

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA**

**ELI LILLY AND COMPANY**, an Indiana corporation located at Lilly Corporate Center Indianapolis, Indiana 46285,

Plaintiff,

v.

**CAPITOL CONTOURS LLC**, a Virginia limited liability company located at 3335 Duke Street, Alexandria, Virginia 22314,

Defendant.

Case No. 24-1781

**COMPLAINT**

**JURY TRIAL DEMANDED**

**COMPLAINT FOR TRADEMARK INFRINGEMENT  
FALSE ADVERTISING, AND FALSE DESIGNATION OF ORIGIN**

## INTRODUCTION

1. This is an action to protect patients from unstudied, unapproved, and unsafe drugs masquerading as Plaintiff Eli Lilly and Company’s (“Lilly”) FDA-approved medicines for adults with type 2 diabetes, obesity, or excess weight and weight-related medical problems. Defendant Capitol Contours LLC (“Defendant”) has designed its website and advertising materials to deceive patients into thinking Defendant offers a way to obtain Lilly’s clinically studied medicines, when in reality Defendant offers no such thing.<sup>1</sup> Lilly therefore brings this action under federal and state law to protect patients from Defendant’s dangerous, deceptive, and unlawful practices.

2. For nearly 150 years, Lilly has worked tirelessly to develop and deliver trusted and innovative medicines that meet critical and unmet patient needs. Lilly’s proprietary MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> are two such first-of-their-kind medicines, which are indicated for the serious conditions afflicting many tens of millions of Americans. To advance treatment of these chronic conditions, Lilly used its extensive experience with world-class medicines to develop the brand-new class of GLP-1 (glucagon-like peptide-1) and GIP (glucose-dependent insulintropic polypeptide) dual-receptor agonists, which includes tirzepatide, the active ingredient in Lilly’s MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>. Lilly’s MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> are the only FDA-approved GLP-1/GIP medicines.

3. Before obtaining FDA approval, Lilly’s new medicines underwent years-long clinical trials, which tested them for safety, quality, and effectiveness on thousands of patients. When approving these medicines, the FDA called Lilly’s “novel” MOUNJARO<sup>®</sup> an “important

---

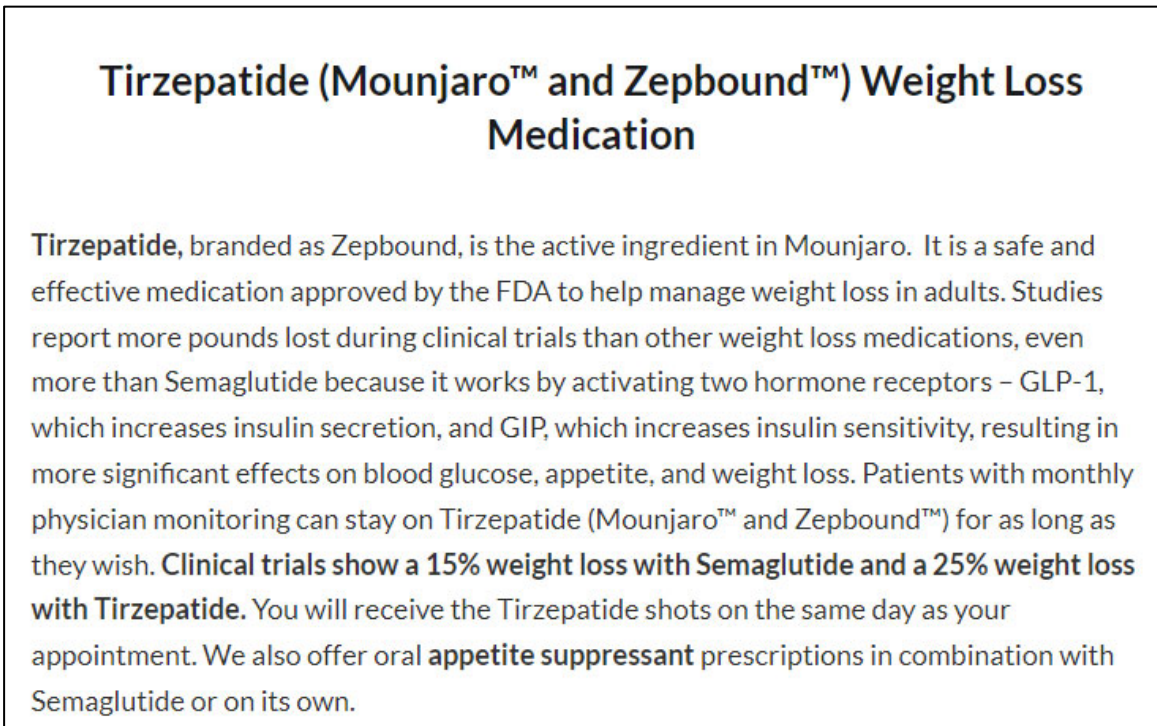
<sup>1</sup> In support of this Complaint, Lilly’s allegations are upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters.

