicial district; and has otherwise purposely availed itself of the privileges and benefits of

1 the laws of the State of California. These actions sufficiently give rise to this action and/or have
 2 established minimum contacts with California and this judicial district such that the exercise of
 3 jurisdiction would not offend traditional notions of fair play and justice.

4 18. Moreover, pursuant to [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]

9 A true and correct copy of the
 Technology Agreement is attached hereto as **Exhibit F**.

10 19. This Court also has personal jurisdiction over BMJ pursuant to Federal Rule of Civil
 11 Procedure 4(k)(2).

12 20. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c) and
 13 *In re HTC Corp.*, 889 F.3d 1349 (Fed. Cir. 2018) because BMJ is an alien defendant, and because
 14 this Court has personal jurisdiction over BMJ for the acts complained of herein. Additionally, as
 15 explained above, [REDACTED]
 16 [REDACTED].

17 21. **Divisional Assignment.** Pursuant to Civil L.R. 3-2(c) and General Order No.
 18 44(D)(3), this case is subject to district-wide assignment as it concerns intellectual property rights.

19 **FACTUAL BACKGROUND**

20 **Evidium's Innovative "Computational Medical Intelligence" AI Platform**

21 22. Evidium is a healthcare AI and computational evidence start-up company originally
 22 founded in the United States in January 2020 as RecoverX by founder and CEO Carl Bate.
 23 Evidium's mission is to make medical knowledge computational to support better clinical decision
 24 making, research, and care delivery. To achieve this, Evidium developed a neuro-symbolic AI
 25 platform known as "Computational Medical Intelligence," which combines computable knowledge
 26 graphs, symbolic AI, machine learning, and generative AI to transform unstructured medical
 27 knowledge and real-world clinical data into computable, explainable, and actionable clinical
 28 intelligence. Evidium's platform enables evidence, patient trajectories, and interventions to be

1 modeled in computational form, supporting transparent reasoning, next-best-action guidance, and
2 advanced healthcare AI applications, including for health systems, insurers and research.

3 23. A key invention underlying the Evidium AI Platform is the translation of medical
4 evidence into computational elements that can then be used for multiple applications, including
5 computerized suggestions for aiding patient diagnosis and treatment. Among other technologies,
6 the Evidium AI Platform utilizes computational evidence in the form of graphs that depend upon a
7 database of elemental diagnostic factors (“XDFs”) and elemental investigations linked to medical
8 conditions. These XDFs and investigations establish a medical ontology that may take the form of
9 a computable or computation-ready knowledge graph. A patient state can be determined by
10 extracting known diagnostic factors and investigation results from the patient chart. These known
11 factors and results are matched to the graph database and a ranking of likely conditions are output.

12 24. Recognizing Evidium’s cutting-edge technology and potential, an array of
13 healthcare AI investors have provided backing for the company. These include Health2047,
14 founded by the American Medical Association in 2016 to build and back early stage health-care
15 companies, as well as multiple other specialist health technology and deep technology funds and
16 individuals.

17 25. Evidium has devoted extensive time, money, and other resources to the research,
18 design, development, and enhancement of its Computational Medical Intelligence platform that
19 utilizes a proprietary architecture and software. Evidium is the owner of trade secrets relating to
20 these technologies, developed at significant expense and over many years. Evidium’s trade secrets
21 derive independent economic value from being not generally known to, and not being readily
22 ascertainable through proper means by, other persons who can obtain economic value from the
23 disclosure or use of the information.

24 26. Evidium has taken reasonable steps to ensure the confidentiality of its trade secrets.
25 These efforts include requiring employees to sign confidentiality agreements in connection with
26 their employment, using passwords to protect access to confidential and proprietary information on
27 company computers, and limiting access to Evidium’s trade secrets on a need-to-know basis.
28 Evidium further uses physical protections to safeguard its facilities. In addition, Evidium requires

1 companies with which it does business to agree to maintain confidentiality with respect to the trade
2 secrets that Evidium may share with them to conduct Evidium's business.

3 Evidium's Patents

4 27. Evidium has also protected certain aspects of its AI technology by obtaining patents
5 from the United States Patent and Trademark Office. Evidium has also applied for patent protection
6 in other countries.

7 28. Evidium owns all rights, title, and interest in several United States patents, including
8 the '674, '882, '883, '274, and '716 patents (collectively, the "Asserted Patents").

9 29. The United States Patent and Trademark Office issued the '674 patent on January
10 9, 2024. The '674 patent covers methods for translating medical evidence into computational
11 elements. The named inventors of the '674 patent are Carl Bate Tulley, Wian Stipp, Thomas Unger,
12 David A. Epstein, Matthew McSorley, Fady Nakhla, David Robinson, Jennifer May Lee, and
13 Arthur Böök. The '674 patent claims priority to provisional application No. 63/331,526, filed on
14 April 15, 2022.

15 30. Evidium is the owner of all rights, title, and interest in and to the '674 patent, with
16 the full and exclusive right to file suit and enforce the '674 patent, including the right to recover
17 damages for past infringement.

18 31. The '674 patent is valid and enforceable under U.S. patent laws.

19 32. The United States Patent and Trademark Office issued the '882 patent on January
20 6, 2026. The patent covers systems for translating medical evidence into computational elements.
21 The named inventors of the '882 patent are Carl Bate, Wian Stipp, Thomas Unger, David A.
22 Epstein, Matthew McSorley, Fady Nakhla, David Robinson, Jennifer May Lee, and Arthur Böök.
23 The '882 patent is a continuation of application No.18/446,954, filed on Aug. 9, 2023, which is a
24 continuation of the '674 patent that claims priority to provisional application No. 63/331,526, filed
25 on April 15, 2022.

26 33. Evidium is the owner of all rights, title, and interest in and to the '882 patent, with
27 the full and exclusive right to file suit and enforce the '882 patent, including the right to recover
28 damages for past infringement.

1 34. The '882 patent is valid and enforceable under U.S. patent laws.

2 35. The United States Patent and Trademark Office issued the '883 patent on January
3 6, 2026. The patent covers methods and systems for translating medical evidence into
4 computational elements. The named inventors of the '883 patent are Carl Bate, Wian Stipp,
5 Thomas Unger, David A. Epstein, Matthew McSorley, Fady Nakhla, David Robinson, Jennifer
6 May Lee, and Arthur Böök. The '883 patent is a continuation of application No. 18/446,954, filed
7 on Aug. 9, 2023, which is a continuation of the '674 patent that claims priority to provisional
8 application No. 63/331,526, filed on April 15, 2022.

9 36. Evidium is the owner of all rights, title, and interest in and to the '883 patent, with
10 the full and exclusive right to file suit and enforce the '883 patent, including the right to recover
11 damages for past infringement.

12 37. The '883 patent is valid and enforceable under U.S. patent laws.

13 38. The United States Patent and Trademark Office issued the '274 patent on May 26,
14 2026. The '274 patent covers systems for translating medical evidence into computational
15 elements. The named inventors of the '274 patent are Carl Bate, Wian Stipp, Thomas Unger, David
16 A. Epstein, Matthew McSorley, Fady Nakhla, David Robinson, Jennifer May Lee, and Arthur
17 Böök. The '274 patent is a continuation of application No. 18/446,954, filed on Aug. 9, 2023,
18 which is a continuation of the '674 patent that claims priority to provisional application No.
19 63/331,526, filed on April 15, 2022.

20 39. Evidium is the owner of all rights, title, and interest in and to the '274 patent, with
21 the full and exclusive right to file suit and enforce the '274 patent, including the right to recover
22 damages for past infringement.

23 40. The '274 patent is valid and enforceable under U.S. patent laws.

24 41. The United States Patent and Trademark Office issued the '716 patent on September
25 1, 2026. The '716 patent covers methods and systems for translating medical evidence into
26 computational elements. The named inventors of the '716 patent are Carl Bate, Wian Stipp,
27 Thomas Unger, David A. Epstein, Matthew McSorley, Fady Nakhla, David Robinson, Jennifer
28 May Lee, and Arthur Böök. The '716 patent is a continuation of application No. 19/050,862, filed

1 on Feb. 11, 2025, which is a continuation of application No. 18/446,954, filed on Aug. 9, 2023,
 2 which is a continuation of the '674 patent that claims priority to provisional application No.
 3 63/331,526, filed on April 15, 2022.

4 42. Evidium is the owner of all rights, title, and interest in and to the '716 patent, with
 5 the full and exclusive right to file suit and enforce the '716 patent, including the right to recover
 6 damages for past infringement.

7 43. The '716 patent is valid and enforceable under U.S. patent laws.

