

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

FERNDALE LABORATORIES , INC.,
a Michigan corporation,

Plaintiff,

v.

PRUGEN, INC.
a Arizona corporation,
and
IGI LABORATORIES, INC.,
a New Jersey corporation,

Defendants.

Case No.
Hon.

JURY DEMAND

RONALD W. CITKOWSKI (P34732)
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COMPLAINT AND DEMAND FOR JURY TRIAL

Parties and Jurisdiction

1. Plaintiff, Ferndale Laboratories, Inc. a corporation organized under the laws of the State of Michigan, having a principal place of business at 780 W. Eight Mile Road, Ferndale, Michigan 48220.

2. On information and belief, Defendant PruGen, Inc. is a corporation organized under the laws of the State of Arizona, having a principal place of business at 8711 East Pinnacle

Peak Road, PMB 225, Ste. C-201, Scottsdale, Arizona 85255. Defendant PruGen, Inc., also on information and belief, does business within the State of Michigan and within this judicial district.

3. On information and belief, Defendant IGI Laboratories, Inc. is a corporation organized under the laws of the State of New Jersey, having a principal place of business at 105 Lincoln Avenue, Buena, New Jersey 08310. Defendant IGI Laboratories, Inc., also on information and belief, does business within the State of Michigan and within this judicial district.

4. This action arises under the patent laws of the United States. This Court has jurisdiction under 35 U.S.C. §281 and 28 U.S.C. §1338. Venue is proper under 28 U.S.C. §1400(b) and 28 U.S.C. §1391(c).

Count I – Patent Infringement

5. Plaintiff realleges Paragraphs 1-4 as if fully set forth herein.

6. Plaintiff is the exclusive licensee of United States Patent No. 5,635,497 for a stable topical application composition (Exhibit A).

7. Upon information and belief, Defendants have infringed said Letters Patent No. 5,635,497 by manufacturing, using, selling and offering to sell their PruVel product and will continue to do so in this judicial district and elsewhere throughout the United States to the irreparable damage of Plaintiff unless enjoined by this Court; 35 U.S.C. §271(a)-(c).

8. Upon information and belief, Defendant IGI Labs, Inc., is PruGen's contract-manufacturer of the product PruVel, the known product to be infringing on Plaintiff's Letters Patent No. 5,635,497.

9. Plaintiff has a reasonable belief from initial analyses and test results that Defendant's PruVel product falls within the scope of the '497 patent.

10. The aforementioned actions by Defendants have occurred with full knowledge of Plaintiff's patent rights.

11. The aforementioned actions by Defendants constitute willful infringement of said Letters Patent Nos. 5,635,497.

WHEREFORE, Plaintiff prays that:

1. The Defendants, their officers, agents, employees, successors and assigns and all those acting for, by or through it or in its behalf, be preliminarily enjoined during the pendency of this action and thereafter permanently enjoined from further infringement of Plaintiff's Letters Patent Nos. 5,635,497.

2. The Defendants account for and pay to Plaintiff all damages sustained by Plaintiff as determined by the jury by reason of Defendants' infringement of said Letters Patent.

3. This Court declare this case to be exceptional pursuant to 35 U.S.C. §285 and award Plaintiff triple damages as determined by the jury with Plaintiff's attorney fees and costs associated with this action.

4. The Plaintiff be granted such other and further relief as this Court deems just and equitable.

Respectfully submitted,

/s/Ronald W. Citkowski
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