advance” and observed that Lilly’s ZEPBOUND® “addresses an unmet medical need.” <https://web.archive.org/web/20221028212253/https://www.fda.gov/news-events/press-announcements/fda-approves-novel-dual-targeted-treatment-type-2-diabetes> (archived FDA MOUNJARO® approval press announcement); <https://www.fda.gov/news-events/press-announcements/fda-approves-new-medication-chronic-weight-management> (FDA ZEPBOUND® approval press announcement).

4. Compounded products sold as “tirzepatide,” meanwhile, are not approved or even reviewed by the FDA. Pharmacies currently offering compounded versions of tirzepatide are not required to follow the FDA’s “good manufacturing practices,” nor to comply with the same controls on sterility and safe storage as manufacturers of FDA-approved medicines. They are also not required to report adverse events—an important regulatory requirement imposed on manufacturers of FDA-approved medicines for patient safety. Compounded drugs are not tested for safety, quality, or efficacy in clinical trials. Accordingly, and as the FDA has warned, “compounded drugs pose a higher risk to patients than FDA-approved drugs,” such as MOUNJARO® and ZEPBOUND®. <https://www.fda.gov/drugs/human-drug-compounding/drug-compounding-and-drug-shortages> (FDA explainer on Drug Compounding).

5. Defendant falsely and unlawfully trades on Lilly’s work, reputation, and goodwill, offering unproven and unapproved compounded drugs as if they were genuine Lilly medicines. But Defendant does not offer Lilly’s proprietary MOUNJARO® and ZEPBOUND® medicines. Indeed, Defendant’s drugs have undergone *none* of the rigorous studies or approval processes that Lilly’s medicines have. Passing Defendant’s compounded drugs off as Lilly’s MOUNJARO® and ZEPBOUND® is not merely deceptive—it’s dangerous.

6. When patients arrive at Defendant’s website, they can navigate to a webpage labeled “Tirzepatide.” There, patients are greeted by a large banner proclaiming to describe “Tirzepatide (Mounjaro™ and Zepbound™) Weight Loss Medication.” The page further reads that “**Tirzepatide**, branded as Zepbound, is the active ingredient in Mounjaro” before reporting Tirzepatide to be “approved by the FDA” and having had results demonstrated in “clinical trials,” as shown below:



7. Tirzepatide, however, is not simply “branded as Zepbound.” Tirzepatide is the active ingredient—but not the only ingredient—in Lilly’s FDA-approved medicine. On its own, tirzepatide is not “approved by the FDA” to treat any condition, much less weight loss. Genuine MOUNJARO® and ZEPBOUND® are not the same as the compounded forms of tirzepatide offered by Defendant, but rather were tested in clinical trials and approved by the FDA.

8. Lilly therefore brings this action pursuant to the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and for violation of the common law. Lilly’s claims arise out of Defendant’s

infringement of Lilly's rights in the MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> trademarks and Defendant's acts of false designation of origin and false advertising.

### **THE PARTIES**

9. Plaintiff Lilly is a corporation organized and existing under the laws of Indiana and has its principal place of business in Indiana.

10. Defendant Capitol Contours LLC is a Virginia limited liability company with a principal place of business at 3335 Duke Street, Alexandria, Virginia 22314. Its registered agent is United States Corporation Agents, Inc., with registered agent address 4445 Corporation Lane Suite 259, Virginia Beach, Virginia 23462.

11. Defendant also conducts business in this District at 1430 K Street, NW, Unit 102, Washington D.C., 20005.

12. Defendant also does business using the domain name "capitolcontours.com," on which it advertises its Washington, DC location.

### **JURISDICTION AND VENUE**

13. The Court has subject matter jurisdiction over the Lanham Act causes of action pleaded herein pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has supplemental jurisdiction over the common law causes of action pleaded herein pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant operates and conducts business in this District. Defendant is subject to personal jurisdiction in this District.

**LILLY’S FDA-APPROVED TIRZEPATIDE MEDICINES:  
MOUNJARO® AND ZEPBOUND®**

15. Lilly’s MOUNJARO® is a novel treatment for type 2 diabetes, a chronic and progressive condition facing more than 30 million Americans. As the FDA has noted, “Despite the availability of many medications to treat diabetes, many patients do not achieve the recommended blood sugar goals.”