8 44. The asserted patents share a common specification. They disclose and claim
 9 inventions for automating access to medical evidence, including a computational evidence platform
 10 allowing any application to query and use the medical evidence. **Exhibit A**, '674 patent, 1:17-21.¹

11 45. The asserted patents explain that around the time of the invention date, U.S.
 12 healthcare waste was estimated at \$1.5 trillion for numerous reasons. *Id.*, 1:25-26. For instance,
 13 bias and misdiagnosis were omnipresent and disproportionately impacted groups, with each person
 14 likely to be misdiagnosed at some point in their lifetime. *Id.*, 1:26-29. The timeframe for new
 15 research to be put into practice for the public benefit was lagging between 5-17 years. *Id.*, 1:29-
 16 30. Moreover, the burden to increase efficiency rested on the clinicians, who at the time had
 17 reached around a 50% burnout rate. *Id.*, 1:34-35.

18 46. Medical evidence is the fundamental knowledge unit of diagnosis and treatment, but
 19 guidelines, treatment, payer economics, research, regulation, current scientific practice, and
 20 operational medical knowledge have historically been represented primarily as documents in
 21 guidelines. *Id.*, 1:36-40. Only approximately 20% of clinical guidelines are backed by current,
 22 high-quality evidence. *Id.*, 1:32-33. These problems severely limit diffusion, feedback, and
 23 scalability. *Id.*, 1:40-41. The asserted patents further highlight that artificial intelligence ("AI")
 24 architectures based on text alone are not sufficient to represent, process, or reason controllably or
 25 reliably. *Id.*, 1:41-47. Solving this major problem is critical to improved health outcomes and
 26 sustainable healthcare. *Id.*, 1:50-51.

27
 28 ¹ Because the asserted patents are a chain of continuations that share a substantially identical
 specification, citations herein are provided to the '674 patent only unless otherwise stated.

1 47. Leading up to this invention, the Asserted Patents indicate that the then-best practice
2 took what were essentially narrative paper documents, even if in digital form originally, and boiled
3 them down to other paper documents, again in narrative form, that required human beings to
4 interpret their contents. *Id.*, 1:59-63. This process was slow, inefficient, generalized, and lacked
5 sufficient feedback, but was unfortunately the best available before the technology described in the
6 asserted patents and Evidium's contributions. *Id.*, 1:63-65. At around the time of the invention,
7 current referential evidence could not support individualized assessments and context, providing
8 insight only at a population level. *Id.*, 2:1-3. The asserted patents explain that, if existing products
9 remain unchanged, their utility to key customers would decline for several reasons. *Id.*, 2:3-5. For
10 example, future decisions would involve more and more factors including, but not limited to, the
11 type of coverage, co-morbidities, individual laboratory values and trends, and others. *Id.*, 2:5-7.
12 Then-existing technologies were not able to scale within the world of precision medicine. *Id.*, 2:7-
13 9. For instance, one of the major challenges was the limited post-clinical trial evidence based on
14 the real-world complexity of patient clinical context and response, which perpetuated generalized
15 guidelines or guidelines that may be harmful. *Id.*, 2:9-13.

16 48. The asserted patents disclose and claim a new platform and new techniques to
17 address these and other technological problems. *Id.*, 2:26-27. They recite particular methods and
18 systems for making medical evidence itself computational and usable in a way that can be
19 referenced by any application. *Id.*, 2:36-38. For example, the asserted patents cover the translation
20 of medical evidence into computational evidence using XDFs and the use of such computational
21 evidence in a graph database. The asserted patents disclose and claim transforming medical
22 evidence, which historically existed principally in narrative and quantitative forms designed for
23 human interpretation, into reusable elemental clinical concepts, including medical conditions,
24 diagnostic factors, findings, investigations, and investigation results, with separately represented
25 clinical context and relationships. These elements are computationally useful because they can be
26 reused and composed across different conditions, evidence sources, and medical taxonomies. The
27 disclosure and claims of the asserted patents include, but are not limited to, (1) representing clinical
28 concepts as elemental factors and investigations that are computation useful (e.g., can be shared

1 across conditions) and linking them within a computational representation (e.g., '674 patent claim
2 1, '882 patent claim 1, '274 patent claim 1); (2) determining a patient's clinical state using these
3 elemental factors and investigations (e.g., '674 patent claim 12, '882 patent claims 15 and 21, '883
4 patent claims 1 and 23, '274 patent claims 9 and 11, '716 patent claims 1 and 14); and
5 (3) determining the next-best action to recommend for the particular patient based upon that state
6 (e.g., '674 patent claim 24, '882 patent claim 32, '274 patent claim 19). *See, e.g., id.*, 2:56-63.
7 Patient-specific observations can therefore be mapped onto the same computational representation,
8 allowing software applications to compute over the combination of applicable medical evidence to
9 determine patient state, assess supported conditions, and identify appropriate next actions.

10 49. One technological consequence of this architecture is the ability to disambiguate
11 clinical concepts by representing elemental concepts independently from their condition-specific
12 clinical context and relationships. The same symptom, finding, risk factor, or investigation can
13 participate in the representation of multiple medical conditions without being recreated separately
14 within each condition-specific narrative. For example, the same symptom may be evidence
15 relevant to several different conditions. Its significance in a particular clinical computation is
16 determined not merely by its textual name, but by its represented relationships to those conditions
17 and by the other evidence applicable to the patient. Likewise, a risk factor may modify the
18 likelihood of multiple conditions, and an investigation result may support or contradict different
19 candidate patient states. Certain asserted claims expressly implement this principle through
20 separate graph nodes. For example, claim 1 of the '274 patent requires "wherein said medical
21 condition and said symptom, which are associated with said same name in said one or more medical
22 evidence sources, are represented in different nodes in said graph database in order to disambiguate
23 one or more of said plurality of clinical concepts." The claimed systems and methods then permit
24 software applications to access and traverse those separately represented concepts and relationships
25 through APIs in generating healthcare determinations. The claimed disambiguation is therefore
26 not merely textual word-sense resolution. It is one specific manifestation of the broader
27 computational architecture in which clinical concepts, their context, and their evidentiary
28 relationships are separately represented so that they can be reused, composed, and operated over

1 computationally. This approach improves how computer systems structure and process medical
2 evidence by enabling these computer systems to integrate and use medical evidence from multiple
3 sources in a way that eliminates ambiguity and produces more reliable results.

4 50. The asserted patent claims are therefore directed to patent-eligible, non-abstract
5 subject matter. The asserted patent claims recite a particular structure, architecture, and design that
6 address, among other things, a specific technological problem: Medical evidence contained in
7 conventional narrative sources was not represented in a form that software could directly compute
8 over. The claimed structures, computer architectures, designs, and techniques provide a non-
9 abstract, physical improvement to computer technology or operations by extracting medical
10 evidence or related clinical guidelines from sources and placing the underlying evidence into a
11 structured computational representation that can be queried by software applications and mapped
12 to external data inputs such as a patient chart. *Id.*, 2:38-44. Natural-language processing NLP may
13 be used as one technique for extracting clinical concepts from narrative evidence, but this extraction
14 is only an input to the claimed structures, computer architectures, and designs that encompass the
15 technological advance. The extracted evidence is transformed into a persistent computational
16 representation comprising reusable clinical elements and separately represented context and
17 relationships embodied in the structures, computer architectures, and designs. The claimed
18 methods and systems therefore do not merely process the language in which medical evidence
19 happens to be initially expressed; they transform that underlying medical evidence into a form
20 designed for computation.

21 51. The asserted patents further describe and claim a computational evidence
22 architecture in which medical evidence is represented as computational elements capable of use by
23 software applications across the science and practice of medicine, including clinical decision
24 support, diagnosis, administrative processes, and research purposes. *Id.*, 2:45-50. At the time of
25 the invention, prior techniques placed medical evidence into separate silos, which could not be
26 readily composed or used for machine reasoning across medical applications. *Id.*, 2:53-55.
27 Moreover, AI applications generally were separated from the systems in which they were used in
28 the course of real-time diagnosis by a clinician, which could lead to, among other consequences,

1 delay of authorizations for testing due to the lack of prerequisite information. *Id.*, 4:1-5. The
2 inventors of the asserted patents resolved these problems, as well as many other issues, by
3 converting medical evidence into computation elements that are application (e.g., AI) ready,
4 computational, diffusible, and deployable at unprecedented scale. *Id.*, 4:31-36.

