

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
Western Division
No. 5:07-CV-00192

CORNERSTONE BIOPHARMA, INC. and)
J-MED PHARMACEUTICALS, INC.,)
)
Plaintiffs,)
)
v.)
)
PROVIDENT PHARMACEUTICALS, LLC)
and INTERNATIONAL LABORATORIES,)
INC.)
)
Defendants.)

COMPLAINT

Plaintiffs Cornerstone BioPharma, Inc. and J-Med Pharmaceuticals, Inc., complaining of defendants Provident Pharmaceuticals, LLC and International Laboratories, Inc., hereby allege as follows:

NATURE OF ACTION

1. This action arises under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*, Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.*, and the laws of the State of North Carolina.

2. Plaintiff Cornerstone BioPharma, Inc. (“Cornerstone”) markets patented prescription medicines for the treatment of respiratory illness. Cornerstone’s AlleRx™ Dose Pack is a patented prepackaged therapeutic regimen for temporary relief of symptoms associated with rhinitis. In contravention of plaintiffs’ intellectual property rights, Breckenridge Pharmaceutical, Inc. (“Breckenridge”) recently launched “Allergy DN,” which, upon information and belief, is being marketed as a generic equivalent or other substitute for AlleRx™

Dose Pack. Allergy DN is manufactured by defendant Provident Pharmaceuticals, LLC (“Provident”) and, upon information and belief, is packaged by defendant International Laboratories, Inc. (“International Labs”), also in contravention of plaintiffs’ intellectual property rights.

3. Based on defendants’ unlawful conduct, which has irreparably injured plaintiffs as set forth herein, plaintiffs seek injunctive relief, actual damages, consequential damages, treble damages, punitive damages, costs, attorneys’ fees, and other equitable and monetary relief.

PARTIES

4. Plaintiff Cornerstone BioPharma, Inc. is a corporation organized under the laws of the State of Nevada with its principal place of business located in Cary, North Carolina.

5. Plaintiff J-Med Pharmaceuticals, Inc. (“J-Med”) is a corporation organized under the laws of the State of Maryland with its principal place of business located in Potomac, Maryland.

6. Upon information and belief, defendant Provident Pharmaceuticals, LLC is a limited liability company organized under the laws of the State of Colorado with its principal place of business located in Colorado Springs, Colorado.

7. Upon information and belief, defendant International Laboratories, Inc. is a corporation organized under the laws of the State of Florida with its principal place of business located in St. Petersburg, Florida.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action and the claims asserted herein pursuant to 28 U.S.C. § 1331, 1332(a) and 1338(a) and (b) and 1367. Plaintiffs and

defendants are citizens of different States, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

9. This Court may exercise personal jurisdiction over Provident based upon its substantial business activities in and/or affecting North Carolina. In manufacturing Allergy DN and in supplying the same to Breckenridge for distribution and sale, Provident has introduced its products into the stream of commerce in the United States via one or established channels of distribution with the knowledge or expectation that such products would be offered for sale and sold at numerous and diverse locations throughout the country. Upon information and belief, Allergy DN manufactured by Provident is offered for sale and sold in North Carolina and in this judicial district.

10. Upon information and belief, this Court may exercise personal jurisdiction over International Labs based upon its substantial business activities in and/or affecting North Carolina. Upon information and belief, in packaging Allergy DN and in supplying packaging materials and packaged product to Breckenridge for distribution and sale, International Labs has introduced its products into the stream of commerce in the United States via one or more established channels of distribution with the knowledge or expectation that such products would be offered for sale at numerous and diverse locations throughout the country. Upon information and belief, Allergy DN packaged by International Labs is offered for sale and sold in North Carolina and in this judicial district.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400.

FACTUAL BACKGROUND

The '796 Patent

12. Respiratory disease strikes millions of Americans each year. More than 30 million people in the U.S. have reportedly been diagnosed with allergic rhinitis, while many more suffer from allergic rhinitis but have never been diagnosed. Several medicines used to treat respiratory disease work well but have compliance or side effect issues that make them difficult to use. Cornerstone seeks to improve such medicines. Cornerstone's AlleRxTM products for treatment of respiratory illness reflect its stated mission of "making good medicines better."