<https://web.archive.org/web/20221028212253/https://www.fda.gov/news-events/press-announcements/fda-approves-novel-dual-targeted-treatment-type-2-diabetes> (archived FDA MOUNJARO® approval press announcement). MOUNJARO® targets this problem head-on using an innovative active pharmaceutical ingredient, tirzepatide. Before it received FDA approval, Lilly’s MOUNJARO® was clinically proven to improve blood sugar control “more effective[ly] than the other diabetes therapies with which it was compared in clinical studies.”

*Id.*

16. The FDA approved MOUNJARO® and indicated it in addition to diet and exercise to improve glycemic control in adults with type 2 diabetes mellitus. As part of the approval process, Lilly submitted data on safety, quality, and effectiveness collected through clinical trials involving thousands of patients. Lilly’s MOUNJARO® is thus proven safe and effective when used as directed.

17. In addition to MOUNJARO®, Lilly markets and sells ZEPBOUND®, another proprietary, FDA-approved treatment option containing the active pharmaceutical ingredient tirzepatide. With ZEPBOUND®, Lilly aims to help the many dozens of millions of American adults with obesity or with excess weight and weight-related medical problems lower their risks of cardiovascular disease and other leading causes of death. As the FDA has noted, ZEPBOUND® “addresses an unmet medical need” by targeting “chronic weight management

(weight reduction and maintenance)” through a new method of hormone receptor activation.

<https://www.fda.gov/news-events/press-announcements/fda-approves-new-medication-chronic-weight-management> (FDA ZEPBOUND<sup>®</sup> approval press announcement).

18. As with MOUNJARO<sup>®</sup>, the safety, quality, and effectiveness of ZEPBOUND<sup>®</sup> was established through rigorous clinical trials featuring thousands of patients. The FDA recently approved ZEPBOUND<sup>®</sup> and indicated it for adults with obesity (with a BMI of 30 kg/m<sup>2</sup> or greater) or those who are overweight (with a BMI  $\geq$  27 kg/m<sup>2</sup> or greater) and also have at least one weight-related additional condition, such as hypertension (high blood pressure), dyslipidemia (high cholesterol or fats in blood), type 2 diabetes mellitus, obstructive sleep apnea, or cardiovascular disease, to lose weight. It should be used with a reduced-calorie diet and increased physical activity.

19. Lilly’s tirzepatide medicines are the result of billions of dollars of investments in research and development, which included dozens of studies and trials.

20. Countless highly specialized personnel ensure Lilly medicines meet quality and safety standards. Lilly manufactures its medicines under strict controls in state-of-the-art facilities. Transforming tirzepatide API to medicine is a complex, methodical, and science-based process. Lilly follows Good Manufacturing Practices (GMP), which are regulations that “provide[] for systems that assure proper design, monitoring, and control of manufacturing processes and facilities.” <https://www.fda.gov/drugs/pharmaceutical-quality-resources/facts-about-current-good-manufacturing-practice-cgmp> (FDA explainer on GMP). GMPs include “establishing strong quality management systems, obtaining appropriate quality raw materials, establishing robust operating procedures, detecting and investigating product quality deviations,

and maintaining reliable testing laboratories.” *Id.* GMPs help “prevent instances of contamination, mix-ups, deviations, failures, and errors.” *Id.*

21. Each step in Lilly’s process to manufacture its tirzepatide medicines—from sourcing and chemical synthesis of the API to formulation and device assembly and packaging—requires extensive testing and controls and specialized equipment. Lilly’s medicines must be, and always are, accompanied with important, FDA-approved labels, instructions, and warnings.

22. Lilly now promotes, offers, and sells MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> medicines in the District of Columbia and throughout the United States.

### **LILLY’S MOUNJARO<sup>®</sup> AND ZEPBOUND<sup>®</sup> TRADEMARKS**

23. Lilly uses the trademarks MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> (the “Lilly Marks”) to identify and promote Lilly’s proprietary, FDA-approved medicines with the active pharmaceutical ingredient tirzepatide. Lilly markets and sells MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> throughout the United States using the Lilly Marks.

24. Lilly first adopted and used the MOUNJARO<sup>®</sup> mark at least as early as June 3, 2022, and has used the MOUNJARO<sup>®</sup> mark continuously since that time. Lilly has extensively promoted, advertised, and marketed its prescription-only diabetes medicine bearing the MOUNJARO<sup>®</sup> mark in many different channels, directed both to healthcare professionals and to patients.

25. Lilly is the owner of two federal trademark registrations for MOUNJARO<sup>®</sup>, U.S. Reg. Nos. 6,809,369 (issued August 2, 2022) and 7,068,463 (issued May 30, 2023). True and correct copies of Plaintiff Lilly’s registrations for the MOUNJARO<sup>®</sup> mark are attached hereto as part of **Exhibit A**. Lilly additionally has several pending applications to register its MOUNJARO<sup>®</sup> mark in connection with more classes, services, and goods, including U.S.