5 52. BMJ's own experience further demonstrates that the asserted inventions were not
6 simply the routine use of generic computer components. Despite already possessing its own
7 medical evidence content and XML, database, graph, and ordinary computing capabilities, BMJ
8 lacked the ability to develop its own clinical intelligence solution employing a knowledge graph
9 based on computable medical evidence before its extensive technical interactions with Evidium.
10 BMJ itself approached Evidium specifically to help address "computability" and "semantic
11 reasoning" problems that BMJ's existing technology had not solved. BMJ's pre-existing
12 technologies principally organized and presented clinical content for human consumption; they did
13 not provide a representation in which the underlying medical evidence was elemental, reusable,
14 composable, and directly operable upon by software. If generic XML, graph databases, NLP, and
15 conventional computer processing were sufficient to provide the claimed functionality, BMJ would
16 have already possessed the relevant technological components. But BMJ lacked the specific
17 technological improvement in representation of medical evidence reflected in the asserted patent
18 claims that makes the underlying medical evidence computationally reusable and composable for
19 machine reasoning. BMJ's own experience therefore provides real-world evidence that the claimed
20 inventions enabled much more than the performance of an abstract idea using generic computing
21 equipment. They required the revolutionary computational advancement that Evidium invented.

22 53. The claimed inventions also provide a computational interface between medical
23 evidence and an individual patient. Patient-specific observations, including findings, risk factors,
24 investigation results, history, and other relevant clinical information, can be mapped onto elemental
25 concepts used to represent the evidence. Software applications, including AI-based and
26 deterministic algorithms, can therefore compute over the combination of evidentiary elements and
27 relationships applicable to that particular patient to determine patient state, assess which conditions
28 are supported, and identify next-best actions. The result is not merely retrieval of relevant medical

1 text. The computation can remain linked to the represented medical evidence and relationships
2 from which the patient-state determination was derived.

3 54. Any analogy to a human performing the claimed computational process mentally or
4 with pencil and paper conflates ordinary human clinical reasoning with the computer architecture
5 described and claimed in the asserted patents. A human can of course read medical evidence and
6 reason about an individual patient. But doing so does not create and maintain a persistent machine-
7 operable representation of reusable clinical elements and their relationships across numerous
8 medical conditions, evidence sources, and taxonomies; expose that representation to software
9 applications through computer interfaces; map external patient observations onto it; and permit
10 those applications to repeatedly compute over the resulting evidence representation. Similarly,
11 merely looking up a parent-child relationship within an ontology is not equivalent to the claimed
12 computer architecture. Medical ontologies may provide individual concept definitions and
13 hierarchical relationships, but the asserted computer architecture connects independently
14 represented clinical concepts and investigations across medical contexts and, in certain claims,
15 across different medical ontologies, in a graph that software can traverse as part of generating a
16 medical determination. The claimed invention is therefore not simply a computerized version of a
17 clinician thinking more quickly. It is a computer architecture for transforming and maintaining
18 medical evidence in a persistent computational representation upon which software systems can
19 operate.

20 55. The asserted patents thus address a technology-based problem: medical evidence
21 historically being represented principally in forms designed for human interpretation rather than
22 machine computation, with a technology-based solution: transforming the underlying evidence into
23 reusable, composable computational elements with explicitly represented clinical context and
24 relationships that can be mapped to external patient information and operated over by software
25 applications. The claimed advance is not simply increased speed or efficiency in performing an
26 abstract information-processing task. It changes the computational form in which medical evidence
27 is represented and thereby enables machine functionality that prior document-, presentation-, and
28 generic database-oriented approaches did not and could not provide.

1 56. The technological capability of this computer architecture is particularly important
2 for healthcare AI. Systems based principally on statistical language generation such as large
3 language models (“LLMs”) may produce plausible-sounding outputs without an explicit
4 computational representation of the evidence supporting those outputs. By contrast, the asserted
5 architecture makes the underlying medical evidence and its relationships directly computable. This
6 enables software systems to preserve a traceable connection between a medical determination and
7 the evidence on which it is based, and provides a foundation for greater explainability,
8 controllability, governance, and reproducibility in healthcare AI. Further, such traceability
9 improves capabilities for AI learning, by being able to accurately connect observations, evidence
10 and real-world impact of actions. These are not merely valuable commercial applications of the
11 invention; they are consequences of the different computational architecture the invention creates.
12 These inventions therefore have high value for healthcare and ultimately the safe and scalable
13 application of AI.

14 57. In essence, the asserted inventions make medical evidence computable. They do not
15 merely process the words in which medical evidence happens to be expressed, nor do they merely
16 identify statistical correlations in patient data. Rather, they transform the underlying medical
17 evidence, including its clinical concepts, quantitative information, context, and relationships, into
18 reusable and composable computational elements. Patient observations can then be projected onto
19 that representation, enabling software to compute what the combination of applicable evidence
20 means for the patient’s state and what further investigation or action the evidence points to. The
21 asserted inventions provide a foundational computational architecture: Once medical evidence and
22 patient state can be represented and reasoned over computationally, the same representation can
23 support multiple downstream medical applications and algorithms. The technological advance is
24 therefore not faster retrieval, better organization of medical information, or automation of a human
25 reading documents. It is the conversion of medical evidence from something humans read and
26 interpret into something machines can directly compute over.

27 58. The asserted claims of the ’882 patent were allowed after amendment following a
28 rejection of the originally filed claims 1-30 under 35 U.S.C. §§ 101 and 102. *See Exhibit G.*

1 Specifically, the examiner agreed with applicant's argument that addition of the limitation
2 "establish one or more application programming interfaces (APIs) for said graph database, said one
3 or more APIs allowing an application to integrate with said graph database to access said separate
4 entries that are linked in said graph database in order to generate a healthcare determination"
5 overcame the section 101 rejection. *Id.* As the applicant argued and the examiner noted in allowing
6 the claims, "[N]ot only is an API a software construct that a human cannot practically perform in
7 his or her mind, but also [] the API allows the software application to integrate with the graph
8 database to access the entries. Practically speaking, a human cannot implement a software
9 application in his or her mind in order to integrate it with a graph database via an API." *Id.* Thus,
10 the asserted claims of the '882 patent were allowed over the prior art of record and following
11 consideration of Section 101 issues.

12 59. The asserted claims of the '883 patent were also allowed after amendment following
13 a rejection of the originally filed claims 1-30 under 35 U.S.C. §§ 101 and 102. *See Exhibit H.*
14 Specifically, the examiner agreed with applicant's argument that addition of the limitation
15 "outputting, responsive to said medical query, an output to said software application, wherein said
16 output includes data related to one or more of said medical condition nodes, said finding nodes, or
17 said investigation nodes that are relevant to said medical query in order for said software application
18 to generate a medical determination" overcomes the section 101 rejection. *Id.* The applicant argued
19 and the examiner noted in allowing the claims that "not only is the API (through which the software
20 application outputs its medical determination) a software construct that a human cannot practically
21 perform in his or her mind, but also [] the API allows the software application to access the
22 knowledge graph to perform the query. . . [A] human cannot implement a software application in
23 his or her mind in order to access a knowledge graph via an API." *Id.* Thus, the asserted claims of
24 the '883 patent were allowed over the prior art of record and following consideration of Section
25 101 issues.

26 60. The asserted claims of the '274 patent were also allowed after amendments
27 following a non-final rejection of the originally filed claims 1-30 under 35 U.S.C. §§ 101 and 102
28 and a final rejection of then-pending claims 1, 3, 4, 7-13, 16-35 under 35 U.S.C. § 101. *See Exhibit*

1 I. Specifically, the examiner determined that the applicant's amendments to independent claims 1
2 and 12, to recite use of a natural language processing (NLP) engine, among other earlier claim
3 amendments, overcame the Section 101 rejection. *Id.* Thus, the asserted claims of the '274 patent
4 were allowed over the prior art of record and following consideration of Section 101 issues.

5 61. The asserted claims of the '716 patent were also allowed after amendments
6 following a non-final rejection of the originally filed claims 1-15 under 35 U.S.C. §§ 101 and
7 103. *See Exhibit J.* Specifically, the examiner determined that the applicant's amendments to
8 claims 1 and 9 overcame the Section 101 rejection by reciting that the knowledge graph includes
9 "a plurality of investigation nodes . . . linked to at least one [] medical condition nodes, wherein at
10 least one of said diagnostic factor nodes stores an ontology link to an entry in a first electronic
11 medical ontology that defines a diagnostic factor, wherein at least one of said investigation nodes
12 stores an ontology link to an entry in a second electronic medical ontology that defines an
13 investigation, and wherein said first and second medical ontologies are different from one another
14 and are traversable from said knowledge graph.". *Id.* Thus, the asserted claims of the '716 patent
15 were allowed over the prior art of record and following consideration of Section 101 issues.