13. Cornerstone's AlleRxTM products are designed to provide temporary relief of symptoms associated with rhinitis. Cornerstone and/or J-Med own and control the use of patent, trademark and other intellectual property rights in connection with the manufacturing, marketing and sale of Cornerstone's prescription products, including AlleRxTM.

14. J-Med is the assignee and owner of U.S. Patent No. 6,270,796 (the "'796 Patent"), entitled "Antihistamine/Decongestant Regimens for Treating Rhinitis," issued August 7, 2001. A copy of the '796 Patent is attached as Exhibit A. The '796 Patent describes, *inter alia*, an invention concerning a prepackaged therapeutic regimen for the temporary relief of symptoms associated with rhinitis through the use of antihistamines and/or decongestants.

15. Cornerstone is the exclusive licensee of the '796 Patent and has the right to prosecute actions for infringement thereof.

16. One or more claims of the '796 Patent cover the AlleRxTM Dose Pack product marketed and sold in this judicial district by Cornerstone.

17. The informational product insert for Cornerstone's AlleRxTM Dose Pack product, a copy of which is attached hereto as Exhibit B, contains a notice that specifically states that it is

covered by the '796 Patent. The notice contained in the informational product insert states as follows:

Distributed by Cornerstone BioPharma, Inc., Cary, NC 27518
This product is licensed and protected under U.S. Patent No. 6,270,796 issued
8/7/2001.

The AlleRx™ Mark

18. Cornerstone's AlleRx™ Dose Pack product is a prepackaged ten-day or thirty-day therapeutic regimen for temporary relief of symptoms associated with rhinitis containing a day dose of 120 mg pseudoephedrine HCl and 2.5 mg methscopolamine nitrate and a night dose of 8 mg chlorpheniramine maleate and 2.5 mg methscopolamine nitrate. Other products that Cornerstone sells under the AlleRx™ mark include AlleRx™ Dose Pack DF, AlleRx™ Dose Pack PE, AlleRx™ -D and AlleRx™ Suspension.

19. Cornerstone and its predecessor in interest have used the mark AlleRx™ in connection with prescription medicines since at least as early as 1999. Since that time, the reputation of the AlleRx™ mark has grown continuously. As a result, Cornerstone is recognized as the source of origin for AlleRx™ products.

20. The AlleRx™ mark is inherently distinctive.

21. Over the years, millions of dollars have been spent advertising and promoting products under the AlleRx™ mark. In the last two years alone, Cornerstone has spent over \$ 9 million on advertising and promotion of products bearing the AlleRx™ name. Cornerstone has exerted great effort in advertising AlleRx™ products and establishing the AlleRx™ mark in the minds of consumers as an identifier of Cornerstone's high quality products.

22. Cornerstone has developed substantial goodwill in its AlleRxTM mark, and Cornerstone sells products throughout the entire United States under its AlleRxTM mark. Sales of products bearing the AlleRxTM mark during the past 12 months exceed \$ 21 million.

23. By virtue of the extensive use of the AlleRxTM mark by Cornerstone and the substantial money and effort that Cornerstone has expended in promoting the AlleRxTM mark and the products sold thereunder, the AlleRxTM mark has acquired such goodwill that the mark has come to be associated exclusively with Cornerstone, and the AlleRxTM mark uniquely identifies Cornerstone's AlleRxTM products.

The AlleRxTM Dose Pack Informational Insert

24. The informational product insert that Cornerstone distributes inside the box for AlleRxTM Dose Pack and other AlleRxTM products is the product of expense, effort, creativity, and originality on the part of Cornerstone's predecessor in interest. The insert and the copyright therein are now the property of Cornerstone.

25. The AlleRxTM Dose Pack informational product insert is wholly original with Cornerstone's predecessor in interest and constitutes copyrightable subject matter under the laws of the United States.

26. Cornerstone duly and lawfully registered the copyright in its AlleRxTM Dose Pack informational product insert with the U.S. Copyright Office effective November 9, 2006. A copy of Certificate of Registration No. TX 6-452-085, issued to Cornerstone by the U.S. Copyright Office, is attached hereto as Exhibit C.

