IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

GALDERMA LABORATORIES, L.P. and GALDERMA S.A., Plaintiffs, v. MEDINTER US LLC, MEDINTER LTD. UK, MEDINTER LTD. BVI, MEDGRAFT MICROTECH, INC., ANGEL BARRAZA Y DEL TORO, and BRENDA J. FARRINGTON, Defendants.	C.A. No. 18-1892 (JDW-CJB) **JURY TRIAL DEMANDED** REDACTED - PUBLIC VERSION

FOURTH AMENDED COMPLAINT

Plaintiffs GALDERMA LABORATORIES, L.P. and GALDERMA S.A. (collectively, "Galderma" or "Plaintiffs"), for their complaint for patent infringement against defendants MEDINTER US LLC, MEDINTER LTD. UK, MEDINTER LTD. BVI, (collectively, the "Medinter Entities"), MEDGRAFT MICROTECH, INC., (together with the Medinter Entities, the "Medinter Defendants"), ANGEL BARRAZA Y DEL TORO ("Barraza"), and BRENDA J. FARRINGTON ("Farrington") (collectively, the "Individual Defendants") allege as follows:

NATURE OF THE ACTION

1. This is a civil action for infringement of United States Patent Nos. 6,716,251 ("the '251 patent") (Ex. A) and 7,731,758 ("the '758 patent") (Ex. B) (collectively, "the Patents-in-Suit"). Galderma markets and sells SCULPTRA® Aesthetic and SCULPTRA® (collectively, "SCULPTRA®") in the U.S. and in other countries around the world. SCULPTRA® is an

injectable polylactic acid formulation used to correct wrinkles and folds in human skin. This action arises from the Medinter Defendants and Individual Defendants' manufacture, use, offer for sale, and sale of DERMA VEIL CUTANEOUS BIO-STIMULANT ("DERMA VEIL")—an injectable dermal filler product also made of a polylactic acid formulation that competes directly with SCULPTRA® and infringes the Patents-in-Suit as described below. The Medinter Defendants and Individual Defendants both directly and indirectly infringe the Patents-in-Suit, and such infringement is willful.

2. In addition, this case is about the Individual Defendants using the Medinter Defendants as their alter ego in the infringement of the Patents-in-Suit in order to avoid liability. During all relevant times herein, the Medinter Defendants [redacted] in such a manner that piercing the corporate veil of the Medinter Defendants is warranted to make the Individual Defendants and their personal assets liable for infringing the Patents-in-Suit. During this litigation, the Medinter Defendants and Individual Defendants made false representations of material facts—[redacted]—that were calculated to actively conceal the truth from Galderma and shield Defendants from liability for infringement of the Patents-in-Suit.[1]

3. Based on Medinter Ltd. BVI's [redacted], spanning from 2018, when this litigation began, to 2022, the Individual Defendants have been [redacted] to isolate the Medinter Defendants from patent damages.

[1] Galderma's allegations are based on documents and information in its possession, upon its factual investigation to date, and upon information and belief where noted. Galderma believes that further discovery would uncover substantial additional evidentiary support for its allegations regarding the Individual Defendants.

Indeed, there is no evidence or testimony from discovery to date that the Medinter Defendants or Individual Defendants [redacted].

4. Discovery in this case shows that from 2017 to the present, the Medinter Defendants' annual sales of DERMA VEIL [redacted]. (*See* Ex. N, MED 00000126; Ex. X, MED00018054.) Yet, as Farrington testified during the Rule 30(b)(6) deposition of the Medinter Defendants, [redacted]. In fact, as of May 31, 2022, Medinter Ltd. BVI's [redacted] on May 12, 2022 (*see* Ex. O, MED 00018042 – MED 00018043, reproduced in part below.)

[redacted]

5. While the Individual Defendants admit that [redacted] on information and belief, the Medinter Defendants' [redacted]. (*See* Ex. P, Farrington Dep. Tr. 32:22-33:11.)

6. Discovery has established and as further detailed below, the Medinter Defendants' [redacted]. Thus, after costs of goods and other expenses are paid, their profit from 2017 to the present has been, [redacted] Consequently, the fact that the Medinter Defendants' [redacted] demonstrates, on information and belief, that the [redacted].

7. Discovery has further established that the [redacted]. Rather, [redacted]. In other words, the Medinter Defendants [redacted] and to perpetrate fraud by infringing the Patents-in-Suit while avoiding damages liability.

8. Discovery has also established that the [redacted]

9. Despite Barraza's sworn testimony that [redacted] (*see* Ex. Q, Barraza Dep. Tr. 63:3-69:21),

[redacted]. For example:

a. On September 1, 2022, [redacted] (*See* Ex. R, [redacted] Dep. Tr. 69:14-22; 76:12-21; and 77:3-8.) Mr. [redacted] testimony further demonstrates [redacted] (*Id.* at Dep Tr. 18:4-26:19).

b. On March 16, 2022, [redacted] (*See* Ex. S, [redacted] Dep. Tr. 19:22-20:10 and 40:18-41:4.)

c. In 2013, [redacted] (*See* Ex. T, MED 00014593, [redacted])

d. In 2017, [redacted]

[redacted] (*See* Ex. U, MED 00008931, May 7, 2017 Email from Barraza to [redacted])

e. In 2018, [redacted] (*See* Ex. V, MED 00008865, [redacted])

10. On information and belief, further discovery will show that [redacted] and [redacted] Medinter Defendants to avoid liability in this case.

11. Based on the sworn testimony of the Individual Defendants and other evidence, [redacted]. Furthermore, the evidence shows that the [redacted] Thus, all acts of infringement, putatively in the name of the Medinter Defendants, can be attributed [redacted]. No one else related to the Medinter Defendants [redacted]. Accordingly, injustice will result if the corporate fiction of the Medinter Defendants is maintained despite the unity of interests between the Medinter Defendants and [redacted].

12. As detailed below, the actions of the Medinter Entities and Medgraft are attributable to the [redacted] because: [redacted]

[redacted] Accordingly, adherence to the legal fiction of the Medinter Entities and Medgraft would result in fraud, promote injustice, and/or lead to an evasion of legal obligations for the Individual Defendants.

PARTIES

13. Galderma Laboratories, L.P. is a Texas limited partnership with its principal place of business at 14501 North Freeway, Fort Worth, Texas 76177.

14. Galderma S.A. is a Swiss company with its principal place of business at Avenue Gratta Paille 2, 1018 Lausanne, Switzerland.

15. Defendant Medinter US LLC is a limited liability company organized and existing under the laws of the State of Delaware. According to Delaware's Secretary of State, Medinter US LLC's [redacted]. (*See* Ex. RR, MED00017771, [redacted].) On information and belief, Medinter US LLC has a regular and established place of business at 4900 Woodway Drive, Suite 1110, Houston, Texas 77056. Medinter US LLC also conducts operations at [redacted]. Farrington testified at the Medinter Defendants' Rule 30(b)(6) deposition [redacted] (*See* Ex. P, Farrington Dep. Tr. 17:11-15.) She testified further that [redacted] (*Id.* at Dep. Tr. 126:2-127:21.)

16. On information and belief, Defendant Medinter Ltd. UK is a United Kingdom private limited company having a principal place of business at 10 English Business Park, Hove East Sussex, BN3 7ET, England. According to Medinter Ltd. UK's [redacted] On information and belief, Medinter Ltd. UK has conducted operations out of 4900 Woodway Drive, Suite 1110, Houston, Texas 77056, which it shares with Medinter US LLC, Medgraft Microtech, Inc., and Medinter Ltd. BVI. Medinter Ltd. UK has also conducted operations out of [redacted] 53713. Farrington testified at deposition that [redacted] (*See* Ex. P, Farrington Dep. Tr. 20:2-23.)

17. Defendant Medinter Ltd. BVI is a British Virgin Island corporation having a principal place of business at Simmonds Building, Wickham Cay 1, P.O. Box 261, Road Town, Tortola, British Virgin Islands. Medinter Ltd. BVI has conducted operations out of [redacted]. Farrington testified at deposition that [redacted] (*See* Ex. P, Dep. Tr. 21:2-22:14.) Before that, according to Farrington, [redacted] (*See* Ex. Q, Barraza Dep. Tr. 73:1-74:11-19.) Moreover, Farrington testified that [redacted]

[redacted] (*See* Ex. P, Farrington Dep. Tr. 22:10-14; 37:15-19.)

18. The Individual Defendants knowingly and intentionally made no distinction between the two "Medinter Ltd." entities and, on information and belief, did so to perpetrate fraud and frustrate Galderma's ability to take discovery. For instance, the DERMA VEIL vials, website, and marketing materials are marked with "Medinter Ltd." and "medintergroup" with no indication as to whether it is the UK or BVI entity. The Individual Defendants' shell game using the Medinter Entities is illustrated by the fact that in this litigation, they [redacted]. It was not until October 28, 2021—nearly 3 years after this case was initiated in November 2018—that the Medinter Defendants [redacted].