Trademark Ser. Nos. 97/596,856, 97/668,206, and 98/253,743. As a result of its use of the MOUNJARO<sup>®</sup> mark, Lilly also owns valuable common law and other rights in and to the MOUNJARO<sup>®</sup> mark.

26. Lilly first adopted and used the ZEPBOUND<sup>®</sup> mark at least as early as November 30, 2023, and has used the ZEPBOUND<sup>®</sup> mark continuously since that time. Lilly has extensively promoted, advertised, and marketed its prescription-only weight-loss medicine bearing the ZEPBOUND<sup>®</sup> mark in many different channels, directed both to healthcare professionals and to patients.

27. Lilly is the owner of one federal trademark registration for ZEPBOUND<sup>®</sup>, U.S. Reg. No. 7,288,373 (issued January 23, 2024). A true and correct copy of Plaintiff Lilly's registration for the ZEPBOUND<sup>®</sup> mark is attached hereto as part of **Exhibit A**. Lilly additionally has several pending applications to register its ZEPBOUND<sup>®</sup> mark, including U.S. Trademark Ser. Nos. 97/530,451, 97/530,456, and 98/295,137. As a result of its use of the ZEPBOUND<sup>®</sup> mark, Lilly also owns valuable common law and other rights in and to the ZEPBOUND<sup>®</sup> mark.

28. Lilly conceived the Lilly Marks to stand out in the marketplace. The Lilly Marks do not describe any attributes of either medicine and are accordingly inherently distinctive.

29. Lilly promotes, advertises, and markets MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> both to healthcare professionals and to patients, among others, through various channels, including on the websites [mounjaro.com](http://mounjaro.com), [mounjaro.lilly.com](http://mounjaro.lilly.com), [zepbound.com](http://zepbound.com), and [zepbound.lilly.com](http://zepbound.lilly.com), in social media, in online advertisements, and on television.

30. As a result of Lilly's use, promotion, advertising, and marketing of MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, the Lilly Marks are exclusively associated with Lilly, serve to identify genuine Lilly products, and are valuable assets of Lilly.

### **THE RISKS OF COMPOUNDING**

31. Upon information and belief, Defendant markets and sells to patients compounded drug products that purport to contain tirzepatide and that are not approved by the FDA or any other global regulatory agency ("Unapproved Compounded Drugs").

32. Typically, prescription medicines must undergo a rigorous premarket approval process. Federal law creates a narrow exception for compounding, which the FDA defines as a "practice in which a licensed pharmacist, a licensed physician, or, in the case of an outsourcing facility, a person under the supervision of a licensed pharmacist, combines, mixes, or alters ingredients of a drug to create a medication tailored to the needs of an individual patient." <https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding> (FDA guidance on drug compounding law compliance). This narrow exception applies, for instance, where a patient cannot safely take a commercially manufactured FDA-approved drug due to an allergy to a particular dye.

33. The Food, Drug, and Cosmetic Act (FDCA), in section 503A, prescribes a rigid set of requirements that compounding pharmacies must meet, including a requirement that compounding occur only "on the prescription order that a compounded product is necessary for the identified patient." This restriction is important because compounding pharmacies are not required to comply with GMP, so they are only permitted to produce a small amount based on the specific needs of specific patients. The FDA has explained the importance of this

requirement to ensure that compounding pharmacies “are not actually operating as conventional manufacturers”:

The longer a compounded sterile drug product that has been contaminated is held by a pharmacist or physician before distribution, or held in inventory in a health care facility before administration, the greater the likelihood of microbial proliferation and increased patient harm. Because of these and other risks, the FD&C Act places conditions on compounding that must be met for compounded drugs to qualify for the exemptions in section 503A, [including that] compounding is for an identified individual patient, drugs compounded in advance of receiving prescriptions are compounded only in limited quantities, and drugs are distributed pursuant to a valid patient-specific prescription. These conditions are meant to help ensure that compounding under section 503A is based on individual patient needs, and that entities purportedly operating under section 503A are not actually operating as conventional manufacturers.

<https://www.fda.gov/media/97347/download> (FDA prescription requirement compliance guidance for industry).

34. As the FDA further explained, “The *prescription requirement* under section 503A is a critical mechanism to distinguish compounding by a licensed pharmacist or licensed physician from conventional manufacturing, and to ensure that drug products compounded under section 503A, which are not FDA-approved, are not subject to the requirement that labeling bear adequate directions for use, and are not subject to [GMP requirements, are provided to a patient only based on individual patient need.” *Id.* (emphasis in original).