27. Cornerstone is, and at all times relevant to the matters alleged herein, was the sole owner of all right, title and interest in and to the AlleRxTM Dose Pack informational product insert and the copyright therein.

**The Deliberate and Unauthorized
Copying of Cornerstone's AlleRx™ Products**

28. On information and belief, on or about April 18, 2007, Breckenridge began selling a pharmaceutical product under the name "Allergy DN."

29. Allergy DN has been and is being marketed, distributed, offered for sale and/or sold in North Carolina and in this judicial district.

30. Upon information and belief, Allergy DN is being marketed as a generic equivalent or other substitute for AlleRx™ Dose Pack. Like AlleRx™ Dose Pack, Allergy DN is a prepackaged ten-day therapeutic regimen containing a day dose of 120 mg pseudoephedrine HCl and 2.5 mg methscopolamine nitrate and a night dose of 8 mg chlorpheniramine maleate and 2.5 mg methscopolamine nitrate. The active ingredients and dosages used in Allergy DN are the same as the active ingredients and dosages used in AlleRx™ Dose Pack. As with AlleRx™ Dose Pack, Allergy DN is supplied in a ten-day treatment regimen with day/night formulations.

31. Upon information and belief, Allergy DN has been listed by Breckenridge as a generic equivalent or other substitute for AlleRx™ Dose Pack in one or more national pharmaceutical databases widely used by hospitals, health care providers, pharmacists, managed care providers and others. Allergy DN has been listed in pharmaceutical databases in that way in order to encourage substitution of Allergy DN for AlleRx™ Dose Pack based upon Allergy DN's lower retail price.

32. Allergy DN is manufactured by Provident. The packaging for Allergy DN, as well as the informational product insert that is distributed with Allergy DN, specifically identifies the manufacturer of Allergy DN as follows:

Manufactured by
Provident Pharmaceuticals
Colorado Springs, CO 80919

A copy of the Allergy DN informational product insert is attached as Exhibit D. Upon information and belief, Provident has collaborated with and provided substantial assistance to Breckenridge in the production, distribution and/or marketing of Allergy DN, thereby enabling Breckenridge to bring Allergy DN to the market for sale.

33. Upon information and belief, International Labs packages Allergy DN and supplies packaging materials used in the packaging of Allergy DN. Upon information and belief, International Labs has collaborated with and provided substantial assistance to Breckenridge in the production, distribution and/or marketing of Allergy DN, thereby enabling Breckenridge to bring Allergy DN to the market for sale.

34. Provident does not have a license or permission to use or practice the inventions claimed in the '796 Patent.

35. International Labs does not have a license or permission to use or practice the inventions claimed in the '796 Patent.

36. International Labs was aware of the '796 Patent when it commenced packaging Allergy DN for placement into the United States stream of commerce.

37. The use of the name "Allergy DN" for a prepackaged therapeutic regimen for rhinitis that uses the same formulation and dosing as one of the Cornerstone products marketed under the AlleRxTM mark creates a likelihood of confusion between Allergy DN and the AlleRxTM products marketed by Cornerstone and a likelihood of confusion concerning the source of the product that is marketed as Allergy DN. There is a substantial risk that Allergy DN may be selected by a physician, pharmacist or consumer under the mistaken belief that Allergy DN is, in fact, one of Cornerstone's products.

38. International Labs was aware of the AlleRxTM mark when it commenced packaging Allergy DN for placement into the stream of commerce in the United States. The materials supplied and used by International Labs to package Allergy DN prominently display the name “Allergy DN.”

39. International Labs does not have a license or permission to use the AlleRxTM mark or a confusingly similar mark.

40. The Allergy DN informational product insert copies significant portions of the copyrighted informational product insert that Cornerstone distributes with AlleRxTM Dose Pack products.

41. Upon information and belief, International Labs’ packaging activities relating to Allergy DN include reproduction of the Allergy DN informational product insert and the placement of the informational product insert into the Allergy DN packaging for distribution.