19. Defendant Medgraft Microtech, Inc. ("Medgraft") is a corporation organized and existing under the laws of the State of Delaware. Medgraft has a principal place of business at 4900 Woodway Drive, Suite 1110, Houston, Texas 77056, which it shares with Medinter US LLC, Medinter Ltd. UK, and Medinter Ltd. BVI. On information and belief, Medgraft has conducted operations out of [redacted]. Farrington testified at deposition [redacted] (*See* Ex. P, Farrington Dep. Tr. 23:17-25:2.) The other [redacted] (*Id.*) Farrington also testified that [redacted]. (*Id.* at Dep. Tr. 138:18-139:3.)

20. On information and belief, Barraza [redacted]. (*See* Ex. TT, MED00015833.) [redacted] (*Id.*) On information and belief, [redacted].

21. Defendant Barraza is a foreign individual who is currently a resident of Bizkaia, Spain.

22. Defendant Farrington is a foreign individual who is currently a resident of Bizkaia, Spain.

23. Barraza and Farrington are currently [redacted]. Farrington is [redacted]. Farrington is [redacted].

24. On information and belief, and at all times relevant to this Complaint, the Individual Defendants have operated the Medinter Defendants [redacted].

25. On information and belief, at all times since the Medinter Entities' and Medgraft's respective inceptions, [redacted]. Further, the [redacted]. As such, the [redacted] are being used for the

[redacted] and to avoid liability, and these entities are the alter ego of the Individual Defendants.

OTHER PARTIES

26. Attwill Vascular Technologies LP is a limited partnership organized and existing under the laws of the State of Delaware. On information and belief, Attwill Vascular Technologies LP has a principal place of business at 925 Development Dr., Lodi, Wisconsin 53555.

27. Attwill Medical Solutions, Inc. (collectively with Attwill Vascular Technologies LP, "Attwill") is a corporation organized and existing under the laws of the State of Delaware. Attwill Medical Solutions, Inc. has a principal place of business at 925 Development Dr., Lodi, Wisconsin 53555. Attwill Medical Solutions, Inc. is a division of Attwill Vascular Technologies LP, [redacted].

28. Anteco Pharma, LLC ("Anteco") is a limited liability company organized and existing under the laws of the State of Wisconsin. Anteco formerly served as a contract manufacturer of DERMA VEIL for Defendants from about 2013 to 2017. During this period, [redacted]. (*See* Ex. W, *In re: Anteco Pharma, LLC*, No 21-11012-cjf (Bankr. W.D. Wisc.), October 26, 2021, Teeter Dep. Tr. 57:1-6.) The Medinter Defendants and Individual Defendants then [redacted] (*See* Exs. Y, MED00000032, [redacted]; Z, MED00000055, [redacted]; and AA, MED00000083, [redacted].) [redacted]

[redacted]. The co-founder of Anteco, Howard Teeter, testified under oath that Farrington [redacted] (*See* Ex. W, Teeter Dep. Tr. 31:2-14.) Teeter described Farrington's actions as [redacted] (*Id.* at Dep. Tr. 31:3-14.)

29. Anteco's manufacturing activities were at 925 Development Dr., Lodi, Wisconsin 53555. On November 16, 2017, Attwill Medical Solutions, Inc. and/or Attwill Medical Solutions Steriflow LP, a wholly-owned subsidiary of Attwill Vascular Technologies LP, purchased all of the assets of Anteco Pharma, LLC, [redacted].

30. Based on Attwill's role in manufacturing DERMA VEIL, Galderma sued Attwill in this case for the infringement of the Patents-in-Suit. Likewise, based on Anteco's role in manufacturing DERMA VEIL, Galderma sued Anteco for the infringement of the Patents-in-Suit in a separate lawsuit, *Galderma SA et al., v. Anteco Pharma LLC*, Case No. 3:19-cv-00922 (D.Wis. 2019) ("Wisconsin Action").

31. On May 3, 2022, Galderma, Attwill and Anteco agreed to settle the respective litigations. Thus, Attwill was dismissed from this case and the Wisconsin Action was dismissed.

32. DermAvance Pharmaceuticals, Inc. ("DermAvance") is a corporation organized and existing under the laws of the State of Delaware. DermAvance has a principal place of business in Malvern, Pennsylvania 19355. On information and belief, DermAvance [redacted]. DermAvance was a defendant in this case, but Galderma and DermAvance agreed to settle in 2020 and DermAvance was thereafter dismissed. Separately, DermAvance and Medinter Ltd. BVI are the subject of litigation related to DERMA VEIL pending in federal court in the Eastern District of Pennsylvania (Case No. 2-21-CV-01144).

33. The Medinter Defendants and Individual Defendants [redacted]. For example, DermAvance is the sponsor of a completed clinical trial NCT02310490, entitled "DERMA VEIL Versus Sculptra for the Treatment of Nasolabial Folds Wrinkles." (Ex. E, clinicaltrials.gov). On information and belief, [redacted]. On information and belief, upon FDA approval, DERMA VEIL will be immediately offered for sale and sold throughout the U.S., including in this district, for use by patients in the U.S.

34. Wilmax LLC ("Wilmax") is a limited liability company organized and existing under the laws of the State of Wisconsin. Farrington is [redacted]. (Ex. P, Farrington Dep. Tr. 25:12-14.) Wilmax has a principal place of business at 2207 Industrial Dr., Monona, Wisconsin 53713, [redacted]. (*See* Ex. P, Farrington Dep. Tr. 193:14-17.)

35. On March 24, 2022, [redacted]. (*See* Ex. P, Farrington Dep. Tr. 25:3-26:21; 111:18-115:1; and 168:6-24.) [redacted]

[redacted] On information and belief, [redacted]

JURISDICTION AND VENUE

36. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271 *et seq*. relating to the Medinter Defendants' and Individual Defendants' manufacture, use, offer for sale and sale, both directly and indirectly, of DERMA VEIL, an injectable dermal filler used in humans to treat wrinkles and for other aesthetic purposes. Galderma will also seek a declaratory judgment pursuant to 28 U.S.C. §§ 2201-2202 that Defendants' future manufacture, use, offer for sale, sale in the U.S., or importation into the U.S. of DERMA VEIL will infringe the '758 patent and injunctive relief against that infringement.

37. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

38. As detailed below, this Court has personal jurisdiction over all Defendants consistent with the Due Process Clause of the United States Constitution and the Delaware Long-Arm Statute.

39. This Court has personal jurisdiction over Medgraft because it is a corporation organized and existing under the laws of the State of Delaware with a registered agent in the State of Delaware located at 3511 Silverside Road, Suite 105, Wilmington, Delaware 19810. Thus, Medgraft resides within, and has consented to, personal jurisdiction within this District. On information and belief, Medgraft has committed acts of infringement that have led and/or will lead to foreseeable harm and injury to Galderma, such as, for example, [redacted]

[redacted].

40. On information and belief, [redacted]. On information and belief, Medgraft, by and through the [redacted] the Medinter Entities to do so. [redacted]. On information and belief, these [redacted].

41. The Medinter Entities and Medgraft have and have had overlapping owners, including the Individual Defendants. (*See* Ex. C, 2017 Public Information Report.)

42. This Court has personal jurisdiction over Medinter US LLC because Medinter US LLC is a limited liability company organized and existing under the laws of the State of Delaware with a registered agent in the State of Delaware located at 3511 Silverside Road, Suite 105, Wilmington, Delaware 19810. Thus, Medinter US LLC resides within, and has consented to, personal jurisdiction within this District. Medinter US LLC is listed as the specification developer and the U.S. manufacturer for DERMA VEIL in the FDA Establishment Registration & Device Listing database with an FEI Number 3010201080. (Ex. D, FDA Registration.) Medinter US LLC has committed acts of patent infringement that have led and/or will lead to foreseeable harm and injury to Galderma, such as, for example, by directly and/or indirectly making, selling, offering for sale, and/or using DERMA VEIL, where such activities have infringed one or more claims of

the Patents-in-Suit. On information and belief, Medinter US LLC, directly, through intermediaries, and in concert with Medgraft, Medinter Ltd. UK, Medinter Ltd. BVI [redacted], for international sale and distribution.

43. This Court has personal jurisdiction over Medinter Ltd. UK because it is in the business of manufacturing, marketing, using, selling and/or offering for sale infringing DERMA VEIL in the United States, directly and/or through Medinter US LLC, which is a Delaware limited liability company. Medinter Ltd. UK jointly and in concert with Medinter US LLC, Medinter Ltd. BVI and [redacted], for international sale and distribution.

