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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

INNOVATIVE HEALTH LLC,
Plaintiff,
vs.
BIOSENSE WEBSTER, INC.,
Defendant.

Case No. 8:19-cv-1984 JVS (KES)

**[PROPOSED] PERMANENT
INJUNCTION**

JUDGE: HON. JAMES V. SELNA
COURTROOM: 10C

Action Filed: October 18, 2019
Trial Date: May 6, 2025

1 This Court has considered the materials and arguments submitted by the
2 parties regarding Plaintiff Innovative Health LLC’s Motion for Permanent
3 Injunction, as well as the full record in this matter, including the trial record and the
4 jury’s verdict for Plaintiff. Pursuant to 15 U.S.C. § 26, Cal. Bus. & Prof. Code
5 § 16750(a), and this Court’s equitable powers, the Court hereby GRANTS
6 Innovative’s Motion for Permanent Injunction and ORDERS that Defendant
7 Biosense Webster, Inc. be enjoined as follows:

8 **1. Definitions**

9 1.1. “**Biosense**” means Defendant Biosense Webster, Inc. and its officers, agents,
10 servants, employees, attorneys, and all persons who receive actual notice of
11 this injunction and are in active concert or participation with any of them.

12 This definition includes Biosense Webster’s parent company Johnson &
13 Johnson, Johnson & Johnson subsidiary SterilMed, Inc., and their respective
14 officers, agents, servants, employees, and attorneys. This definition is
15 intended to bind all persons within the scope of Fed. R. Civ. P. 65(d)(2).

16 1.2. “**CARTO**” means any past, present, or future cardiac mapping machine
17 made by or for Biosense during this injunction’s term, including the
18 CARTO 3 and any new version of it (whether bearing the “CARTO” name or
19 not).

20 1.3. “**Consumable**” means a device (including, but not limited to, an
21 electrophysiology catheter) originally manufactured by Biosense for use with
22 CARTO.

23 1.4. “**Clinical Support**” means the services provided to operate the CARTO by
24 Biosense’s clinical account specialists, including associate clinical account
25 specialists and ultrasound clinical account specialists. For the avoidance of
26 doubt, “Clinical Support” includes any service or activity that Biosense has
27 refused to provide, pursuant to its Position Statement on Clinical Account
28 Specialist Case Support of Reprocessed Single-Use Devices, to customers

1 that sought to use Consumables sold by or for someone other than Biosense,
2 such as (i) assisting with reconstructing cardiac anatomy using CARTO,
3 (ii) interpreting maps and providing insight on the images generated by
4 CARTO, and (iii) providing technical support for CARTO and
5 troubleshooting CARTO during a procedure. *See, e.g.,* JX-535; JX-216.

6 **2. No Tie.**

7 **2.1. *Tie Forbidden.*** Biosense is enjoined from conditioning the provision of
8 Clinical Support—or otherwise conditioning the availability of CARTO—on
9 the purchase or use of Consumables sold by or for Biosense.

10 **2.2. *Duty Not to Discriminate.*** Biosense is further enjoined from discriminating
11 in the provision of Clinical Support or the availability of CARTO because of
12 the purchase or use of (or the intention to use) a Consumable of someone
13 other than Biosense. Without limitation, and by way of example only,
14 Biosense may not refuse, withdraw, or degrade the availability of Clinical
15 Support or CARTO, or charge a higher price for Clinical Support or for the
16 sale, lease, or use of CARTO, because a hospital or doctor has used, is using,
17 will use, or may use a Consumable of someone other than Biosense.

18 **3. No Blocking Technology.**

19 **3.1. *Definition.*** “Technology” refers to any technology installed by or for
20 Biosense on CARTO, on hardware or software supporting the operation of
21 CARTO or of any Consumable (*e.g.,* remote server), or on a Consumable.

22 **3.2. *Blocking Technology Prohibited.*** Biosense is enjoined from implementing
23 any Technology (whether via hardware or software) that conditions the
24 availability or use of CARTO on the purchase or use of Consumables sold by
25 or for Biosense. Biosense is further enjoined from implementing any
26 Technology that prevents use of CARTO with Consumables sold by or for
27 someone other than Biosense.
28

1 **4. Limits on Collection of Consumables.**

2 4.1. ***No Collection of Consumables That Biosense Cannot Reprocess.*** Biosense
3 is enjoined from collecting used Consumables which it does not have
4 (i) regulatory approval to reprocess under section 510(k) of the Food, Drug
5 and Cosmetic Act; or (ii) a pending application for approval to reprocess
6 under section 510(k) of the Food, Drug and Cosmetic Act.