42. International Labs does not have a license or permission to copy, distribute or use Cornerstone’s copyrighted AlleRxTM Dose Pack informational product insert or to create derivative works based thereon.

FIRST CLAIM FOR RELIEF
INFRINGEMENT OF THE ’796 PATENT - PROVIDENT

43. J-Med and Cornerstone repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 42, inclusive.

44. Upon information and belief, Provident has directly and/or contributorily infringed, either literally or under the doctrine of equivalents, one or more valid claims of the ’796 Patent.

45. Upon information and belief, Provident has actively induced infringement, either literally or under the doctrine of equivalents, of one or more valid claims of the ’796 Patent.

46. Cornerstone and J-Med have suffered significant and irreparable damage as a direct and proximate result of Provident's infringement of the '796 Patent. Such damage will continue in the future unless Provident is enjoined from further infringement of the '796 Patent. Cornerstone and J-Med do not have an adequate remedy at law to redress all of the injuries they have sustained by reason of Provident's unlawful activities.

47. As a direct and proximate result of Provident's infringement of the '796 Patent, Cornerstone and J-Med have sustained monetary damages in an amount to be proved at trial.

SECOND CLAIM FOR RELIEF
INFRINGEMENT OF THE '796 PATENT – INTERNATIONAL LABS

48. Cornerstone and J-Med repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 47, inclusive.

49. Upon information and belief, International Labs has directly and/or contributorily infringed, either literally or under the doctrine of equivalents, one or more valid claims of the '796 Patent.

50. Upon information and belief, International Labs has actively induced and is actively inducing infringement, either literally or under the doctrine of equivalents, of one or more valid claims of the '796 Patent.

51. Cornerstone and J-Med have suffered significant and irreparable damage as a direct and proximate result of International Labs' infringement of the '796 Patent. Such damage will continue in the future unless International Labs is enjoined from further infringement of the '796 Patent. Cornerstone and J-Med do not have an adequate remedy at law to redress all of the injuries they have sustained by reason of International Labs' unlawful activities. .

52. As a direct and proximate result of International Labs' infringement of the '796 Patent, Cornerstone and J-Med have sustained monetary damages in an amount to be proved at

trial. Upon information and belief, International Labs has engaged in the acts of infringement alleged herein with knowledge of the '796 Patent and with willful and deliberate disregard therefor, making this an exceptional case under 35 U.S.C. § 285 and entitling Cornerstone and J-Med to recover from International Labs enhanced damages and reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT – INTERNATIONAL LABS

53. Cornerstone and J-Med repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 52, inclusive.

54. Upon information and belief, through the conduct alleged above, International Labs has infringed and is infringing, directly and/or contributorily, Cornerstone's registered copyright in its AlleRxTM Dose Pack product informational insert in violation of 17 U.S.C. § 501.

55. Upon information and belief, International Labs has actively induced, and is actively inducing, infringement of Cornerstone's registered copyright in its AlleRxTM product informational insert in violation of 17 U.S.C. § 501.

56. Upon information and belief, International Labs' infringement of Cornerstone's copyright in its AlleRxTM Dose Pack product informational insert commenced following the registration of the copyright in the U.S. Copyright Office.

57. As a direct and proximate result of International Labs' infringement of Cornerstone's registered copyright in the AlleRxTM Dose Pack product informational insert, Cornerstone has suffered significant and irreparable harm. Such harm to Cornerstone will continue in the future unless International Labs is enjoined from further infringement of Cornerstone's registered copyright in the AlleRxTM Dose Pack product informational insert.

Cornerstone does not have an adequate remedy at law to redress all of the injuries it has sustained by reason of International Labs' unlawful activities.

58. Cornerstone and J-Med are entitled to recover from International Labs actual damages, together with all profits received by International Labs as a result of its unlawful activities, or, in the alternative, statutory damages, in an amount to be proved at trial.

59. Upon information and belief, International Labs' infringement of Cornerstone's registered copyright in its AlleRxTM Dose Pack product informational insert has been and is willful, deliberate and intentional.