44. On information and belief, the Medinter Entities and Medgraft lack [redacted]. This Court also has personal jurisdiction over Medinter Ltd. UK at least pursuant to Fed. R. Civ. P. 4(k)(2) because (a) Galderma's claims arise under federal law; (b) Medinter Ltd. UK is a foreign company not subject to jurisdiction in any state's courts of general jurisdiction; and (c) exercise of jurisdiction comports with due process. On information and belief, Medinter Ltd. UK has sufficient contacts with the United States as a whole, including but not limited to the manufacture of the DERMA VEIL product in Houston, Texas. In addition, Medinter Ltd. UK's U.S. affiliate, Medinter US LLC, is a Delaware company, and there is no corporate separateness by and among the Medinter Defendants and [redacted].

45. In addition, Medinter Ltd. UK is the holder of two trademarks for "DERMA VEIL CUTANEOUS BIO-STIMULANT." These trademarks, registered on January 15, 2019, bear Registration Numbers 5656286 and 5656287, and state that DERMA VEIL was first used in commerce on October 9, 2014. On information and belief, these marks are used by Medinter Ltd. UK in connection with the manufacture and sale of DERMA VEIL in the U.S. In addition, on information and belief, these marks will be used in connection with future promotion and sales of DERMA VEIL for use by patients in the U.S. upon FDA approval of the DERMA VEIL product. (Ex. E, Clinicaltrials.gov.) Moreover, Medinter Ltd. UK also holds trademarks for the mark "DERMA VEIL CUTANEOUS BIO-STIMULANT" in China (Nos. 21279903, 21280049, and 21280128), Hong Kong (No. 30454984), Macau (Nos. 123701, 123702, and 123703), Malaysia (No. 2017069856), Taiwan (Nos. 01950353 and 01970308), and Mexico (No. 710931). Thus, Medinter Ltd. UK has committed acts of patent infringement that have led and/or will lead to foreseeable harm and injury to Galderma, such as, for example, by directly and/or indirectly making, selling, offering for sale, and/or using DERMA VEIL, where such activities have infringed one or more claims of the Patents-in-Suit.

46. This Court has personal jurisdiction over Medinter Ltd. BVI because it is in the business of manufacturing, marketing, using, selling and/or offering for sale infringing DERMA VEIL in the United States, directly and/or through Medinter US LLC, which is a Delaware limited liability company. On information and belief, Medinter Ltd. BVI jointly and in concert with Medinter US LLC, Medinter Ltd. UK, Medgraft and the [redacted]. On information and belief, Medinter Ltd. BVI jointly and in concert with Medinter US LLC, Medinter Ltd. UK, Medgraft and [redacted]

[redacted], for international sale and distribution.

47. On information and belief, the Medinter Entities and Medgraft lack corporate separateness or any separateness from [redacted]. This Court also has personal jurisdiction over Medinter Ltd. BVI at least pursuant to Fed. R. Civ. P. 4(k)(2) because (a) Galderma's claims arise under federal law; (b) Medinter Ltd. BVI is a foreign company not subject to jurisdiction in any state's courts of general jurisdiction; and (c) exercise of jurisdiction comports with due process. On information and belief, Medinter Ltd. BVI has sufficient contacts with the United States as a whole, [redacted]. In addition, Medinter Ltd. BVI's U.S. affiliate, Medinter US LLC, is a Delaware company, and there is no corporate separateness by and among the Medinter Defendants and the [redacted].

48. This Court has personal jurisdiction over the Individual Defendants pursuant to Fed. R. Civ. P. 4(k)(2) and consistent with the Due Process Clause of the United States Constitution. Personal jurisdiction over Barraza is proper pursuant to Fed. R. Civ. P. 4(k)(2) because (a) Galderma's claims arise under federal law; (b) Barraza is a foreign individual not subject to jurisdiction in any state's courts of general jurisdiction; and (c) exercise of jurisdiction comports with the due process requirements of the Constitution. On information and belief, Barraza has sufficient contacts with the United States as a whole, [redacted].

49. This Court has personal jurisdiction over Farrington pursuant to Fed. R. Civ. P. 4(k)(2) because (a) Galderma's claims arise under federal law; (b) Farrington is a foreign individual not subject to jurisdiction in any state's courts of general jurisdiction; and (c) exercise of jurisdiction comports with the due process requirements of the Constitution. On information and belief, Farrington has sufficient contacts with the United States as a whole, [redacted].

50. The Individual Defendants have minimum contacts with the district because the Medinter Defendants are the alter ego of the Individual Defendants, and Medinter US LLC and Medgraft are Delaware entities [redacted]. On information and belief, the Medinter Defendants [redacted]. As such, the Individual Defendants [redacted]. Further, on information and belief, the public perception is that the Medinter Defendants are the alter ego of the Individual Defendants. Accordingly, the Individual Defendants have purposely established minimum contacts in Delaware such that they could reasonably anticipate being haled into court in Delaware.

51. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(c) and 1400(b).

THE PATENTS-IN-SUIT

52. On April 6, 2004, the United States Patent & Trademark Office ("USPTO") duly and legally issued U.S. Patent No. 6,716,251 ("the '251 patent") titled "Implant for Subcutaneous or Intradermal Injection." A true and correct copy of the '251 patent is attached hereto as Exhibit

A. The ’251 patent was originally assigned to Aventis Pharmaceutical Holdings, and Galderma S.A. is the current assignee of the ’251 patent.

53. The ’251 patent issued from an application which is a National Stage Entry of PCT/FR98/01241 filed on June 12, 1998, which claims priority to French Patent Application No. 97-7334 filed on June 13, 1997. PCT/FR98/01241 published on December 17, 1998 as WO98/56431. The claims of the ’251 patent are generally directed to bioresorbable injectable implants for human administration. For example, claim 1 of the ’251 patent states:

> A bioresorbable injectable implant for human administration consisting essentially of: bioresorbable microspheres or microparticles suspended in a gel consisting essentially of materials of non-animal origin, said microspheres or microparticles consisting of at least one polymer of non-animal origin selected from the group consisting of lactic acid polymers, glycolic acid polymers, and lactic acid-glycolic acid co-polymers.

54. The ’251 patent expired on June 12, 2018. It was valid and enforceable under United States Patent Laws during its term and when the infringement occurred.

55. Keith A. Greathouse, the President and Chief Executive Officer of DermAvance, previously served as the executive vice president for Sanofi-Aventis Dermatology, where he was involved in the development and launch of SCULPTRA®. (Ex. H, Greathouse Profile; Ex. I, Greathouse NYCPM Bio.) Upon information and belief, Mr. Greathouse was intimately aware of SCULPTRA® product details, including its patent portfolio and the Patents-in-Suit, then assigned to Aventis, covering the SCULPTRA® product.

56. On information and belief, the Medinter Defendants and Individual Defendants had knowledge of the ’251 patent at least as early as the release of SCULPTRA®, which is marked with the ’251 patent.

57. At all times relevant herein, until the expiration of the ’251 patent, one or more claims of the ’251 patent covered SCULPTRA®, which is marketed and sold in the U.S. by

Plaintiff Galderma Laboratories L.P. Plaintiff Galderma S.A. markets and sells SCULPTRA® internationally, and has granted Galderma Laboratories L.P. an exclusive license to the '251 patent in the U.S.

58. On June 8, 2010, the USPTO duly and legally issued U.S. Patent No. 7,731,758 ("the '758 patent") titled "Implant for Subcutaneous or Intradermal Injection." The '758 patent issued from a divisional application of the '251 patent. A true and correct copy of the '758 patent is attached hereto as Exhibit B. The '758 patent was originally assigned to Aventis Pharmaceutical Holdings, and Galderma S.A. is the current assignee of the '758 patent.

59. The claims of the '758 patent are generally directed to a reconstitutable product. For example, claim 1 of the '758 patent states:

> A reconstitutable product, which upon the addition of water becomes a bioresorbable, injectable implant product, wherein said reconstitutable product comprises a freeze-dried composition of: microparticles of at least one polymer of non-animal origin selected from the group consisting of lactic acid polymers, glycolic acid polymers, and lactic acid-glycolic acid co-polymers; and a hydrogel precursor consisting essentially of materials of non-animal origin, wherein said precursor forms a hydrogel upon the addition of water.

60. The USPTO awarded the '758 patent with a Patent Term Adjustment of 1,784 days; thus, it remains valid and enforceable through May 1, 2023 under United States Patent Laws.

61. On information and belief, the Medinter Defendants and Individual Defendants had knowledge of the '758 patent since its date of issuance, at least because of their deposition testimony and documents produced in discovery and familiarity with the state of the art, the SCULPTRA® product, and its associated patent portfolio, including but not limited to the '251 Patent.

62. At all times relevant herein, one or more claims of the '758 patent cover SCULPTRA®, which is marketed and sold in the U.S. by Plaintiff Galderma Laboratories L.P.

Plaintiff Galderma S.A. markets and sells SCULPTRA® internationally, and has granted Galderma Laboratories L.P. an exclusive license to the '758 patent in the U.S.