16 The Parties' Mutual Business Relationship

17 62. Beginning in April 2020, Evidium and BMJ engaged in numerous discussions
18 related to a potential ongoing mutual business relationship. Under the guise of establishing a
19 mutually beneficial business collaboration, BMJ induced Evidium (formerly RecoverX) and its
20 United Kingdom counterpart, RecoverX Limited, to enter into four agreements:

- 21 • [REDACTED]
- 22 [REDACTED]
- 23 [REDACTED]
- 24 [REDACTED]
- 25 [REDACTED]
- 26 [REDACTED]
- 27 • [REDACTED]
- 28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] BMJ and RecoverX executed an “Agreement for the Licensing of BMJ Best Practice” dated June 1, 2021 (“Best Practice Agreement”), [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Under the “Technology Licence Agreement” dated October 1, 2021 between BMJ and RecoverX (“Technology Agreement,” **Exhibit F**), [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 Collectively, the [REDACTED], [REDACTED], Best Practice Agreement, and
7 Technology Agreement are referred to herein as the “Agreements.”

8 63. Following the execution of these Agreements, the parties had a series of discussions
9 in which Evidium disclosed extensive details about the technical design, development, and
10 implementation of Evidium’s Computational Medical Intelligence platform, including its XDF and
11 graph database technology and its methods for creating and utilizing computational evidence. BMJ
12 also induced Evidium to disclose details of its technology for a next-best-action system comprising
13 computational evidence, model training, and real-time operations (“Next-Best-Action
14 Technology”). BMJ also gained extensive knowledge of Evidium’s confidential detailed business
15 plans and strategies.

16 64. For example, in September and October of 2020, Evidium shared its initial core
17 design frameworks, including XDFs, and ideas concerning its proprietary graph with BMJ’s Chief
18 Technology Officer, Ian Mulvany, and its Head of Health Informatics, Chris Wroe. [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 65. As part of the parties’ arrangement [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

66.

BMJ Lacked Comparable Technology Before the Arrangement with Evidium

67. On information and belief, when Evidium and BMJ began confidential business and technical communications, BMJ had no notion of developing its own clinical intelligence solution employing a knowledge graph based on computable evidence—*i.e.*, content that is machine readable and processable for any use case in any context—such as that employed by Evidium.

68. On information and belief, BMJ’s products and prototypes at that time, including its Action Sets product derived from Best Practice content, did not utilize computable data. For example,

BMJ thus lacked computable capability before Evidium’s involvement.

1 69. On September 11, 2021, Evidium provided—at BMJ’s request [REDACTED]
2 [REDACTED]—a proposal to help make BMJ’s Action Sets
3 computable [REDACTED]. This proposal included detail
4 on Evidium’s [REDACTED]
5 [REDACTED]
6 [REDACTED] Shortly after Evidium shared this proposal, containing details of Evidium’s computable
7 evidence technology in response to BMJ’s request to help make its Action Sets computable, Mr.
8 Mulvany proposed that the BMJ and Evidium teams get together to share architecture plans and
9 learn more about how BMJ could make use of Evidium’s computable evidence technology. In
10 response, a two-day “Tech and Product Deep Dive” was held on December 9-10, 2021. Attendees
11 for the deep dive included Ms. Crowe, Mr. Mulvany, and Mr. Wroe from BMJ. [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 70. On January 19 and 25, 2022, further deep-dive meetings were held between Evidium
22 and BMJ on [REDACTED] and Evidium’s proprietary technology. The purpose of these deep
23 dives was to further explore collaboration opportunities for BMJ to use Evidium technology as part
24 of a partnership between the companies. In connection with the first session, Evidium shared with
25 Mr. Mulvany and the BMJ team a document [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED] Through
9 confidential communications with Evidium, [REDACTED]

10 [REDACTED] BMJ first learned of the technical and commercial desirability of such an approach.

11 71. During both of the January 2022 deep dive sessions, Evidium shared multiple details
12 about its approach to computable evidence with BMJ, as recorded by notes taken by Mr. Wroe from
13 the sessions and circulated to the parties afterward. Those notes show that details of Evidium's
14 technology disclosed to BMJ included at least the following [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 72. Following these sessions, BMJ requested and Evidium provided further details and
19 access to its proprietary technology. Specifically, on March 9, 2022, BMJ emailed Evidium asking
20 about [REDACTED]

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

FENWICK & WEST LLP
ATTORNEYS AT LAW

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED] Evidium provided these materials [REDACTED]

[REDACTED]

73. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

74. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 75. On information and belief, before its technical discussions with Evidium, [REDACTED]
2 [REDACTED] It learned
3 how to do so through extensive exposure to the details of Evidium’s confidential, trade secret
4 technology.

5 **BMJ Misappropriates Evidium’s Intellectual Property**
6 **to Develop a Competing Product**

7 76. Although the parties continued to discuss the potential for an ongoing business
8 relationship based on the Agreements, Evidium ultimately determined that the data BMJ provided
9 under the Agreements was of limited use to Evidium’s technological implementations.
10 Recognizing that there was no benefit to having the relationship go forward, in late 2023 and during
11 the first half of 2024, the parties negotiated a mechanism to wind down the relationship.

12 77. An improbably short time after [REDACTED]
13 [REDACTED] BMJ announced and began marketing
14 “BMJ Clinical Intelligence,” which purported to employ the “BMJ knowledge graph” to “deliver[]
15 computable evidence at scale.” This announcement in 2024 effectively mimicked not only
16 Evidium’s product offering but also the language Evidium uses to market its own offering. The
17 announcement included [REDACTED]—two individuals
18 who received Evidium’s confidential, trade secret information during the deep-dive sessions
19 between Evidium and BMJ. [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 78. The “BMJ Clinical Intelligence” platform is described at
23 <https://clinicalintelligence.bmj.com/> and was publicly demonstrated at the HIMSS 2025 Global
24 Conference in Las Vegas, Nevada in March 2025. See **Exhibit K**. BMJ has stated in a public
25 presentation about BMJ Clinical Intelligence that the product is “[u]sed by BMJ for our own
26 products and our customers.” See **Exhibit L**. The BMJ website describes that platform as
27 “computable evidence at scale” that “provides healthcare providers, payors, and healthcare
28 platform providers with high-quality computable guideline recommendations across the whole

1 patient and population health journey,” and gives “trusted recommendations” that are “coded and
2 converted into computable form in a knowledge graph.” See **Exhibit M**
3 (<https://clinicalintelligence.bmj.com/> (last visited April 16, 2026)). This platform and its
4 underlying database derived from BMJ’s Best Practice data converted into computable form via
5 natural language processing is referred to collectively as “BMJ Clinical Intelligence.”

6 79. On information and belief, BMJ Clinical Intelligence and other AI product offerings
7 that rely on or relate to the BMJ knowledge graph are built using Evidium’s trade secrets,
8 confidential information, and patented technology. Such products also compete directly with
9 Evidium’s platform utilizing detailed trade secrets and patented technology derived from these
10 extensive technical and business discussions between Evidium and BMJ.

11 80. BMJ has since publicly described a broader enterprise strategy—beyond merely
12 Clinical Intelligence—of transforming BMJ Group’s clinical content into “computable evidence”
13 delivered through a “dynamic knowledge graph” architecture supporting APIs, workflow
14 integrations, and large language model (“LLM”) systems across BMJ Group offerings. BMJ
15 publicly states that it is “embedding 200 years of evidence directly into clinical workflows” and
16 describes its knowledge graph as “relationship-based” rather than rules-based, positioning the
17 architecture as foundational infrastructure for AI-enabled clinical reasoning systems. Separately,
18 BMJ has stated in its own Clinical Intelligence materials that this graph-based architecture is “used
19 by BMJ for our own products and our customers.”

20 81. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 82. Evidium discovered BMJ's violations of the parties' Agreements and improper use
2 of Evidium's intellectual property in or around November 2024, when Evidium learned that BMJ
3 had introduced its Clinical Intelligence product and began to look into its design, capabilities in
4 converting medical information into computable form, and the structure of the knowledge graph on
5 which was based.

6 83. On December 12 and 22, 2024, counsel for Evidium sent letters to BMJ and its
7 counsel detailing BMJ's breaches of the parties' Agreements, theft of Evidium's intellectual
8 property, and notifying BMJ of BMJ's infringement of the '674 patent. The letters demanded that
9 BMJ immediately cease all activities on its own behalf or on behalf of its customers to use, sell,
10 offer for sale, market, promote, or distribute BMJ Clinical Intelligence or any other infringing
11 technology in the United States. BMJ refused to stop its illegal activities.

12 84. On April 8, 2025, in response to BMJ's denial of infringement, counsel for Evidium
13 sent a letter to BMJ and its counsel providing further evidence of BMJ's breaches of the parties'
14 Agreements, misappropriation of Evidium's trade secrets, and infringement of the '674 patent.