35. Compounders are also limited in their ability to engage in a practice called anticipatory compounding, which is when, “based on a history of receiving prescriptions for a particular drug product to be compounded for an identified individual patient, and in the context of an established relationship with a particular prescriber or patient, a pharmacist or physician will compound a batch of drugs in anticipation of receiving another patient-specific prescription. The compounder then provides the drugs to a patient or health care provider when a prescription for an identified individual patient is received.” *Id.* As the FDA further explained:

[A]nticipatory compounding [] has risks. For example, if a problem occurs during compounding, such as contaminating a drug product that is supposed to be sterile, or producing subpotent or superpotent sterile or non-sterile drugs, it could affect numerous patients, and not just one. Because drug products compounded in accordance with section 503A are exempt from CGMP requirements, there is an inherently greater chance of a production mistake or contamination. Restricting anticipatory compounding to limited quantities serves to limit the number of patients likely to be affected if there are drug product mix-ups or contamination. The limitations on anticipatory compounding in section 503A (i.e., compounding must be in “limited quantities” and based on an “established relationship”) help to protect patients from product quality issues. ***These limitations on anticipatory compounding also help to distinguish licensed pharmacists or licensed physicians compounding drug products under section 503A for individual patients from conventional manufacturers, who generally produce larger quantities of drugs that are distributed without a prescription.***

*Id.* (emphasis added).

36. According to the FDA, “[c]ompounded drugs are not FDA-approved. This means that FDA does not review these drugs to evaluate their safety, effectiveness, or quality before they reach patients.” The FDA has warned that: “Compounded drugs . . . do not have the same safety, quality, and effectiveness assurances as approved drugs. Unnecessary use of compounded drugs unnecessarily exposes patients to potentially serious health risks. Because compounded drugs are not FDA-approved, FDA does not verify their safety, effectiveness, or quality before they are marketed.” <https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers> (FDA drug compounding FAQ).

37. Health risks from compounded drugs are serious. In 2021, a pharmacist pled guilty to providing adulterated compounded drugs to cataract surgery patients. The adulterated compounds contained “an excessive amount of an inactive ingredient” that can damage sensitive eye tissue. <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/press-releases/texas-pharmacist-pleads-guilty-adulterating-drug-used-cataract-surgeries> (FDA press announcement re guilty plea). At least 68 patients were injected with the adulterated compounds, at two different surgery centers, over a period of months, even though

patients suffered near-immediate adverse events, including permanent blindness.

<https://www.wfaa.com/article/news/do-not-publish-yet/287-5f002ed3-e110-4063-9959-a2e5f54b5097> (WFAA article re outbreak). One patient had believed “every pill you take, every shot you take is tested” and was surprised to learn that compounded drugs were neither fully tested nor deemed safe or otherwise approved by the FDA. *Id.*

38. There are countless other examples of people experiencing serious injury from taking unregulated medicines. Inappropriate drug compounding caused at least 73 reported compounding errors between 2001 and 2019. These errors led to more than 1,562 adverse events and at least 116 deaths. <https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2020/us-illnesses-and-deaths-associated-with-compounded-or-repackaged-medications-2001-19> (U.S. Illnesses and Deaths Associated With Compounded or Repackaged Medications, 2001–19).

39. Lilly has seen problems first-hand for compounded tirzepatide. Lilly has discovered compounded drugs advertised as tirzepatide with safety, sterility, and efficacy problems. Some contain bacteria, high impurity levels, different colors (pink, instead of colorless), or a chemical structure different from the tirzepatide in Lilly’s FDA-approved medicines. In at least one instance, Lilly saw nothing more than sugar alcohol. Lilly also has received reports of patients experiencing significant adverse events after being injected with non-Lilly tirzepatide, including a patient who experienced a seizure and was admitted to the Intensive Care Unit and other patients who experienced severe allergic reactions. According to the FDA’s Adverse Events Reporting System (FAERS), to date, over 150 adverse events associated with compounded or so-called (but not actually) “generic” tirzepatide have been reported, including over 100 “serious cases” and at least 5 deaths.

40. Consequences from compounded drugs may be deadly. In October 2012, compounded drugs contaminated with a fungus were shipped throughout the country and later injected into patients' spines and joints. After these contaminated products were injected into nearly 14,000 patients, more than 60 people died of fungal meningitis. *Id.* Regarding this outbreak, the FDA has written:

The 2012 fungal meningitis outbreak was not an isolated event. It was the most serious in a long history of serious adverse events associated with contaminated, super-potent, mislabeled, or otherwise poor quality compounded drugs. In addition, many serious adverse events linked to poor quality compounded drugs, including outbreaks of infections and deaths have occurred since then. And, because most compounders do not report adverse events to FDA, the agency may not be aware of adverse events associated with compounded drugs unless a health care provider submits an adverse event report regarding his or her patients or a state official notifies FDA.