DEFENDANTS' INFRINGING DERMA VEIL PRODUCT

63. According to the leaflet in DERMA VEIL packaging, DERMA VEIL is manufactured by Anteco Pharma, LLC for Medinter, Ltd. UK and/or Medinter Ltd. BVI at 4900 Woodway Drive, Suite, 1110, Houston, Texas 77056 USA. (Ex. F, Instructions for Use.)

64. From about 2013 to 2017, [redacted].

65. In 2018, [redacted]. (*See* Ex. P, Farrington Dep. Tr. 25:3-26:21 and 65:15-17.)

66. On November 22, 2021, in response to Galderma's First Set of Interrogatories Nos. 5, 12, and 15, Medinter US LLC and Medinter Ltd. [redacted] (*See* Ex. II, Defs. Medinter US LLC and Medinter Ltd.'s Suppl. Resp. to Plaintiffs' First Set of Interrog. Nos. 5, 12, and 15, at 8.) As Medinter Ltd. BVI [redacted]. (*See* Exs. Y, MED00000032, [redacted]; Z, MED00000055, [redacted]; and AA, MED00000083, [redacted].)

67. According to the FDA Establishment Registration & Device Listing Database, Medinter US LLC is the establishment for DERMA VEIL, *i.e.,* registered as the specification developer and the U.S. manufacturer of export-only devices.

68. As described by the Instructions for Use, each box of DERMA VEIL contains 2 vials. Each vial of DERMA VEIL comprises 236.14 mg of a lyophilized, crystalline white powder of microparticles (40 to 60 micrometers) made of polylactic acid, glycolic acid, carboxy methyl cellulose sodium, mannitol, and polysorbate 80. (Ex. F, Instructions for Use.)

69. According to the Instructions for Use, DERMA VEIL is activated by injecting into the vial 8 ml of either Physiological Saline Solution or Sterile Water for Injection. Once activated, the formula becomes a suspension of relative viscosity. According to the [redacted] (Ex. J, [redacted]) References to DERMA VEIL herein include the versions described in the Instructions for Use and Product Description.

70. DERMA VEIL is administered by subdermal injection. The application of DERMA VEIL leads to diminishing skin depressions such as wrinkles, creases, and minor scars.

DEFENDANTS' COMMERCIALIZATION OF INFRINGING DERMA VEIL

71. The underlying PCT application that supports the Patents-in-Suit published on December 17, 1998 as WO98/56431. Defendant Medgraft and the Individual Defendants had knowledge of this PCT application at least as early as 2002 when it cited WO98/56431 in an Information Disclosure Statement to the United States Patent Office. During U.S. prosecution, the

Examiner cited WO98/56431 as anticipatory to Medgraft's patent application. On information and belief, Defendant Medgraft and the Individual Defendants knew or should have known of the Patents-in-Suit no later than their issuance date. The '251 Patent issued April 6, 2004. The application that led to the '758 Patent published on September 30, 2004 as U.S. Pub. No. 2004/0191323.

72. In or around October 2004, with knowledge of, and reckless disregard for, the '251 Patent and the published application that became the '758 Patent, [redacted] (*See* Ex. J, [redacted]) On information and belief, Medgraft, [redacted], requires Medinter Ltd. BVI to make, use, sell, offer for sale, or otherwise commercialize DERMA VEIL.

73. On information and belief, from 2004 through the present, Medgraft, [redacted] with Medinter Ltd. BVI (as alter ego of the Individual Defendants) has, at all relevant times herein, actively induced and encouraged the Medinter Entities to manufacture infringing product in the United States for international sale and distribution with knowledge of, and a specific intent to infringe, the Patents-in-Suit. [redacted]

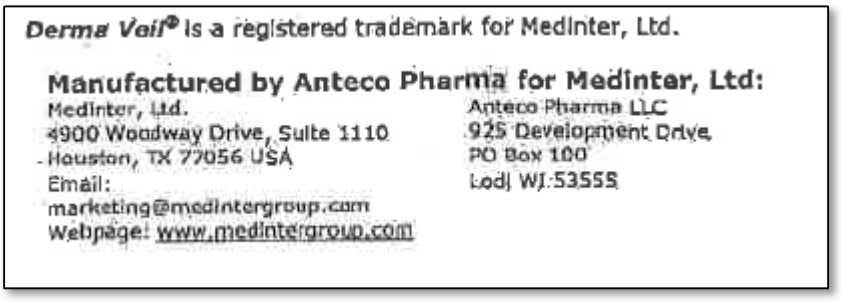
74. On information and belief, based on its familiarity with the state of the art, including but not limited to WO98/56431, Defendant Medgraft and the Individual Defendants learned of the '758 Patent no later than its date of issuance.

75. On information and belief, the Medinter Defendants and Individual Defendants [redacted]. At the latest, Defendants Medinter Ltd. UK, Medinter Ltd. BVI, and Medinter US LLC learned of the Patents-in-Suit on November 29, 2018, when the Original Complaint was filed in this action. (D.I. 1.)

76. The Medinter Defendants and [redacted]. Additionally, on information and belief, the [redacted] with knowledge of, and a specific intent to infringe the Patents-in-Suit.

77. Anteco, Attwill, Wilmax and other contract manufacturers have profited financially by manufacturing, selling, and offering for sale infringing DERMA VEIL product at least to the Medinter Defendants and [redacted]. This is evidenced at least by the Instructions for Use for infringing DERMA VEIL, which identify Medinter Ltd. UK and/or Medinter Ltd. BVI and "medintergroup" at 4900 Woodway Drive, Suite 1110, Houston, TX 77056 and Anteco Pharma LLC as U.S. manufacturers (*see* Ex. F, reproduced in part below) and by the Instructions for Use, which identify Medinter Ltd. UK and/or Medinter

Ltd. BVI, "medintergroup" and Wilmax LLC as U.S. manufacturers (*see* Ex. BB, WILMAX_000004 – WILMAX_000005, [redacted], reproduced in part below.)


Derma Veil® is a registered trademark for Medinter, Ltd.

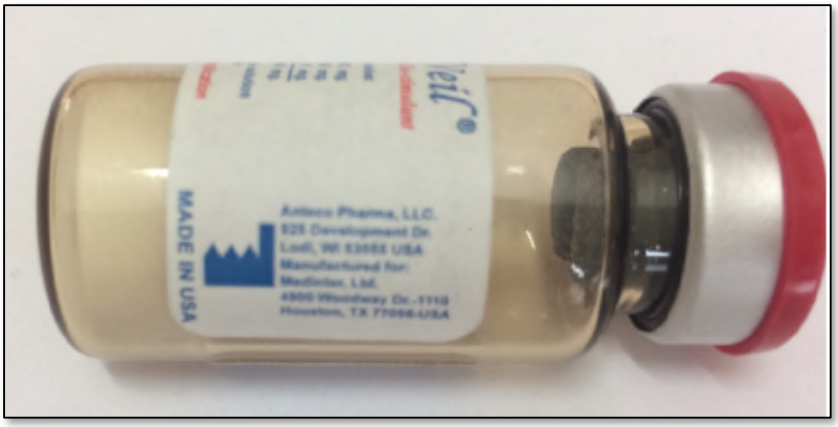
Manufactured by Anteco Pharma for Medinter, Ltd:

Medinter, Ltd.
4900 Woodway Drive, Suite 1110
Houston, TX 77056 USA
Email:
marketing@medintergroup.com
Webpage: www.medintergroup.com

Anteco Pharma LLC
925 Development Drive
PO Box 100
Lodi WI 53555

[redacted]

78. DERMA VEIL manufactured in the U.S. has been and is currently being offered for sale and sold in the United States for distribution abroad, [redacted]. An example of such infringing manufacture is evidenced by vials of DERMA VEIL, which were acquired commercially outside of the United States, that indicate "MADE IN USA" by Anteco Pharma LLC for Medinter Ltd. UK and/or Medinter Ltd. BVI at 4900 Woodway Drive, Suite 1110, Houston, TX 77056. (*See* Ex. G, reproduced below.)



79. [redacted].

80. [redacted]. (*See* Ex. J, [redacted])

81. In this agreement, [redacted]

82. DermAvance also agrees to [redacted]

83. Keith A. Greathouse, the President and Chief Executive Officer of DermAvance, previously served as the executive vice president for Sanofi-Aventis Dermatology, where he was involved in the development and launch of Galderma's competing SCULPTRA® product. (Ex. H, Greathouse Profile; Ex. I, Greathouse NYCPM Bio.) Upon information and belief, Mr. Greathouse was intimately aware of SCULPTRA® product details, including the Patents-in-Suit, then assigned to Aventis, covering the SCULPTRA® product.