15 85. On April 8, 2026, counsel for Evidium sent a letter to BMJ and its counsel notifying
16 BMJ of BMJ's infringement of the '882 and '883 patents. The letter demanded that BMJ
17 immediately cease all infringing activities. It also reiterated Evidium's previous demands for BMJ
18 to cease its unlawful use of Evidium's confidential, trade secret, and patent-protected information
19 and technology to make commercial inroads in the United States market in competition with
20 Evidium. On information and belief, BMJ has made no attempt to comply with Evidium's demand.

21 86. By using, selling, or offering for sale products and services that rely on or relate to
22 the BMJ knowledge graph, including BMJ Clinical Intelligence, in the United States, and by
23 inducing others to use such products and services, BMJ has and continues to willfully and
24 maliciously misappropriate Evidium's trade secrets and has and continues to willfully infringe
25 Evidium's patents. BMJ has also breached its confidentiality and non-compete obligations in the
26 Agreements with Evidium, and is engaging in unfair competition at least under the laws of the state
27 of California.

FIRST CAUSE OF ACTION**(Infringement of United States Patent No. 11,869,674)**

87. Evidium incorporates herein by reference its allegations contained in the preceding paragraphs.

88. On January 9, 2024, the '674 patent, entitled "Translation of Medical Evidence Into Computational Evidence and Applications Thereof," was duly and legally issued to Recovery Exploration Technologies Inc. Evidium is the lawful owner by assignment of all right, title, and interest in the '674 patent, including the rights to exclude others and to sue and recover damages for infringement.

89. BMJ has infringed and continues to infringe at least claims 1–9 and 11–30 of the '674 patent directly by making, using, offering to sell, and selling within the United States and/or importing into the United States products that, when used as instructed and according to their intended purpose, infringe the '674 patent.

90. BMJ's products and services that rely on or relate to the BMJ knowledge graph, including BMJ's Clinical Intelligence, meet each and every limitation of at least claims 1–9 and 11–30 of the '674 patent, either literally or under the doctrine of equivalents, and therefore infringe those claims. A claim chart explaining and providing evidence of this infringement, based on BMJ's published detailed descriptions of the BMJ Clinical Intelligence product, is attached as **Exhibit O**.

91. Any use of BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, in the United States constitutes direct infringement of the '674 patent under 35 U.S.C. § 271(a). In addition, because BMJ is aware of the '674 patent, understands that Evidium contends that BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, infringe that patent, and encourages or enables its customers to use such products and services in the United States, BMJ has acted with specific intent to cause infringement by others, rendering BMJ liable for inducement of infringement of the '674 patent under 35 U.S.C. § 271(b).

1 92. BMJ's acts of infringement of the '674 patent were and are undertaken without
2 authority, permission, or license from Evidium. BMJ's infringing activities therefore violate 35
3 U.S.C. § 271.

4 93. As a direct and proximate consequence of BMJ's infringement of the '674 patent,
5 Evidium has suffered monetary damages and irreparable harm, and Evidium will continue to suffer
6 irreparable harm in the future unless BMJ is enjoined from further acts of infringement and
7 inducement of infringement of the '674 patent.

8 94. BMJ has been aware of its infringement of the '674 patent at least as of December
9 22, 2024 when it received actual notice from Evidium. On information and belief, BMJ knew of
10 Evidium's patented system and the '674 patent when it issued, including by analyzing Evidium's
11 system and technology and monitoring Evidium's patent portfolio. Despite that knowledge, BMJ
12 has done nothing to stop its blatant use and pirating of the invention claimed in the '674 patent.
13 Accordingly, BMJ's infringement of the '674 patent is and continues to be willful.

14 95. Evidium is entitled to enhanced damages due to BMJ's willful infringement. *See* 35
15 U.S.C. § 284.

16 96. BMJ's willful infringement, together with other unlawful acts, renders this case
17 "exceptional" under 35 U.S.C. § 285, justifying an award of Evidium's reasonable attorney fees.

18 SECOND CAUSE OF ACTION

19 (Infringement of United States Patent No. 12,518,882)

20 97. Evidium incorporates herein by reference its allegations contained in the preceding
21 paragraphs.

22 98. On January 6, 2026, the '882 patent, entitled "Translation of Medical Evidence Into
23 Computational Evidence and Applications Thereof," was duly and legally issued to Evidium, Inc.
24 Evidium is the lawful owner by assignment of all right, title, and interest in the '882 patent,
25 including the rights to exclude others and to sue and recover damages for infringement.

26 99. BMJ has infringed and continues to infringe at least claims 1–9 and 11–41 of the
27 '882 patent directly by making, using, offering to sell, and selling within the United States and/or
28

1 importing into the United States products that, when used as instructed and according to their
2 intended purpose, infringe the '882 patent.

3 100. BMJ's products and services that rely on or relate to the BMJ knowledge graph,
4 including Clinical Intelligence, meet each and every limitation of at least claims 1–9 and 11–41 of
5 the '882 patent, either literally or under the doctrine of equivalents, and therefore infringe those
6 claims. A claim chart explaining and providing evidence of this infringement, based on BMJ's
7 published detailed descriptions of the BMJ Clinical Intelligence product, is attached as **Exhibit P**.

8 101. Any use of BMJ's products and services that rely on or relate to the BMJ knowledge
9 graph, including Clinical Intelligence, in the United States constitutes direct infringement of the
10 '882 patent under 35 U.S.C. § 271(a). In addition, because BMJ is aware of the '882 patent,
11 understands that Evidium contends that BMJ's products and services that rely on or relate to the
12 BMJ knowledge graph, including Clinical Intelligence, infringe that patent, and encourages or
13 enables its customers to use such products and services in the United States, BMJ has acted with
14 specific intent to cause infringement by others, rendering BMJ liable for inducement of
15 infringement of the '882 patent under 35 U.S.C. § 271(b).

16 102. BMJ contributes to the infringement of one or more claims of the '882 patent under
17 35 U.S.C. § 271(c) by offering to sell, selling, or importing into the United States a component of
18 the patented system that constitutes a material part of the invention, knowing the same to be
19 especially made or especially adapted for use in an infringement of the '882 patent, and is not a
20 staple article or commodity of commerce suitable for substantial non-infringing use.

21 103. BMJ's acts of infringement of the '882 patent were and are undertaken without
22 authority, permission, or license from Evidium. BMJ's infringing activities therefore violate 35
23 U.S.C. § 271.

24 104. As a direct and proximate consequence of BMJ's infringement of the '882 patent,
25 Evidium has suffered monetary damages and irreparable harm, and Evidium will continue to suffer
26 irreparable harm in the future unless BMJ is enjoined from further acts of infringement and
27 inducement of infringement of the '882 patent.

1 105. BMJ has been aware of its infringement of the '882 patent at least as of April 8,
2 2026 when it received actual notice from Evidium. On information and belief, BMJ knew of
3 Evidium's patented system and the '882 patent when it issued, including by analyzing Evidium's
4 system and technology and monitoring Evidium's patent portfolio. Despite that knowledge, BMJ
5 has done nothing to stop its blatant use and pirating of the invention claimed in the '882 patent.
6 Accordingly, BMJ's infringement of the '882 patent is and continues to be willful.

7 106. Evidium is entitled to enhanced damages due to BMJ's willful infringement. *See* 35
8 U.S.C. § 284.

9 107. BMJ's willful infringement, together with other unlawful acts, renders this case
10 "exceptional" under 35 U.S.C. § 285, justifying an award of Evidium's reasonable attorney fees.

11 THIRD CAUSE OF ACTION

12 (Infringement of United States Patent No. 12,518,883)

13 108. Evidium incorporates herein by reference its allegations contained in the preceding
14 paragraphs.

15 109. On January 6, 2026, the '883 patent, entitled "Translation of Medical Evidence Into
16 Computational Evidence and Applications Thereof," was duly and legally issued to Evidium, Inc.
17 Evidium is the lawful owner by assignment of all right, title, and interest in the '883 patent,
18 including the rights to exclude others and to sue and recover damages for infringement.

19 110. BMJ has infringed and continues to infringe claims 1–34 of the '883 patent directly
20 by making, using, offering to sell, and selling within the United States and/or importing into the
21 United States products that, when used as instructed and according to their intended purpose,
22 infringe the '883 patent.

23 111. BMJ's products and services that rely on or relate to the BMJ knowledge graph,
24 including Clinical Intelligence, meet each and every limitation of claims 1–34 of the '883 patent,
25 either literally or under the doctrine of equivalents, and therefore infringe those claims. A claim
26 chart explaining and providing evidence of this infringement, based on BMJ's published detailed
27 descriptions of the BMJ Clinical Intelligence product, is attached as **Exhibit Q**.

112. Any use of BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, in the United States constitutes direct infringement of the '883 patent under 35 U.S.C. § 271(a). In addition, because BMJ is aware of the '883 patent, understands that Evidium contends that BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence infringes that patent, and encourages or enables its customers to use such products in the United States, BMJ has acted with specific intent to cause infringement by others, rendering BMJ liable for inducement of infringement of the '883 patent under 35 U.S.C. § 271(b).