<https://www.fda.gov/media/102493/download> (FDA Compounding Progress Report).

**WIDESPREAD SAFETY CONCERNS  
ABOUT COMPOUNDED TIRZEPATIDE**

41. Regulators and law enforcement across the United States and abroad have recognized the safety concerns with compounded tirzepatide and other incretins. They have issued warnings, and in at least one instance, banned incretin compounding.

42. The FDA, for example, has consistently and repeatedly raised its concerns with compounding generally and compounded incretins more specifically.

<https://www.fda.gov/media/97347/download> (FDA prescription requirement compliance guidance for industry). The FDA specifically has targeted compounded tirzepatide as a threat to consumer safety. The Director of the FDA's Office of Unapproved Drugs and Labeling Compliance has issued multiple warning letters to compounding pharmacies purportedly selling compounded tirzepatide products because they are not safe or effective.

<https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning->

letters/us-chem-labs-669074-02072024 (FDA warning letter re US Chem Labs);

<https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/synthetix-inc-dba-helix-chemical-supply-668918-02072024> (FDA warning letter re Synthetix Inc. DBA Helix Chemical Supply).

43. Across the country, at least nine state pharmacy boards, along with several state poison centers, have issued guidance and warnings regarding the risks to patients of compounded incretins. The Alabama Board of Pharmacy notified all licensed pharmacists and pharmacies that “even when compounding of [incretins] is allowable under [federal law], . . . the use of any non-pharmaceutical grade active pharmaceutical ingredient (API), or one not produced by an FDA-registered establishment, is prohibited.” <https://www.albme.gov/press-release/concerns-with-semaglutide-and-other-glp-1-receptor-agonists> (Alabama Board of Medical Examiners press release). And the Maryland Poison Control Center warned that buying compounded incretins “online puts people at risk due to the medicine not being regulated and/or being sold from a source that is not licensed,” including because those compounded products “have not been evaluated for safety and effectiveness by the FDA.”

<https://blog.mdpoison.com/2024/03/semaglutide> (Blog of the Maryland Poison Center).

44. The issue of unsafe compounded drugs purporting to contain tirzepatide has also received international attention. Australia recently banned the development and sale of compounded anti-obesity medications because of “increasing community concern” and “increasing reports of patients coming to harm from” compounded incretin drugs. The ban—effective October 2024—targets compounded drugs that are “being misrepresented and sold as replica [] Mounjaro®.” <https://www.health.gov.au/ministers/the-hon-mark-butler-mp/media/protecting-australians-from-unsafe-compounding-of-replica-weight-loss-products>

(Australia Minister for Health and Aged Care press release). As Mark Butler, Australia's Minister for Health, said, "Australians should be able to have faith in the medications they use, including compounded medicines," and the ban "will protect Australians from harm and save lives." *Id.*

45. Doctors and patient groups recognize the problems with compounded incretins, and they are sharing their concerns, too. The Obesity Society, Obesity Action Coalition, and Obesity Medicine Association, for example, issued a joint statement warning that when people use incretin "alternatives, you may not be getting what you hoped for. You may also get something you did not want (other active substances have been found in some compounded versions)." [https://www.obesityaction.org/wp-content/uploads/GLP-1-Compounded-Alternative-Statement\\_Final\\_Logos-1.pdf](https://www.obesityaction.org/wp-content/uploads/GLP-1-Compounded-Alternative-Statement_Final_Logos-1.pdf) (joint statement from leading obesity expert organizations).

46. Lilly itself has issued multiple public warnings about compounded tirzepatide, including by publishing an open letter.

**DEFENDANT'S FALSE ADVERTISING  
AND TRADEMARK INFRINGEMENT**

47. Lilly does not sell MOUNJARO<sup>®</sup> or ZEPBOUND<sup>®</sup> to Defendant for resale or redistribution. Nor has Lilly authorized Defendant to use the Lilly Marks in connection with any of Defendant's offered goods or services. On information and belief, therefore, the Unapproved Compounded Drugs sold by Defendant are made by compounding pharmacies, which deliver them to Defendant for prescription, administration, or other dispensing to patients.

48. On information and belief, Defendant does not sell Lilly's MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> and has no association with Lilly. Yet Defendant boldly and falsely appropriates the Lilly Marks to market and sell Unapproved Compounded Drugs purporting to contain



tirzepatide. These drugs are *not* MOUNJARO® or ZEPBOUND®. Rather, Defendant passes off Unapproved Compounded Drugs as “Mounjaro” and/or “Zepbound.” Defendant’s unlawful use of the Lilly Marks can only be intended to deceptively lure in patients in pursuit of revenues and profits.

49. Because Defendant is not offering genuine MOUNJARO® or ZEPBOUND®, Lilly has no control over the safety, quality, or effectiveness of the Unapproved Compounded Drugs sold by Defendant.