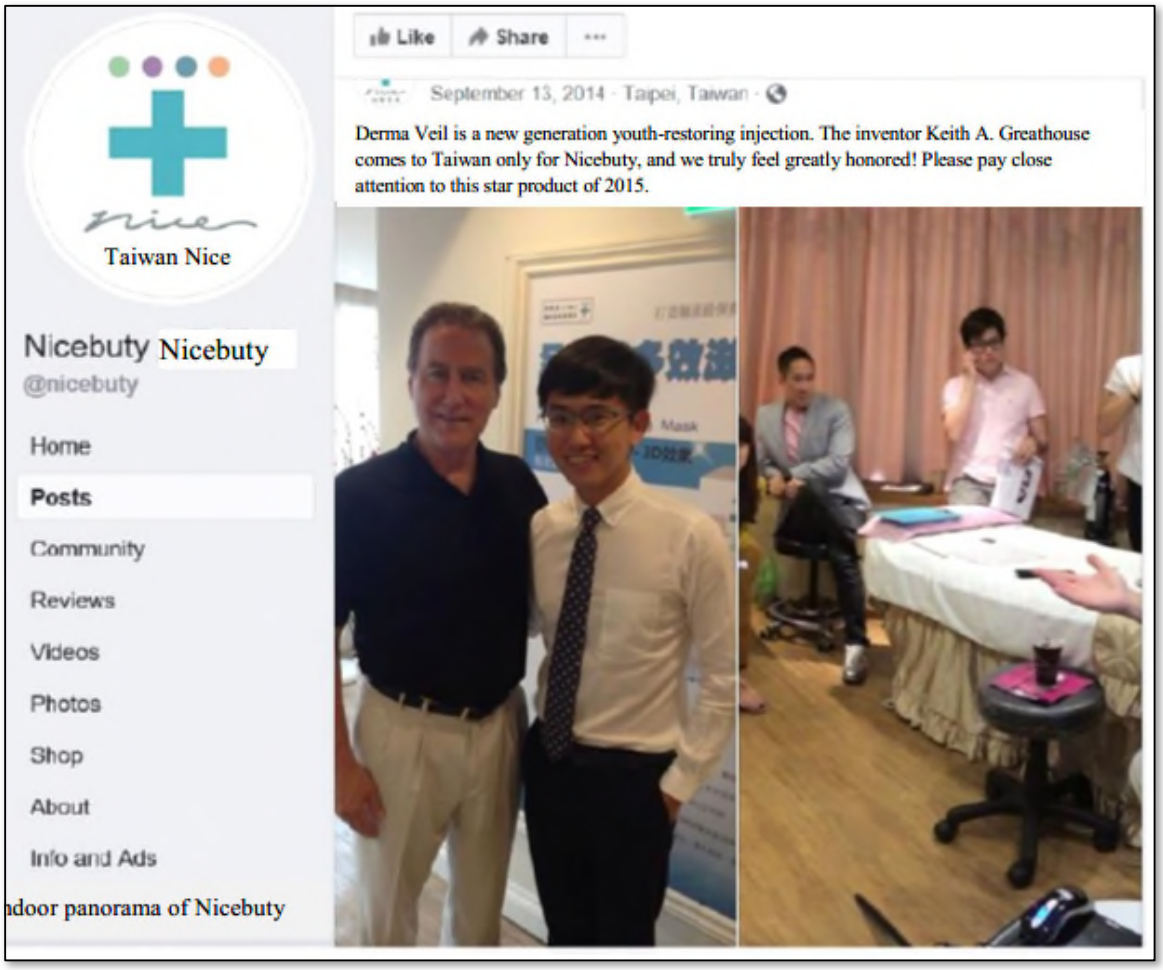
84. On information and belief, DermAvance knew or should have known of the Patents-in-Suit no later than their issuance date, at least due to Mr. Greathouse's knowledge of the state of the art and familiarity with the SCULPTRA® patent portfolio, [redacted].

85. On information and belief, [redacted]

86. Further, during his deposition, [redacted] (*See* Ex. HH, Greathouse Dep. Tr. 167:22-169:18.)

87. On information and belief, Mr. Greathouse, the founder, President and Chief Executive of DermAvance, has been promoting the sale of DERMA VEIL in Asia, including Hong Kong and Taiwan, since at least 2014. Such DERMA VEIL is manufactured in the U.S., resulting in lost sales and profits suffered by Galderma.

88. Mr. Greathouse of DermAvance traveled internationally to advertise and promote the DERMA VEIL product manufactured in the United States by the Medinter Defendants and Individual Defendants. For example, on information and belief, in September 2014, Mr. Greathouse marketed and promoted DERMA VEIL in Taipei, Taiwan during presentations at the Nicebuty company, where he was regarded as the "inventor" of DERMA VEIL. (Ex. K, Official Translation of Taipei Interview Facebook Post, reproduced below.)



89. On information and belief, in 2015, Mr. Greathouse marketed and promoted DERMA VEIL in Hong Kong. For example, Mr. Greathouse conducted promotional interviews with Yoko Tsang and others where he advertised that "Derma Veil is the best collagen stimulator in the current market" and "[a]ll of the Derma Veil products are produced in facilities in the U.S.

which are in compliance with GMP, and are on the FDA Establishment Registration & Device listing. So the quality is absolutely guaranteed." (*See* Ex. L, Official Translation of Greathouse Elle Blog Hong Kong Interview.) During these interviews, Mr. Greathouse explained the use and efficacy of DERMA VEIL, and encouraged the use and sale of DERMA VEIL.

90. DERMA VEIL competes with Galderma's SCULPTRA® product internationally, including in Latin America and in Asia, and will directly compete with SCULPTRA® in the U.S. including in this district once DERMA VEIL is approved by the FDA for use by patients in the U.S. In fact, DERMA VEIL's clinical trial expressly compares the SCULPTRA® product and is called "DERMA VEIL Versus Sculptra for the Treatment of Nasolabial Folds Wrinkles." (Ex. D, clinicaltrials.gov)

91. For example, DERMA VEIL product [redacted]. (*See* Ex. KK, Defs. Medinter US LLC and Medinter Ltd.'s Suppl. Resp. to Plaintiffs' Interrog. No. 5, at 6.) [redacted] have damaged Galderma because they have lost sales and profits in Hong Kong from SCULPTRA® product that they otherwise would have sold but for Defendants' U.S. infringement. Likewise, on information and belief, Galderma has lost SCULPTRA® sales and profits in other Asian countries and Latin America due to Defendants' infringing acts in the U.S. Therefore, Galderma's loss of sales were the foreseeable result of Defendants' U.S. infringement.

92. According to www.dermaveil.com.hk, "Manufactured in the US" and "Registered with FDA" are prominently displayed in the advertising materials and/or all packaging for DERMA VEIL in Hong Kong to differentiate DERMA VEIL from similar products and to demonstrate the superiority of DERMA VEIL. (*See* Ex. M, www.dermaveil.com.hk.)

93. On or around November 19, 2007, [redacted], became the exclusive DERMA VEIL distributor in Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore, Taiwan, and Thailand, and receives U.S. manufactured product from the Medinter Defendants and/or the Individual Defendants. The [redacted] between Medinter Ltd. and [redacted] provides that [redacted] (*See* Ex., Y, MED00000032, [redacted].)

94. On or around December 5, 2012, [redacted] became the exclusive DERMA VEIL distributor in Hong Kong and Macau, and receives U.S. manufactured product from the Medinter Defendants and/or the Individual Defendants. The [redacted] between Medinter Ltd. and [redacted] provides that [redacted] (*See* Ex. Z, MED00000055, [redacted]) In addition, the agreement provides that [redacted] (*Id.*)

95. On or around September 18, 2017, [redacted] became a non-exclusive DERMA VEIL distributor in Hong Kong, and receives U.S. manufactured product from the Medinter Defendants and/or the Individual Defendants. The [redacted] between Medinter Ltd. and [redacted] provides that [redacted]

[redacted] (*See* Ex. AA, MED00000083, [redacted])

96. On information and belief, [redacted].

97. On information and belief, Defendants have actively sought approval of DERMA VEIL in other Asian countries, including in Taiwan. Galderma S.A. markets and sells SCULPTRA® in Taiwan and will suffer damages if Defendants are allowed to sell the infringing DERMA VEIL made in the U.S. in Taiwan.

98. DermAvance has undertaken the clinical trial for DERMA VEIL for purposes beyond submission for FDA approval. On information and belief, the data from the clinical trial has been and is continuing to be used to support the safety and effectiveness claims of DERMA VEIL by the Medinter Defendants in differentiating DERMA VEIL product from its competitors (such as SCULPTRA®) and in promoting DERMA VEIL product sales outside the U.S. When asked about safety standards of DERMA VEIL during a Hong Kong interview, Mr. Greathouse stated that DERMA VEIL was manufactured under U.S. GMP standards and passed FDA Establishment Registration and Device Listing, and therefore, the quality of DERMA VEIL is absolutely guaranteed. (*See* Ex. L.)