FOURTH CLAIM FOR RELIEF
UNFAIR COMPETITION (15 U.S.C. 1125(a)) – INTERNATIONAL LABS

60. Cornerstone and J-Med repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 59, inclusive.

61. As a result of the association of the AlleRxTM mark with Cornerstone and its patented prepackaged therapeutic regimen for rhinitis, the use of the name "Allergy DN" in connection with a prepackaged therapeutic regimen for rhinitis containing the same active ingredients and dosages as AlleRxTM Dose Pack is likely to cause confusion, or to cause mistake, or to deceive as to the origin or source of Allergy DN.

62. International Labs was aware of the AlleRxTM mark when it commenced packaging Allergy DN as alleged herein. Upon information and belief, International Labs knew or was aware that Allergy DN had the same active ingredients and dosages as AlleRxTM Dose Pack and that Allergy DN would be marketed and sold as a generic equivalent or other substitute for AlleRxTM Dose Pack.

63. In packaging Allergy DN, and in supplying and using packaging materials that prominently display the name "Allergy DN," International Labs has and is engaged in unfair

competition and false designation of origin, source, affiliation and/or sponsorship in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). As a direct and proximate result, Cornerstone and J-Med have sustained significant and irreparable harm. Such harm will continue in the future unless International Labs is enjoined from further use of the “Allergy DN” name.

64. Cornerstone and J-Med do not have an adequate remedy at law to redress all of the injuries they have sustained by reason of International Labs’ unlawful activities.

65. As a direct and proximate result of International Labs’ unlawful activities, Cornerstone and J-Med have sustained and will continue to sustain actual monetary damages in an amount to be proved at trial. Further, as a result of its unlawful activities, International Labs has received profits to which it is not entitled.

**FIFTH CLAIM FOR RELIEF
COMMON LAW TRADEMARK INFRINGEMENT
AND UNFAIR COMPETITION – INTERNATIONAL LABS**

66. Cornerstone and J-Med repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 65, inclusive.

67. The activities of International Labs alleged herein constitute willful and deliberate infringement of Cornerstone’s common law rights in and to the AlleRxTM mark, as well as common law unfair competition, all of which have significantly and irreparably damaged Cornerstone and J-Med. Such harm will continue in the future unless International Labs is enjoined from further use of the name “Allergy DN.”

68. Cornerstone and J-Med do not have an adequate remedy at law to redress all of the injuries they have sustained by reason of International Labs’ unlawful activities.

69. As a direct and proximate result of International Labs' infringement of Cornerstone's common law rights in and to the AlleRxTM mark, as well as its common law unfair competition, Cornerstone and J-Med have sustained and will continue to sustain actual monetary damages in an amount to be proved at trial. Further, as a result of its unlawful activities, International Labs has received profits to which it is not entitled.

70. Due to International Labs' willful and deliberate activities alleged herein, Cornerstone and J-Med are entitled to recover punitive damages in an amount to be proved at trial.

**SIXTH CLAIM FOR RELIEF
UNFAIR AND DECEPTIVE TRADE PRACTICES
(N.C. GEN. STAT. § 75-1.1) – INTERNATIONAL LABS**

71. Cornerstone and J-Med repeat and reallege as if fully set forth here each and every allegation set forth above in paragraphs 1 through 70, inclusive.

72. The activities of International Labs alleged above are in or affecting commerce in North Carolina and constitute unfair and deceptive trade practices in violation of N.C. Gen. Stat. § 75-1.1.

73. As a direct and proximate result, Cornerstone and J-Med have sustained significant and irreparable damage. Such harm to Cornerstone and J-Med will continue in the future unless International Labs' unfair and deceptive trade practices are enjoined by this Court. Cornerstone and J-Med do not have an adequate remedy at law to redress all of the injuries they have sustained by reason of International Labs' unlawful conduct.

74. As a direct and proximate result of International Labs' unfair and deceptive trade practices, Cornerstone and J-Med have sustained and will continue to sustain actual monetary

damages in an amount to be proved at trial, which amount should be trebled by the Court pursuant to N.C. Gen. Stat. § 75-16.