50. Defendant also passes off as “Mounjaro™ and Zepbound™” its own Unapproved Compounded Drugs for a use for which it is not approved or indicated, namely weight loss.

51. Examples of Defendant’s trademark infringement and false advertising are shown below and are attached hereto as **Exhibit B**.

52. An example of Defendant’s unauthorized use of the Lilly Marks, on the “Tirzepatide” page of Defendant’s website ([capitolcontours.com/tirzepatide](http://capitolcontours.com/tirzepatide)), is shown below.

### **Tirzepatide (Mounjaro™ and Zepbound™) Weight Loss Medication**

**Tirzepatide**, branded as Zepbound, is the active ingredient in Mounjaro. It is a safe and effective medication approved by the FDA to help manage weight loss in adults. Studies report more pounds lost during clinical trials than other weight loss medications, even more than Semaglutide because it works by activating two hormone receptors – GLP-1, which increases insulin secretion, and GIP, which increases insulin sensitivity, resulting in more significant effects on blood glucose, appetite, and weight loss. Patients with monthly physician monitoring can stay on Tirzepatide (Mounjaro™ and Zepbound™) for as long as they wish. **Clinical trials show a 15% weight loss with Semaglutide and a 25% weight loss with Tirzepatide.** You will receive the Tirzepatide shots on the same day as your appointment. We also offer oral **appetite suppressant** prescriptions in combination with Semaglutide or on its own.

53. As the image shows, Defendant equates its Unapproved Compounded Drugs with “Mounjaro™ and Zepbound™.”

54. When referring to Defendant’s Unapproved Compounded Drugs, this paragraph is also false and/or misleading. For example, Defendant’s Unapproved Compounded Drugs are not “approved by the FDA” for any purpose. Likewise, Defendant’s Unapproved Compounded Drugs were not “report[ed]” in any “studies,” and there were no “clinical trials show[ing]” any effects of Defendant’s Unapproved Compounded Drugs.

55. On social media, Defendant’s deceptive practices continue. For example, Defendant posted a video on Instagram on January 29, 2024 that declared Tirzepatide is “also known as Mounjaro™ and Zepbound™.” A screenshot from this Instagram post is shown below:

**www.CapitolContours.com**

# TIRZEPATIDE

also known as Mounjaro™ and Zepbound™

Studies report more pounds lost during clinical trials than other weight loss medications, even more than Semaglutide, another very effective weight loss medication. Studies also show better results when combined with a healthy diet that supports weight loss. In 2 months, patients can lose up to 35 pounds. In 4 months, 50 pounds or more can be lost.

- ✓ Appetite Suppressant
- ✓ Lose up to 2-4 lbs a Week
- ✓ Simple Injection

**MORE INFORMATION**

703-337-3483

www.capitolcontours.com

**Tirzepatide**

Rx Only

56. Defendant’s Instagram post also refers to “studies” that were conducted on *Lilly’s* medicines; the studies do not bear on the safety, quality, or efficacy of Defendant’s Unapproved Compounded Drugs, which the studies did not test.

57. As shown in this Instagram post, Defendant offers its Unapproved Compounded Drug in a barely-labeled vial that says only “Tirzepatide” and “Rx Only.” Genuine Lilly MOUNJARO® and ZEPBOUND® are sold in pre-filled, branded autoinjector pens along with FDA-approved labels. A ZEPBOUND® pen is shown below:



58. Defendant’s website conveys the unmistakable impression that Defendant is offering for sale Lilly’s MOUNJARO® and ZEPBOUND®. But Lilly is the only approved source of MOUNJARO® and ZEPBOUND® in the United States, and Lilly does not sell either medicine to Defendant for resale or redistribution.

59. Defendant first started using the Lilly Marks to advertise its Unapproved Compounded Drugs long after Lilly had adopted them. Defendant’s use can only have been intended to benefit from the goodwill Lilly generated around the Lilly Marks.

60. Upon information and belief, these statements are false and/or misleading as to Defendant’s Unapproved Compounded Drugs, which are *not* MOUNJARO® or ZEPBOUND®, are *not* “approved by the FDA,” and were *not* subjected to clinical trials, and therefore lack any data from “studies.”

61. Defendant continues to use the Lilly Marks, including in advertising and promotion on its website and social media channels, to deceive patients who, upon information and belief, are seeking to buy but are in fact not buying genuine FDA-approved MOUNJARO<sup>®</sup> and/or ZEPBOUND<sup>®</sup> to treat their serious health conditions.