99. On information and belief, the DERMA VEIL used for clinical trial NCT02310490 is manufactured in the U.S., but the amount of DERMA VEIL manufactured by Medinter US LLC,

Medinter Ltd. UK, and/or Medinter Ltd. BVI in the U.S. significantly exceeds the amount required for the conduct of the U.S. clinical trial to support FDA approval.

100. Consequently, the Medinter Defendants and Individual Defendants have engaged in infringing activity directed toward making, using, offering for sale, and selling DERMA VEIL in the U.S., and have been making meaningful preparation for the FDA approval and launch of DERMA VEIL in the U.S. Further, on information and belief and in light of the significant investment in the clinical trial and international distribution of DERMA VEIL, Defendants are unlikely to cease infringement despite the filing of this lawsuit. Moreover, Galderma will seek a declaratory judgment that Defendants' future manufacture, sale, offer for sale, use, or importation of DERMA VEIL in the U.S. will infringe the '758 patent and injunctive relief against that infringement.

THE MEDINTER DEFENDANTS ARE THE ALTER EGO OF BARRAZA AND FARRINGTON

101. Galderma incorporates by reference paragraphs 1-100 as if fully set forth herein.

102. On information and belief, the Individual Defendants are using a variety of corporate entities—including, but not limited to, Medinter US LLC, Medinter Ltd. UK, Medinter Ltd. BVI, and Medgraft—to promote fraud, injustice, and/or illegal activities, including using the Medinter Defendants to infringe the '251 and '758 Patents and avoid damages liability.

103. On information and belief, at all times mentioned herein there existed a unity of interest in ownership between the Medinter Defendants, on one hand, and the Individual Defendants, on the other hand, such that the individuality and separateness between them ceased and that the Medinter Defendants are the alter ego of the Individual Defendants, in that *inter alia*, (a) [redacted] as their alter ego; (b) the [redacted]

[redacted]; (c) there has been a failure to [redacted] including, but not limited to, [redacted] (d) the Medinter Defendants are so [redacted] that they are not able to pay its debts and obligations; and (e) the individuality of the Medinter Defendants is a total sham and fiction as they were created to avoid liability by infringing the Patents-in-Suit.

104. On information and belief, the Medinter Defendants share the [redacted], and they share a post office box at 4900 Woodway Dr., Suite 1110, Houston, TX 77056.

105. On information and belief, the [redacted] of the Medinter Defendants. For instance, the Individual Defendants are using (a) Medinter Ltd. BVI as the supposed seller of DERMA VEIL; (b) using Medinter US LLC for the sole purpose to have a U.S. entity as required by FDA regulations (*see* Ex. CC, FDA Establishment Registration & Device Listing); (c) using Medinter Ltd. UK to hold the DERMA VEIL trademarks; and (d) using Medgraft—[redacted]. (*See* Ex. Q, Barraza Dep. Tr. 23:2-9.) These four allegedly different companies are being operated [redacted] and used for the same purpose—to commercialize DERMA VEIL, infringe the Patents-in-Suit, and serve as façade for the Individual Defendants to avoid damages liability.

Undercapitalization of the Medinter Defendants

106. On information and belief, the Medinter Defendants are [redacted], if any, and are unable to pay their debts and obligations.

107. Farrington testified at deposition that [redacted]. (*See* Ex. P, Farrington Dep. Tr. 126:2-129:21.)

108. Medinter Ltd. UK was initially capitalized with [redacted] (*Id.* at Dep. Tr. 130:10-134:12.) Despite Farrington's testimony, documents produced during discovery [redacted]. (Ex. UU, MED00017698.)

109. [redacted] (*See* Ex. P, Farrington Dep. Tr. 93:8-101:16; 103:7-104:20; 129:12-16.)

110. Medgraft—[redacted] (*See* Ex. Q, Barraza Dep. Tr. 23:2-9; Ex. P, Farrington Dep. Tr. 141:10-142:24.)

Failure to Observe Corporate Formalities & Absence of Corporate Records

111. On information and belief, the Individual Defendants disregarded the formal corporate distinction of the Medinter Defendants by *inter alia*:

a. The Medinter Defendants [redacted]. (*See* Ex. P, Farrington Dep. Tr. 70:9-73:11.)

b. Farrington testified at her deposition that [redacted] (*Id.* at Dep. Tr. 70:9-74:23.)

c. Farrington testified at her deposition that [redacted]. (*Id.* at Dep. Tr. 97:2-23.) Farrington testified that [redacted] (*Id.*) She further testified that [redacted] (*Id.*)

d. Farrington testified at her deposition [redacted] (*Id.* at Dep. Tr. 102:2-4; 125:19-23; 130:14-17; and 140:2-8.)

e. Farrington testified at her deposition that [redacted] (*Id.* at Dep. Tr. 101:10-16.)

f. Medinter US LLC, Medinter Ltd. BVI, and Medinter Ltd. UK [redacted]. (*Id.* at Dep. Tr. 119:13-120:9; 128:22-129:4; 134:5-9.)

g. Medinter US LLC, Medinter Ltd. BVI, and Medinter Ltd. UK [redacted] (*Id.*)

h. Medinter US LLC, Medinter Ltd. BVI, and Medinter Ltd. UK [redacted] (*Id.*)

i. On information and belief, Medinter US LLC and Medinter Ltd. BVI have never issued stock.

j. The Medinter Defendants have [redacted]. (*Id.* at Dep. Tr. 106:23-14; 127:23-128:14; 133:16-19; 144:21-145:2.)

k. Medinter US LLC [redacted] (*Id.* at Dep. Tr. 129:12-16.)

l. On one occasion, Medinter Ltd. UK [redacted] (*Id.* at Dep. Tr. 97:8-98:18.)

m. Medinter Ltd. BVI maintains [redacted] (*Id.* at Dep. Tr. 97:8-98:18; 103:7-104:20; 129:12-16.)

n. The Medinter Defendants have represented that there are [redacted] (*See* Ex. P, Farrington Dep. Tr. 25:3-26:21; 111:18-115:1; 168:6-24.) Thus, the Medinter Defendants' and Individual Defendants' [redacted].

112. Barraza testified at deposition that [redacted] (*See* Ex. Q, Barraza Dep. Tr. 23:2-9.)

Failure to Pay Dividends or Royalties

113. Despite the [redacted] (*see* Ex. DD, MED 00000001 – MED 00000008 at [redacted]), Farrington testified at deposition that the [redacted]. (*See* Ex. P, Farrington Dep. Tr. 42:20-21; 100:2-24.)

Insolvency of the Medinter Defendants

114. As discussed above in paragraphs 3–6, if a judgment is entered against the Medinter Defendants in this litigation, the Medinter Defendants will be unable to pay their debts, denying Plaintiffs' ability to recover.

115. In addition, Medgraft and Medinter US LLC's [redacted]. (*See* Exs. EE and FF, MED00017767 and MED00017572, reproduced in part below.)

[redacted]

[redacted]

Siphoning of the Medinter Defendants' Funds

116. As discussed above in paragraphs 3–6, based on Medinter Ltd. BVI's [redacted] it appears that the Individual Defendants are [redacted] made on the sale of DERMA VEIL to isolate themselves from patent damages.

117. The Individual Defendants siphoning of funds is also demonstrated by:

a. As of May 31, 2022, Medinter Ltd. BVI's [redacted] (*see* Ex. O, MED 00018042 – MED 00018043, reproduced in part below.)

[redacted]

[redacted]

[redacted]

[redacted]

b. Farrington's deposition testimony that [redacted] (*See* Ex. P, Farrington Dep. Tr. 114:6-15.) [redacted] (*see id.* at Dep. Tr. 71:16-19), and [redacted].

c. The records of such [redacted]. On information and belief, these [redacted] were made to the Individual Defendants.

d. Barraza's deposition testimony that [redacted] (Ex. Q, Barraza Dep. Tr. 70:3-11.)

e. The Individual Defendants solely determine [redacted] from the Medinter Defendants.

118. On information and belief, further discovery will show that the profits on the sale of DERMA VEIL have been [redacted].

The Medinter Defendants Functioned as a Façade for the Dominant Shareholders

119. On information and belief, the Individual Defendants' interchangeable use of the various Medinter Defendants for a common purpose improperly ignores, controls, and/or

manipulates the corporate form of the Medinter Defendants and function as sham entities for their [redacted] to avoid liability.