113. BMJ contributes to the infringement of one or more claims of the '883 patent under 35 U.S.C. § 271(c) by offering to sell, selling, or importing into the United States a component of the patented system that constitutes a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '883 patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

114. BMJ's acts of infringement of the '883 patent were and are undertaken without authority, permission, or license from Evidium. BMJ's infringing activities therefore violate 35 U.S.C. § 271.

115. As a direct and proximate consequence of BMJ's infringement of the '883 patent, Evidium has suffered monetary damages and irreparable harm, and Evidium will continue to suffer irreparable harm in the future unless BMJ is enjoined from further acts of infringement and inducement of infringement of the '883 patent.

116. BMJ has been aware of its infringement of the '883 patent at least as of April 8, 2026 when it received actual notice from Evidium. On information and belief, BMJ knew of Evidium's patented system and the '883 patent when it issued, including by analyzing Evidium's system and technology and monitoring Evidium's patent portfolio. Despite that knowledge, BMJ has done nothing to stop its blatant use and pirating of the invention claimed in the '883 patent. Accordingly, BMJ's infringement of the '883 patent is and continues to be willful.

117. Evidium is entitled to enhanced damages due to BMJ's willful infringement. *See* 35 U.S.C. § 284.

118. BMJ's willful infringement, together with other unlawful acts, renders this case "exceptional" under 35 U.S.C. § 285, justifying an award of Evidium's reasonable attorney fees.

FOURTH CAUSE OF ACTION

(Infringement of United States Patent No. 12,640,274)

119. Evidium incorporates herein by reference its allegations contained in the preceding paragraphs.

120. On May 26, 2026, the '274 patent, entitled "Translation of Medical Evidence Into Computational Evidence and Applications Thereof," was duly and legally issued to Evidium, Inc. Evidium is the lawful owner by assignment of all right, title, and interest in the '274 patent, including the rights to exclude others and to sue and recover damages for infringement.

121. BMJ has infringed and continues to infringe claims 1–25 of the '274 patent directly by making, using, offering to sell, and selling within the United States and/or importing into the United States products that, when used as instructed and according to their intended purpose, infringe the '274 patent.

122. BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, meet each and every limitation of claims 1–25 of the '274 patent, either literally or under the doctrine of equivalents, and therefore infringe those claims. A claim chart explaining and providing evidence of this infringement, based on BMJ's published detailed descriptions of the BMJ Clinical Intelligence product, is attached as **Exhibit R**.

123. Any use of BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, in the United States constitutes direct infringement of the '274 patent under 35 U.S.C. § 271(a). In addition, because BMJ is aware of the '274 patent, understands that Evidium contends that BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, infringe that patent, and encourages or enables its customers to use such products and services in the United States, BMJ has acted with specific intent to cause infringement by others, rendering BMJ liable for inducement of infringement of the '274 patent under 35 U.S.C. § 271(b).

124. BMJ contributes to the infringement of one or more claims of the '274 patent under 35 U.S.C. § 271(c) by offering to sell, selling, or importing into the United States a component of the patented system that constitutes a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of the '274 patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use.

125. BMJ's acts of infringement of the '274 patent were and are undertaken without authority, permission, or license from Evidium. BMJ's infringing activities therefore violate 35 U.S.C. § 271.

126. As a direct and proximate consequence of BMJ's infringement of the '274 patent, Evidium has suffered monetary damages and irreparable harm, and Evidium will continue to suffer irreparable harm in the future unless BMJ is enjoined from further acts of infringement and inducement of infringement of the '274 patent.

127. BMJ has been aware of its infringement of the '274 patent at least as of August 24, 2026, when it received actual notice from Evidium during the parties' conference pursuant to Fed. R. Civ. P. 26(f). BMJ was aware of the '274 patent at least by August 13, 2026 when it attached excerpts from the '274 patent file history as exhibits to its Motion to Dismiss (Dkt. 25). On information and belief, BMJ also knew of Evidium's patented system and the '274 patent when it issued, including by analyzing Evidium's system and technology and monitoring Evidium's patent portfolio. Despite that knowledge, BMJ has done nothing to stop its blatant use and pirating of the invention claimed in the '274 patent. Accordingly, BMJ's infringement of the '274 patent is and continues to be willful.

128. Evidium is entitled to enhanced damages due to BMJ's willful infringement. *See* 35 U.S.C. § 284.

129. BMJ's willful infringement, together with other unlawful acts, renders this case "exceptional" under 35 U.S.C. § 285, justifying an award of Evidium's reasonable attorney fees.

FIFTH CAUSE OF ACTION**(Infringement of United States Patent No. 12,725,716)**

130. Evidium incorporates herein by reference its allegations contained in the preceding paragraphs.

131. On September 1, 2026, the '716 patent, entitled "Translation of Medical Evidence Into Computational Evidence and Applications Thereof," was duly and legally issued to Evidium, Inc. Evidium is the lawful owner by assignment of all right, title, and interest in the '716 patent, including the rights to exclude others and to sue and recover damages for infringement.

132. BMJ has infringed and continues to infringe at least claims 1–25 of the '716 patent directly by making, using, offering to sell, and selling within the United States and/or importing into the United States products that, when used as instructed and according to their intended purpose, infringe the '716 patent.

133. BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, meet each and every limitation of at least claims 1-25 of the '716 patent, either literally or under the doctrine of equivalents, and therefore infringe those claims. A claim chart explaining and providing evidence of this infringement, based on BMJ's published detailed descriptions of the BMJ Clinical Intelligence product, is attached as **Exhibit S**.

134. Any use of BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, in the United States constitutes direct infringement of the '716 patent under 35 U.S.C. § 271(a). In addition, because BMJ is aware of the '716 patent, understands that Evidium contends that BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence infringes that patent, and encourages or enables its customers to use such products in the United States, BMJ has acted with specific intent to cause infringement by others, rendering BMJ liable for inducement of infringement of the '716 patent under 35 U.S.C. § 271(b).

135. BMJ contributes to the infringement of one or more claims of the '716 patent under 35 U.S.C. § 271(c) by offering to sell, selling, or importing into the United States a component of the patented system that constitutes a material part of the invention, knowing the same to be

1 especially made or especially adapted for use in an infringement of the '716 patent, and is not a
2 staple article or commodity of commerce suitable for substantial non-infringing use.

3 136. BMJ's acts of infringement of the '716 patent were and are undertaken without
4 authority, permission, or license from Evidium. BMJ's infringing activities therefore violate 35
5 U.S.C. § 271.

6 137. As a direct and proximate consequence of BMJ's infringement of the '716 patent,
7 Evidium has suffered monetary damages and irreparable harm, and Evidium will continue to suffer
8 irreparable harm in the future unless BMJ is enjoined from further acts of infringement and
9 inducement of infringement of the '716 patent.

10 138. BMJ has been aware of its infringement of the '716 patent as of the day the patent
11 issued on September 1, 2026. On August 21, 2026, Evidium provided notice to BMJ that the '716
12 patent would issue on September 1, 2026 and that Evidium would assert that patent against BMJ in
13 this action. Despite that knowledge, BMJ has done nothing to stop its blatant use and pirating of
14 the invention claimed in the '716 patent. Accordingly, BMJ's infringement of the '716 patent is
15 and continues to be willful.

16 139. Evidium is entitled to enhanced damages due to BMJ's willful infringement. *See* 35
17 U.S.C. § 284.

18 140. BMJ's willful infringement, together with other unlawful acts, renders this case
19 "exceptional" under 35 U.S.C. § 285, justifying an award of Evidium's reasonable attorney fees.

20 SIXTH CAUSE OF ACTION

21 (Trade Secret Misappropriation Under 18 U.S.C. §§ 1836, 1839(5)(B))

22 141. Evidium incorporates herein by reference its allegations contained in the preceding
23 paragraphs.

24 142. Evidium owns and possesses certain confidential and proprietary information
25 properly defined as a "trade secret" pursuant to 18 U.S.C. § 1839(3). Specifically, as described
26 above, Evidium is the owner of trade secrets, which include technical information, compilations,
27 formulas, designs, methods, techniques, processes, procedures, programs, and code related to the
28 creation and operation of Evidium's AI platform described in the paragraphs above. On

1 information and belief, Evidium also owns certain trade secrets related to the technology in BMJ's
2 products and services that rely on or relate to the BMJ knowledge graph, including its Clinical
3 Intelligence system.

4 143. Evidium's trade secrets are necessary for the usage of AI technology in both
5 Evidium's and BMJ's businesses across the United States. As such, the trade secrets at issue
6 implicate interstate commerce.