7 4.2. ***Exceptions.***

8 4.2.1. ***For 510(k) Test Devices.*** Notwithstanding Section 4.1, this injunction
9 does not prohibit collecting a used Consumable to the extent necessary to
10 support a 510(k) application to reprocess that Consumable.

11 4.2.2. ***For Investigating Defective Biosense Products.*** Notwithstanding
12 Section 4.1, this injunction does not prohibit collecting a used
13 Consumable that has not already been reprocessed by someone other than
14 Biosense, to the extent necessary to investigate and remediate a defect in
15 that Consumable.

16 5. ***Reports to the Court.*** Every six months during this injunction's term, a
17 Biosense executive with relevant knowledge and with responsibility for
18 compliance with this injunction shall submit a report to this Court. The report
19 shall (i) explain the executive's knowledge and responsibility for compliance
20 with this injunction; (ii) detail the steps Biosense has taken to ensure compliance
21 with this injunction; (iii) summarize the instances of potential noncompliance
22 with this injunction of which Biosense is aware; (iv) describe the steps taken to
23 investigate and remediate those instances of potential noncompliance; and
24 (v) certify, under penalty of perjury, that Biosense continues to comply fully with
25 this injunction.

26 **6. Notice.**

27 6.1. ***Notice of Injunction.*** Within 21 days of the entry of this injunction,
28 Biosense shall notify all past and current CARTO users of this injunction.

1 The notice shall specify that Biosense must provide Clinical Support to every
2 customer or end user on nondiscriminatory terms and without regard to
3 whether that person uses Consumables of someone other than Biosense.

4 6.1.1. **Forms of Notice Required.** Biosense shall give this required notice in
5 writing, in a form agreed to by Plaintiff or approved by the Court. The
6 notice shall be sent to all persons who Biosense understands have
7 responsibility for contracting or procurement on behalf of past or current
8 customers who have or have had a CARTO. Biosense must also provide
9 this written notice to every electrophysiology physician associated with
10 those customers that currently have a CARTO.

11 6.1.2. **New CARTO Purchasers.** While this injunction is in effect, Biosense
12 shall notify any purchaser of a CARTO of this injunction's terms.
13 Biosense shall provide that notice in writing (i) with any proposed
14 agreement to acquire a CARTO, and (ii) again once any CARTO is sold.
15 Biosense shall give this required notice in a form agreed to by Plaintiff or
16 approved by the Court.

17 6.2. **Notice of Hotline.** Innovative Health LLC or a third party designated by
18 Innovative may establish, at their expense, a hotline for reporting actual or
19 potential noncompliance with this injunction. Within 21 days of receiving
20 notice from Innovative that such a hotline has been created, Biosense shall
21 notify (i) its employees and (ii) past and current CARTO users of the hotline
22 and its purpose. That notice shall include information about when and how
23 reports can be submitted (e.g., 24 hours a day, 7 days per week) and whether
24 submitters can remain anonymous. Biosense shall also keep, in a prominent
25 location on its internal systems accessible to its employees, the same
26 information about the hotline and its purpose. The parties shall agree on the
27 form of these notices by Biosense or, otherwise, shall submit competing
28 proposals to the Court.

1 **6.3. Notice to Sales Employees.** Within 14 days of the entry of this injunction,
2 Biosense must notify every sales employee, including all clinical account
3 specialists (which in turn includes all associate clinical account specialists
4 and ultrasound clinical account specialists), of their and Biosense’s
5 obligations under this injunction. Biosense shall also notify any new sales
6 employees, including all clinical account specialists, of this injunction within
7 10 days of the commencement of their employment. Biosense shall re-notify
8 all sales employees of this injunction on an annual basis during the term of
9 the injunction. The parties shall agree on the form of these notices by
10 Biosense or, otherwise, shall submit competing proposals to the Court.
11 Biosense shall maintain records sufficient to verify that Biosense has
12 provided the notices required by this paragraph.

13 **7. Term of Injunction.** This injunction shall remain in effect for ten years from
14 the date of entry. Either party may move to modify, extend, or terminate this
15 injunction for good cause.

16 **8. Retention of Jurisdiction.** This Court retains jurisdiction of this matter and the
17 parties with respect to this injunction, including (i) to address any disputes or
18 requests for direction regarding this injunction’s construction, modification,
19 termination, or extension; (ii) to enforce, modify, terminate, or extend this
20 injunction; and (iii) to assess and to punish violations of this injunction.

21
22 **IT IS SO ORDERED.**

23
24 DATED: _____, 2025

25 _____
26 The Honorable James V. Selna
27 United States District Judge