WHEREFORE, Cornerstone and J-Med respectfully request:

- a. That the Court enter judgment in favor of Cornerstone and J-Med and against Provident on the First Claim for Relief set forth in the Complaint;
- b. That the Court enter judgment in favor of Cornerstone and J-Med and against International Labs on the Second Claim for Relief set forth in the Complaint;
- c. That the Court enter an order preliminarily and permanently enjoining Provident and International Labs, and their officers, directors, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons or entities in active concert or participation or privity with any of them, from further infringement of the '796 Patent;
- d. That the Court enter an order preliminarily and permanently enjoining Provident and International Labs, and their officers, directors, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons in active concert or participation or privity with any of them, from further inducement of infringement of the '796 Patent;
- e. That the Court award Cornerstone and J-Med damages or other monetary relief for infringement of the '796 Patent by Provident and International Labs;
- f. That the Court find that the infringement of the '796 Patent by International Labs was willful and award Cornerstone and J-Med treble damages pursuant to 35 U.S.C. § 284;

- g. That the Court enter an order requiring Provident and International Labs to recall from distribution all of their products that infringe, or induce or contribute to infringement of the '796 Patent and that the Court order the impoundment and destruction of all such products, together with all other products in their possession, custody or control that infringe, or induce or contribute to infringement of the '796 Patent;
- h. That the Court enter judgment in favor of Cornerstone and against International Labs on the Third Claim for Relief;
- i. That the Court enter an order preliminarily and permanently enjoining International Labs and its officers, directors, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons or entities in active concert or participation or privity with any of them, from further infringement of the copyright in Cornerstone's AlleRxTM Dose Pack product informational insert;
- j. That the Court enter an order declaring that International Labs' infringement of Cornerstone's copyright in the AlleRxTM Dose Pack product informational insert was willful;
- k. That the Court award Cornerstone all damages for International Labs' infringement of its copyright in the AlleRxTM Dose Pack product informational insert and that International Labs be ordered to disgorge all profits and other gains attributable to its infringement or, in the alternative, that the Court award Cornerstone statutory damages;

- l. That the Court enter an order requiring International Labs to recall from distribution all items that infringe Cornerstone's copyright in the AlleRxTM Dose Pack product informational insert and that the Court order the impoundment and destruction of all such items, together with all other items in International Labs' possession, custody or control that infringe Cornerstone's copyright in the AlleRxTM Dose Pack product informational insert;
- m. That the Court enter judgment in favor of Cornerstone and J-Med and against International Labs on the Fourth, Fifth and Sixth Claims for Relief set forth in the Complaint;
- n. That the Court enter an order preliminarily and permanently enjoining International Labs and its officers, directors, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons or entities in active concert or participation or privity with any of them, from further infringement of the AlleRxTM mark;
- o. That the Court enter an order preliminarily and permanently enjoining International Labs and its officers, directors, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons or entities in active concert or participation or privity with any of them, from any acts or things likely to cause confusion, to cause mistake, to deceive or to lead consumers to believe that products marketed, offered for sale, or sold as Allergy DN are authorized, sponsored, licensed, endorsed, promoted or condoned by Cornerstone or are affiliated with Cornerstone in any way;

- p. That the Court award Cornerstone and J-Med damages or other monetary relief for International Labs' infringement of the AlleRxTM mark and that International Labs be ordered to disgorge all profits and other gains attributable to its infringement;
- q. That the Court enter an order for the impoundment and destruction of all items in International Labs' possession, custody or control that display the name "Allergy DN;"
- r. That the Court award Cornerstone and J-Med damages or other monetary relief, including punitive damages, for International Labs' unfair competition;
- s. That the Court award Cornerstone and J-Med damages for International Labs' unfair and deceptive trade practices, which damages should be trebled pursuant to N.C. Gen. Stat. § 75-16;
- t. That the Court award Cornerstone and J-Med their attorneys' fees, costs and expenses as allowed by law;
- u. That the Court award Cornerstone and J-Med pre-judgment and post-judgment interest as allowed by law; and
- v. That the Court grant Cornerstone and J-Med such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Cornerstone and J-Med hereby demand a trial by jury as to all issues in this case so triable.

This the 25th day of May, 2007.

/s/ Robert J. Morris

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