Defendants' Fraudulent Conduct

120. Throughout discovery in this litigation, Defendants have made numerous material misrepresentation—verbally and in writing—to actively conceal from Galderma the truth about the roles of each Medinter entity, the Medinter Defendants' sales and profits from the sale of DERMA VEIL, and the [redacted] from funds received from such sales. These misrepresentations were calculated to shield the Medinter Defendants, and the Individual Defendants in particular, from liability for infringement of the Patents-in-Suit. The Defendants' material misrepresentations to Galderma, include, but are not limited to, the following:

a. On December 13, 2019, in response to Galderma's First Set of Interrogatories, Medgraft Microtech, Inc. stated that: [redacted] (*See* Ex. JJ, Def. Medgraft Microtech, Inc.'s Resp. to Plaintiffs' First Set of Interrog., at 13.)

b. On September 4, 2020, in response to Galderma's Interrogatory No. 5, Medinter US LLC and Medinter Ltd. stated that, [redacted] (*See* Ex. KK, Defs. Medinter US LLC and Medinter Ltd.'s Suppl. Resp. to Plaintiffs' Interrog. No. 5, at 6.)

c. On October 20, 2020, in response to Galderma's First Set of Interrogatories Nos. 1-4, 6-11, and 13-15, Medinter US LLC and Medinter Ltd. stated that: [redacted]

[redacted] (*See* Ex. LL, Medinter's Suppl. Resp. to Plaintiffs' First Set of Interrog. Nos. 1-4, 6-11, and 13-15, at 34.)

d. On November 22, 2021, in response to Galderma's First Set of Interrogatories Nos. 5, 12, and 15, Medinter US LLC and Medinter Ltd. stated that: [redacted] (*See* Ex. MM, Defendants Medinter US LLC and Medinter Ltd.'s Suppl. Resp. to Plaintiffs' First Set of Interrog. Nos. 5, 12, and 15, at 16.)

e. On February 28, 2022, in response to Galderma's Interrogatories. Nos. 1-23, the Medinter Defendants stated that: [redacted] (*See* Ex. NN, Medinter Ltd. BVI's Objections and Resp. to Plaintiffs' Interrogatories Nos. 1-23, at 17.)

f. At deposition, Farrington testified that the [redacted] (*See* Ex. P, Farrington Dep. Tr. 23:17-25:2.)

121. Despite Medgraft Microtech, Inc.'s representation [redacted] (*See* Ex. P, Farrington Dep. Tr. 42:20-21; 100:2-24.)

122. Despite Medinter US LLC and Medinter Ltd.'s representation that DERMA VEIL [redacted] (*See* Ex. OO, Farrington Day Two Dep. Tr. 485:2-487:22.)

123. Despite Medinter US LLC and Medinter Ltd.'s representations that [redacted] (*See* Ex. P, Farrington Dep. Tr. 126:2-127:21.)

124. Despite Farrington's testimony regarding the [redacted] (*See* Exs. PP and QQ, [redacted] and [redacted], respectively reproduced in part below.)

[redacted]

[redacted]

125. Also, the Medinter Defendants did not assert until July 28, 2022—mere days before Barraza's deposition on August 5th and the close of fact discovery on August 8th—[redacted] (*See* Ex. VV, Email from E. Choi to E. Powell, May 19, 2022; Ex. WW, Defendants' Suppl. Resp. to Plaintiffs' Interrog. 1, 4-5, 15, 22-23.) However, the Defendants' shifting positions were, on information and belief, calculated to delay and hinder Galderma's ability to obtain the facts necessary to pierce the corporate veil.

126. The Medinter Defendants' and Individual Defendants' false representations or omissions were made with the knowledge or belief that the representations or omissions were false, with reckless indifference to the truth, and with the intention to induce Galderma to refrain from piercing the corporate veil based on the representations or omissions. Moreover, these false representations regarded matters exclusively within the Medinter Defendants' and Individual Defendants' knowledge.

127. Galderma reasonably relied on the Medinter Defendants' and Individual Defendants' representations and omissions, and will suffer damage as a result of this reliance. That is, the Medinter Defendants and Individual Defendants have fraudulently misrepresented the role of each Medinter entity to such an extent that Galderma has been and is currently unable to

determine (a) the business structure, ownership, and role of each of the Medinter Defendants, (b) where DERMA VEIL is actually being sold, (c) how much profit and/or proceeds have been made on the sale of DERMA VEIL, and (d) where these profits and/or proceeds are being transferred.

COUNT I: INFRINGEMENT OF U.S. PATENT NO. 6,716,251
Against All Defendants

128. Galderma incorporates by reference paragraphs 1-127 as if fully set forth herein.

129. As described above, DERMA VEIL is an injectable implant for human administration that is made of polylactic acid, glycolic acid, carboxy methyl cellulose sodium, mannitol, and polysorbate.

130. During the term of the '251 patent, Defendants manufactured, used, offered for sale, sold in the U.S., and exported from the U.S. the DERMA VEIL product, which infringed at least one claim of the '251 patent in violation of 35 U.S.C. § 271(a). More specifically, Defendants directly infringed at least claims 1-7, 12-13, 16-18 and 20 of the '251 patent in violation of 35 U.S.C. § 271(a), by making, having made, using, offering to sell, and selling DERMA VEIL in the U.S. As explained above, the Defendants manufactured and sold in the U.S., and exported DERMA VEIL for commercial exploitation without authority, which infringed at least claims 1-7, 12-13, 16-18 and 20 of the '251 patent.

131. For example, the Instructions for Use describe, *inter alia*, the size of DERMA VEIL microparticles as between 40 to 60 micrometers. (*See* Ex. F, Instructions for Use.) Defendants' manufacture, use, offers for sale and sales of DERMA VEIL in the U.S. have therefore infringed at least claims 4 and 5 of the '251 patent.

132. Further, the Instructions for Use describe DERMA VEIL as a lyophilized low viscosity, non-toxic, bioabsorbable and biodegradable material. (*See* Ex. F, Instructions for Use.)

Defendants' manufacture, use, offers for sale, and sales of DERMA VEIL in the U.S. have therefore infringed at least claims 1-7, 12-13, 16-18 and 20 of the '251 patent.

133. In addition, Farrington [redacted]. Thus, Farrington has infringed at least one claim of the '251 patent in violation of 35 U.S.C. § 271(a). For example, Farrington has [redacted]. (*See* Ex. OO, Farrington Day Two Dep. Tr. 265:12-16.) Before that, [redacted] (*See* Ex. W, Teeter Dep. Tr. 31:2-14.) Likewise, Barraza [redacted]. Barraza has [redacted]. (*See* Exs. Y, Z, and AA.)

134. The Individual Defendants' alter ego, the Medinter Defendants, have infringed the '251 patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale and selling DERMA VEIL in the U.S. in violation of 35 U.S.C. § 271(a). For example, Medinter Ltd. BVI, Medinter Ltd. UK, Medinter US LLC and Medgraft have made, used, offered for sale DERMA VEIL in the U.S. and sold it in the U.S. (e.g., DERMA VEIL vials labelled with "medintergroup" and "Medinter Ltd.," and Medinter US LLC registered with FDA as manufacturer).

135. On information and belief, during the term of the '251 patent, Defendants knowingly and intentionally induced infringement of the '251 patent under 35 U.S.C. § 271(b) by actively encouraging others to directly infringe the '251 patent, such as by actively encouraging

others to make, use, offer for sale, and/or sell without authority. For example, on information and belief, Defendants actively and knowingly encourages and facilitates the Medinter Entities, Wilmax, and Anteco to manufacture, sell and/or offer for sale DERMA VEIL in the United States for international commercial sale and distribution, with knowledge of and specific intent to infringe the '251 Patent. On information and belief, Defendants knew that DERMA VEIL infringed as least claims 1-7, 12-13, 16-18 and 20 of the '251 patent.

136. The Individual Defendants infringed the '251 patent at least by, with knowledge of the '251 patent, actively encouraging, inducing, aiding and abetting others to make, use, offer for sale, and sell DERMA VEIL in the U.S. The [redacted]. Such actions are, on information and belief, with knowledge of and specific intent to infringe the Patents-in-Suit.

137. Defendants have also infringed at least claims 1-7, 12-13, 16-18 and 20 of the '251 Patent during its term, in violation of 35 U.S.C. § 271(f)(2), by supplying or causing to be supplied in or from the United States a component of the patented invention that is especially made or especially adapted for use in the invention and not a staple article or commodity of commerce suitable for substantial non-infringing use, and knowing that such component is so made or adapted, and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States. Specifically, the Defendants supplied or caused to be supplied DERMA VEIL, which is in a lyophilized form and includes microparticles made of polylactic acid, glycolic acid, carboxy methyl cellulose sodium, mannitol, and polysorbate 80, in or from the United States, knowing and intending that lyophilized DERMA VEIL will be combined with Physiological Saline Solution or

Sterile Water by third party distributors, physicians and healthcare providers outside of the United States to form the bioresorbable injectable implant of the ’251 Patent invention.