7 144. Evidium licenses its AI technology to others under terms of strict confidentiality.
8 Accordingly, Evidium's trade secrets derive independent economic value from being not generally
9 known to, and not being readily ascertainable through proper means by, other persons who can
10 obtain economic value from the disclosure or use of the information.

11 145. Evidium has made reasonable efforts under the circumstances to preserve the
12 confidentiality of its trade secrets through the measures set forth above.

13 146. As described above, BMJ had access to and has obtained possession of certain of
14 Evidium's trade secrets strictly in connection with the parties' Agreements. BMJ's valid usage of
15 such trade secrets was limited to the uses and purposes outlined in the Agreements.

16 147. At all relevant times, BMJ knew or had reason to know that its knowledge of
17 Evidium's trade secrets was acquired under circumstances giving rise to a duty to maintain the
18 secrecy of the trade secrets or to limit the use of the trade secrets. Specifically, at the time BMJ
19 began using Evidium's confidential, trade secret technical and business information, multiple
20 confidentiality provisions of the Agreements provided BMJ with more than ample notice that the
21 information was protected against use to create competing products or services.

22 148. For example, the parties' Technology Agreement [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 149. As discussed above, on information and belief, the same individuals who received
27 Evidium's confidential information were deeply involved in developing BMJ's competing solution.
28 [REDACTED]

1 [REDACTED]
2 [REDACTED] In light of those individual's access to Evidium's confidential information,
3 BMJ should at least have employed a "clean room" procedure to screen those individuals from
4 development of BMJ's products and services that rely on or relate to the BMJ knowledge graph,
5 including Clinical Intelligence. Yet, the opposite happened. Under those circumstances, BMJ's
6 improbably rapid development and release of a solution strikingly similar to Evidium's points to
7 an inescapable conclusion: BMJ improperly used Evidium's own trade secrets to compete against
8 Evidium.

9 150. While certain of the confidential information that Evidium disclosed to BMJ has
10 now been included in Evidium's published patents and patent applications, that information was
11 kept secret before publication, and on information and belief, BMJ used it without Evidium's
12 knowledge or consent during that time window to gain a head start developing its competing
13 solution. In addition, the confidential information that BMJ misappropriated included confidential
14 and protected information not included in any Evidium patent application.

15 151. BMJ does not have a license to use Evidium's trade secrets and proprietary
16 information beyond the scope of the Agreements. BMJ's use of Evidium's AI technology in
17 developing its own competing solution constitutes misappropriation of Evidium's trade secrets.

18 152. Evidium discovered BMJ's misappropriation in or around November 2024, when it
19 first learned that BMJ had introduced its Clinical Intelligence product offering that purported to
20 employ the "BMJ knowledge graph" to "deliver[] computable evidence at scale"—bearing a
21 striking resemblance to Evidium's own product offering and marketing and revealing that BMJ
22 misappropriated Evidium's trade secrets. On information and belief, BMJ publicly launched its
23 Clinical Intelligence product offering in or around March 2024. Thus, Evidium, through the
24 exercise of reasonable diligence, could not have discovered BMJ's misappropriation earlier than
25 March 2024. This is because BMJ's Clinical Intelligence was not publicly available and Evidium
26 could not otherwise obtain a copy to inspect, BMJ actively concealed from Evidium its
27 development of Clinical Intelligence, and, [REDACTED]
28 [REDACTED]

See Exhibit N.

153. On information and belief, if BMJ is not enjoined, it will continue to use, disclose, or otherwise misappropriate Evidium's trade secrets for its own benefit and to Evidium's detriment.

154. BMJ's actual misappropriation of Evidium's trade secrets has caused and threatens to cause substantial injury to Evidium, including, but not limited to actual damages, lost profits, reputational harm, and the diminution of the value of Evidium's trade secrets. BMJ has been and continues to be unjustly enriched by its misappropriation of Evidium's trade secrets.

155. Evidium therefore seeks injunctive relief pursuant to 18 U.S.C. § 1836(b)(3)(A) to protect the secrecy of its trade secret documents and information and to remedy injury to Evidium's business interests and reputation. Evidium will suffer irreparable harm absent the requested injunctive relief.

156. Evidium also seeks an award for the relief afforded under 18 U.S.C. § 1836(b)(3)(B), including an award of actual damages and/or unjust enrichment damages in an amount to be proven at trial.

157. Further, as BMJ has threatened to misappropriate or has actually misappropriated Evidium's trade secrets for an improper purpose and in a willful and malicious manner, Evidium seeks exemplary damages for the maximum amount allowed under 18 U.S.C. § 1836(b)(3)(C) and attorneys' fees under 18 U.S.C. § 1836(b)(3)(D).

SEVENTH CAUSE OF ACTION

(Trade Secret Misappropriation Under Cal. Civ. Code § 3426 *et seq.*)

158. Evidium incorporates herein by reference its allegations contained in the preceding paragraphs.

159. For the same reasons set forth above in relation to the Fifth Cause of Action, Paragraphs 141 through 157, Evidium's trade secrets are protectable under California state law pursuant to Cal. Civ. Code § 3426.1(d), and BMJ has misappropriated trade secrets.

160. BMJ's actual misappropriation of Evidium's trade secrets has directly and proximately caused damage to Evidium including, but not limited to actual damages, lost profits,

1 reputational harm, and the diminution of the value of Evidium's trade secrets. BMJ has been and
2 continues to be unjustly enriched by its misappropriation of Evidium's trade secrets.

3 161. BMJ's misappropriation of Evidium's trade secrets has been conducted in a willful
4 and malicious manner.

5 162. Evidium has no adequate remedy at law, and BMJ's actions will continue to cause
6 Evidium irreparable injury unless enjoined. Evidium is accordingly entitled to injunctive relief
7 against BMJ to prevent further damage and harm to Evidium. Cal. Civ. Code § 3426.2. Evidium
8 is also entitled to damages, including exemplary damages, recovery for unjust enrichment, and
9 attorneys' fees, in amounts to be proven at trial for BMJ's willful and malicious misappropriation.
10 *See id.* at §§ 3426.3, 3426.4.

11 EIGHTH CAUSE OF ACTION

12 (Breach of Contract)

13 163. Evidium incorporates herein by reference its allegations contained in the preceding
14 paragraphs.

15 164. Evidium (formerly RecoverX) and BMJ are parties to the Technology Agreement.

16 165. Evidium substantially performed all its obligations under the Technology
17 Agreement during the term of that agreement.

18 166. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED] [REDACTED]
27 [REDACTED]
28 [REDACTED]

167. BMJ's products and services that rely on or relate to the BMJ knowledge graph, including Clinical Intelligence, compete directly with Evidium's product offerings. By developing such products and services, including Clinical Intelligence, using Evidium's confidential information, and by continuing to offer for sale, sell, and make such products and services available to users in competition with Evidium, BMJ has breached and continues to breach the Technology Agreement. Specifically, on information and belief, BMJ has incorporated RecoverX IP in its Clinical Intelligence system that competes with Evidium's Computational Medical Intelligence platform. BMJ is, thus, materially breaching the Technology Agreement by continuing to use Evidium's technology without a license and by competing with Evidium.

168. BMJ's breach of the Technology Agreement has harmed Evidium, as BMJ is not compensating Evidium for its use of Evidium's Technology and intellectual property. Evidium has further been immeasurably and irreparably harmed by its loss of market share control and industry reputational loss through BMJ's unfairly competing product offering. Because there is no adequate remedy at law to compensate Evidium for the harm BMJ's breach has caused, Evidium is entitled to a decree of specific performance or an injunction to prevent BMJ from using Evidium's technology to compete with Evidium in violation of the Technology Agreement.

169. BMJ has also profited from and been unjustly enriched by its unauthorized use of Evidium's Technology; any compensation BMJ received relating to Evidium's Technology should be disgorged and returned to Evidium.

170. Evidium has also been damaged by BMJ's breaches of contract in an amount to be determined at trial.

NINTH CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

171. Evidium incorporates herein by reference its allegations contained in the preceding paragraphs.

172. In every contract or agreement, including the Technology Agreement, there is an implied promise of good faith and fair dealing, which means that each party will not do anything to unfairly interfere with the right of any other party to receive the benefits of the contract. That

1 covenant obligated BMJ to perform the terms and conditions of the Technology Agreement fairly
2 and in good faith, and to refrain from doing any act that would deprive Evidium of the benefits of
3 the contract.

4 173. On information and belief, BMJ breached the contract by breaching its duty of good
5 faith and fair dealing by using Evidium's confidential information, intellectual property, and
6 Technology, to design and develop BMJ's products and services that rely on or relate to the BMJ
7 knowledge graph, including Clinical Intelligence, as described above.