138. Lyophilized DERMA VEIL is not a staple article or commodity of commerce suitable for substantial non-infringing use from the ’251 Patent, and is specifically intended to be combined with Physiological Saline Solution or Sterile Water to form a bioresorbable injectable implant for human administration, and thus is especially made for use in the ’251 Patent invention. DERMA VEIL Instructions for Use (*e.g.,* Ex. F) indicate that lyophilized DERMA VEIL is intended to be activated by injecting 8 ml of either Physiological Saline Solution or Sterile Water into the vial before human administration. Such activation results in a bioresorbable injectable implant including microspheres or microparticles suspended in a gel, directly infringing the ’251 Patent. (*Id.*)

139. On information and belief, [redacted], Defendants knew, and intended, that lyophilized DERMA VEIL would be combined with Physiological Saline Solution or Sterile Water outside of the United States to form a bioresorbable injectable implant for human administration, which would result in infringement of the ’251 Patent if occurred in the United States. Defendants also knew that lyophilized DERMA VEIL would be combined to form a bioresorbable injectable implant, and specifically intended such a combination, because the manufacture and sale of lyophilized DERMA VEIL would serve no other purpose.

140. Defendants have also infringed at least claims 1-7, 12-13, 16-18 and 20 of the ’251 Patent during its term, in violation of 35 U.S.C. § 271(f)(1), by supplying or causing to be supplied

in or from the United States a substantial portion of the components of the patented inventions, so as to, on information and belief, intentionally and with knowledge of the '251 Patent, actively induce the combination of such components outside of the United States in a manner that would infringe the '251 Patent if such combination occurred within the United States. Specifically, Defendants supplied or caused to be supplied DERMA VEIL, which is in a lyophilized form and includes microparticles made of polylactic acid, glycolic acid, carboxy methyl cellulose sodium, mannitol, and polysorbate 80, in or from the United States. The components within lyophilized DERMA VEIL embody a substantial portion of the '251 Patent inventions, including but not limited to the claimed microparticles (claims 1 and 16), gelling agent (claim 16), and surfactant (claim 16).

141. At least through DERMA VEIL Instructions for Use [redacted], Defendants actively instructed and induced third party distributors, downstream physicians and healthcare providers outside of the United States to combine lyophilized DERMA VEIL with Physiological Saline Solution or Sterile Water for activation and human administration, knowing that such combination would directly infringe the '251 Patent if it occurred within the United States.

142. On information and belief, Defendants had knowledge of the '251 patent during its term, copied the SCULPTRA® product, and their infringement was deliberate, egregious, willful, and in reckless disregard of the valid patent claims of the '251 patent, entitling Galderma to enhanced damages under 35 U.S.C. § 284.

143. Defendants knew or should have known of the '251 patent at least through [redacted] (Ex. GG, [redacted], DermAvance0001018 – DermAvance0001019.) Moreover, during his deposition, Mr. Greathouse stated that [redacted]. (*See* Ex. HH, Greathouse Dep. Tr. 167:22-169:18.) Further, Barraza testified at his deposition [redacted] (*See* Ex. Q, Barraza Dep. Tr. 127:10-14.)

144. Galderma has been injured by and has suffered substantial damages, in an amount not yet determined, as a result of Defendants' infringement of the '251 patent.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,731,758
Against All Defendants

145. Galderma incorporates by reference paragraphs 1-144 as if fully set forth herein.

146. During the term of the '758 patent, Defendants have manufactured, used, offered for sale, sold, and exported, and are currently manufacturing, using, offering for sale and selling in the U.S., and exporting from the U.S. the DERMA VEIL product to be used for human administration. Such conduct infringes at least one claim of the '758 patent in violation of 35 U.S.C. § 271(a).

147. More specifically, Defendants have directly infringed at least claims 1-6, and 8-12 of the '758 patent in violation of 35 U.S.C. § 271(a), by making, having made, using, offering to sell, and selling DERMA VEIL in the U.S. As explained above, Defendants manufactured and

sold in the U.S. and exported DERMA VEIL for commercial exploitation, which infringes at least claims 1-6, and 8-12 of the '758 patent, without authority.

148. Further, the Instructions for Use describe DERMA VEIL as an injectable implant for human administration that is activated by injecting into the vial of DERMA VEIL 8 ml of either Physiological Saline Solution or Sterile Water for Injection and is made of polylactic acid, glycolic acid, carboxy methyl cellulose sodium, mannitol, and polysorbate. (*See* Ex. F, Instructions for Use.) Thus, the manufacture, use, offers for sale, and sales of DERMA VEIL in the U.S. infringe at least claims 1, 3-6, 9, and 10 of the '758 patent.

149. In addition, Farrington [redacted]. Thus, Farrington has infringed at least one claim of the '758 patent in violation of 35 U.S.C. § 271(a). For example, Farrington has [redacted]. (*See* Ex. OO, Farrington Day Two Dep. Tr. 265:12-16.) Before that, Farrington [redacted]. (*See* Ex. W, Teeter Dep. Tr. 31: 2-14.) Likewise, [redacted] in violation of 35 U.S.C. § 271(a). Barraza has [redacted]. (*See* Exs. Y, Z, and AA.)

150. The Individual Defendants' alter ego, the Medinter Defendants, have infringed the '758 patent in violation of 35 U.S.C. § 271(a) by making, using, offering for sale and selling DERMA VEIL in the U.S. in violation of 35 U.S.C. § 271(a). For example, Medinter Ltd. BVI,

Medinter Ltd. UK, Medinter US LLC and Medgraft have made, used, offered for sale DERMA VEIL in the U.S. and sold it in the U.S. (e.g., DERMA VEIL vials labelled with "medintergroup" and "Medinter Ltd.," and Medinter US LLC registered with FDA as manufacturer).

151. On information and belief, during the term of the '758 patent, Defendants knowingly and intentionally have induced, and are continuing to induce, infringement of the '758 patent under 35 U.S.C. § 271(b) by actively encouraging others to directly infringe the '758 patent, such as by actively encouraging others to make, use, offer for sale, sell, and/or import DERMA VEIL, without authority. For example, on information and belief, [redacted]. On information and belief, the Medinter Defendants and Individual Defendants knew that DERMA VEIL infringes as least claims 1-6 and 8-12 of the '758 patent.

152. The Individual Defendants infringed the '758 patent at least by, with knowledge of the '758 patent, actively encouraging, inducing, aiding and abetting others to make, use, offer for sale, and sell DERMA VEIL in the U.S. [redacted]. Such actions are, on information and belief, with knowledge of and specific intent to infringe the Patents-in-Suit.

153. DERMA VEIL is a lyophilized low viscosity, non-toxic, bioabsorbable and biodegradable material. The manufacture, use, offers for sale and sales of DERMA VEIL therefore infringe at least claims 2 and 11 of the '758 patent.

154. Each box of DERMA VEIL contains 2 vials of DERMA VEIL and an Instructions for Use leaflet. The manufacture, use, offers for sale, and sales of DERMA VEIL therefore infringe at least claim 12 of the '758 patent.

155. On information and belief, Defendants have been aware of the '758 patent, copied the SCULPTRA® product, and Medinter Defendants and Individual Defendants' infringement is deliberate, egregious, willful, and in reckless disregard of the valid patent claims of the '758 patent, entitling Galderma to enhanced damages under 35 U.S.C. § 284.

156. Defendants knew or should have known of the '758 patent at least through at least through [redacted]. (Ex. GG.) Moreover, during his deposition, Mr. Greathouse stated that [redacted] Further, Barraza testified at his deposition [redacted] (*See* Ex. Q, Angel Barraza Dep. Tr. 127:10-14.)

157. Galderma has been injured and has suffered substantial damages, in an amount not yet determined, as a result of the Medinter Defendants and Individual Defendants' infringement of the '758 patent.

JURY DEMAND

Under Federal Rule of Civil Procedure 38, Plaintiffs demand trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the following relief:

(a) a judgment that the Medinter Defendants and Individual Defendants have infringed the ’251 patent;

(b) a judgment that the Medinter Defendants and Individual Defendants have infringed the ’758 patent;

(c) a judgment permanently enjoining the Medinter Defendants and Individual Defendants from further infringing the ’758 patent, including injunctive relief to prevent the commercial manufacture, use, offer to sell, sale, or importation of the DERMA VEIL product;

(d) a judgment that the Medinter Defendants are the alter egos of the Individual Defendants, and that the Individual Defendants are jointly and severally liable for the debts of the Medinter Defendants;

(e) an award of damages sufficient to compensate Plaintiffs for infringement of the ’251 and ’758 patents, including lost profits and extraterritorial damages, together with pre- and post-judgment interest and costs in accordance with 35 U.S.C. § 284;

(f) entry of an order that the Medinter Defendants and Individual Defendants’ infringement has been willful, and enhanced damages pursuant to 35 U.S.C. § 284;

(g) a judgment that this is an exceptional case pursuant to 35 U.S.C. § 285 and an award to Plaintiffs of their reasonable attorney fees, costs, and expenses in this action; and

(h) such other and additional relief as the Court may deem just and proper.

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December 6, 2022