8 174. On information and belief, that BMJ induced Evidium to enter the relationship to
9 obtain confidential and trade secret information to use to compete with Evidium. BMJ's duty of
10 good faith and fair dealing required that it not affirmatively deceive Evidium about its competitive
11 intentions when entering into the Agreement.

12 175. On information and belief, while BMJ received the ongoing benefits of the
13 Technology Agreement, [REDACTED]
14 [REDACTED] BMJ affirmatively concealed from Evidium its intention and
15 ongoing efforts to develop a directly competing product. When Evidium inquired whether BMJ
16 intended to use Evidium's IP outside the parties' Agreements, BMJ falsely represented that [REDACTED]
17 [REDACTED] thereby
18 lulling Evidium into continuing to provide access and disclosures that BMJ was simultaneously
19 exploiting for competitive purposes. BMJ's duty of good faith and fair dealing required that it not
20 affirmatively deceive Evidium about its competitive intentions while continuing to receive the
21 benefits of the Agreement.

22 176. On information and belief, BMJ continued to request and receive detailed technical
23 disclosures from Evidium, [REDACTED]
24 [REDACTED] while it had already internally decided to develop its own competing solution. [REDACTED]
25 [REDACTED]
26 [REDACTED] were undertaken under the guise of legitimate collaboration when BMJ's true
27 purpose was competitive intelligence gathering. By exploiting the collaborative nature of the
28 relationship to extract additional confidential disclosures while concealing its true intent, BMJ

1 frustrated Evidium's right to make informed decisions about the scope of its disclosures and the
2 duration of BMJ's access.

3 177. On information and belief, BMJ's bad faith concealment deprived Evidium of the
4 opportunity to [REDACTED], cease further disclosures, or
5 negotiate additional protections. Had Evidium known of BMJ's competitive intentions and actions,
6 it would have [REDACTED]

7 [REDACTED] BMJ's deception thus frustrated the very protective
8 purpose of the Technology Agreement's [REDACTED] provisions by, for
9 example, ensuring that Evidium could not effectively enforce them until it was too late.

10 178. On information and belief, BMJ's conduct described above is distinct from its
11 express breaches of the Technology Agreement, including because the breach of contract claim
12 addresses BMJ's violation of the [REDACTED]

13 [REDACTED] while the implied
14 covenant claim addresses BMJ's bad faith conduct in affirmatively deceiving Evidium about its
15 competitive intentions and exploiting the collaborative relationship to extract disclosures under
16 false pretenses. BMJ's bad faith conduct frustrated Evidium's contractual benefits under the
17 implied covenant of good faith and fair dealing, which is not an express contractual term in the
18 Technology Agreement.

19 179. Evidium was harmed as a result of this breach, as described above.

20 180. Due to BMJ's breach of the implied covenant of good faith and fair dealing, Evidium
21 has suffered damages in an amount to be determined at trial.

22 TENTH CAUSE OF ACTION

23 (Unfair Competition)

24 181. Evidium incorporates herein by reference its allegations contained in the preceding
25 paragraphs.

26 182. BMJ's conduct alleged herein, including, but not limited to, its misappropriation of
27 Evidium's trade secrets, infringement of Evidium's patents, and misrepresentations as to the
28 purpose of entering into and then breach of the parties' Agreements, constitutes unfair, unlawful,

1 deceptive, and/or fraudulent business acts and practices under Cal. Bus. & Prof. Code § 17200,
2 because such acts, as alleged above, are forbidden by numerous state and federal laws and are
3 unscrupulous, unfair, and injurious to Evidium.

4 183. On information and belief, BMJ's making, using, offering for sale, and selling
5 within the United States of products and services that infringe Evidium's '674, '882, '883, '274,
6 and '716 patents violates 35 U.S.C. § 271 and constitutes an unlawful business practice under §
7 17200.

8 184. On information and belief, BMJ's development, marketing, and sale of products and
9 services that compete directly with Evidium's offerings, [REDACTED]
10 [REDACTED] constitutes an independently unlawful business practice
11 under § 17200. The [REDACTED] provisions of the Technology Agreement are enforceable
12 restrictions that BMJ has violated regardless of whether any trade secrets are involved. BMJ's
13 breach of these independently binding contractual covenants constitutes unlawful conduct under
14 the UCL.

15 185. On information and belief, BMJ made affirmative misrepresentations to Evidium in
16 2022 that [REDACTED]
17 [REDACTED] These statements
18 were false at the time they were made, or became false thereafter, and were likely to deceive
19 Evidium and members of the public. BMJ's misrepresentations constitute fraudulent business
20 practices under § 17200, independent of any theory of trade secret misappropriation.

21 186. On information and belief, BMJ's course of conduct in inducing Evidium to enter
22 into a collaborative relationship under the guise of mutual benefit, extracting detailed confidential
23 technical and business information, and then deploying that knowledge to create a competing
24 product [REDACTED], constitutes business conduct that is immoral,
25 unethical, oppressive, unscrupulous, and/or substantially injurious to Evidium, and that offends an
26 established public policy favoring the enforcement of commercial agreements and fair dealing.

187. On information and belief, each of the business acts and practices described in the preceding paragraph is independently actionable and protectable under § 17200 without reference to the California Uniform Trade Secrets Act.

188. As a proximate result of BMJ's conduct, Evidium has suffered and will continue to suffer actual damages, and BMJ will be unjustly enriched, in an amount to be determined at trial.

189. Evidium is entitled to restitution and disgorgement of any profits BMJ has received from its violations of unfair competition law.

190. Remedies at law are not adequate to fully compensate Evidium for the irreparable injuries that Evidium has suffered as a direct and proximate result of BMJ's unfair competition. Accordingly, Evidium is entitled to injunctive relief restraining BMJ from engaging in any further such unfair competition.

DEMAND FOR JURY TRIAL

191. Evidium hereby demands a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Evidium prays for the following relief against Defendant:

A. A judgment that BMJ's acts and use of Evidium's intellectual property constitute infringement of each of Evidium's '674, '882, '883, '274, and '716 patents;

B. A judgment that BMJ's infringement of Evidium's '674, '882, '883, '274, and/or '716 patents was willful;

C. A judgment that BMJ's acts and use of Evidium's intellectual property constitutes misappropriation of Evidium's trade secrets;

D. A judgment that BMJ's misappropriation of Evidium's trade secrets was willful and malicious;

E. A judgment that BMJ's acts and use of Evidium's intellectual property breached the Technology Agreement;

F. A judgment that BMJ's acts and use of Evidium's intellectual property breached the implied covenant of good faith and fair dealing;

G. An order preliminarily, and a judgment permanently, enjoining and restraining BMJ,

its officers, agents, subsidiaries, servants, partners, employees, attorneys, and all others in active concert or participation with BMJ, from

- a. infringing or inducing the infringement of any claim of the '674 patent;
- b. infringing, inducing, or contributing to the infringement of any claim of the '882 patent;
- c. infringing, inducing, or contributing to the infringement of any claim of the '883 patent;
- d. infringing, inducing, or contributing to the infringement of any claim of the '274 patent; and
- e. infringing, inducing, or contributing to the infringement of any claim of the '716 patent.

H. An order preliminarily, and a judgment permanently, enjoining and restraining BMJ, its officers, agents, subsidiaries, servants, partners, employees, attorneys, and all others in active concert or participation with BMJ, from using and disclosing Evidium's trade secrets and to return all of same;

I. An order preliminarily, and a judgment permanently, enjoining and restraining BMJ, its officers, agents, subsidiaries, servants, partners, employees, attorneys, and all others in active concert or participation with BMJ, from any further breaches of the Technology Agreement;

J. A judgment requiring that BMJ specifically perform all of its obligations under the Technology Agreement;

K. A judgment requiring that BMJ pay Evidium all its damages caused by BMJ's unlawful acts, including under 35 U.S.C. § 284, with prejudgment and post-judgment interest, as well as post-trial damages for any ongoing infringing acts;

L. A judgment that this case is exceptional under 35 U.S.C. § 285 and other applicable laws;

M. A judgment awarding Evidium its reasonable attorneys' fees, costs, disbursements, and interest, as provided by law, including as provided by 35 U.S.C. § 285;

N. A judgment that BMJ's infringement has been willful, that its trade secret

misappropriation has been willful and malicious, and ordering BMJ to pay enhanced and exemplary damages as provided by law; and

O. Such other relief as the Court deems just and appropriate.

Dated: September 3, 2026

FENWICK & WEST LLP

By: /s/ Michael J. Sacksteder

Michael J. Sacksteder

David L. Hayes

Jessica L. Benzler

Payam Ahmadi

Attorneys for Plaintiff EVIDIUM, INC.

FENWICK & WEST LLP
ATTORNEYS AT LAW