62. Defendant's prominent and misleading use of the Lilly Marks is likely to cause consumers to falsely believe that they are purchasing MOUNJARO<sup>®</sup> and/or ZEPBOUND<sup>®</sup>, that Defendant is a source for Lilly's FDA-approved treatment options MOUNJARO<sup>®</sup> and/or ZEPBOUND<sup>®</sup>, that Defendant's Unapproved Compound Drugs are as safe and effective as Lilly's FDA-approved treatment options MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, and/or that Defendant's services are provided, licensed, sponsored, authorized, or approved by, or otherwise associated or affiliated with, Lilly.

63. Defendant's use of the Lilly Marks is without the permission, consent, or authorization of Lilly. Defendant has no right to use, and Defendant knows that it has no right to use, the Lilly Marks in connection with Defendant's Unapproved Compounded Drugs or otherwise. Defendant's advertising and promotional materials are false and misleading where they suggest and/or state an association with Lilly's FDA-approved MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, because no such association exists.

64. There is no need for Defendant to use the Lilly Marks to advertise or promote its Unapproved Compounded Drugs purporting to contain tirzepatide, other than to trade upon the reputation of Lilly and to create confusion in the marketplace and/or mislead patients with serious health conditions regarding the origin, identity, or source of Defendant's Unapproved Compounded Drugs.

65. Defendant's unauthorized use of the Lilly Marks is intended—and likely—to cause confusion, to cause mistake, or to deceive, and infringes Lilly's established exclusive rights in the Lilly Marks.

66. Upon information and belief, unless enjoined by this Court, Defendant will continue to use the Lilly Marks and/or otherwise falsely advertise its Unapproved Compounded Drugs as associated with or being MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, all in violation of Lilly's rights.

**HARM TO THE PEOPLE OF  
THE DISTRICT OF COLUMBIA AND LILLY**

67. Lilly's FDA-approved MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> medications have undergone extensive clinical trials and approval processes. But these clinical studies and FDA approvals only apply to genuine Lilly MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> used as directed by a prescribing physician. The clinical trials and approval processes do not inform the safety, quality, or effectiveness of Defendant's Unapproved Compounded Drugs.

68. Defendant's unlawful, misleading business model may expose patients to the serious risks described above. Critically, because Defendant falsely advertises and, without Lilly's consent, uses the Lilly Marks in connection with its Unapproved Compounded Drugs, patients are unlikely to know the unique risks associated with Defendant's untested, unapproved drugs.

69. Defendant advertises itself as providing MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, when in reality Defendant provides untested Unapproved Compounded Drugs. Defendant's promotional tactics are *intended* to mislead patients into believing that Unapproved Compounded Drugs are backed by clinical trials and have been approved by the FDA, when no such studies have been conducted, and neither the FDA nor any other regulatory body has

approved them. Patients who take Defendant's Unapproved Compounded Drugs and suffer harm will have had no forewarning.

70. Not only does this deceitful content expose the people of the District of Columbia to serious health risks, but Defendant's unlawful tactics undermine the name, goodwill, and reputation that Lilly has invested heavily in developing. Moreover, Defendant's unfair methods allow it and its suppliers of Unapproved Compounded Drugs to unjustly profit from sales to patients looking for MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>.

**FIRST CAUSE OF ACTION**  
**Trademark Infringement**  
**in Violation of 15 U.S.C. § 1114**

71. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

72. Lilly is the owner of all right, title, and interest in federal trademark registrations for the inherently distinctive Lilly Marks and has standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

73. Without Lilly's consent, Defendant has used and continues to use in commerce the Lilly Marks in connection with the offering, sale, and advertising of its Unapproved Compounded Drugs purporting to contain tirzepatide. Consumers who encounter Defendant's unauthorized use of the Lilly Marks in connection with Defendant's Unapproved Compounded Drugs and related goods and services are likely to think that they are provided, licensed, sponsored, authorized, or approved by, or otherwise associated or affiliated with, Lilly.

74. Defendant's actions are likely to cause confusion, or to cause mistake, or to deceive, and thus constitute trademark infringement of the registered Lilly Marks, in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

75. Defendant had actual and/or constructive knowledge of Lilly's rights prior to its infringing use of the Lilly Marks. The actions of Defendant alleged above have at all times relevant to this action been willful.

76. As a direct and proximate result of the actions of Defendant alleged above, Lilly has been damaged and will continue to be damaged. Defendant's conduct, unless enjoined by the Court, will further impair the value of the Lilly Marks' name, reputation, and goodwill. This harm constitutes an injury for which Lilly has no adequate remedy at law.

77. This is an exceptional case under 15 U.S.C. § 1117.

78. Based on such conduct, Lilly is entitled to injunctive relief as well as monetary damages, and other remedies provided by Sections 1116, 1117, and 1118, including Defendant's profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.

**SECOND CAUSE OF ACTION**  
**Trademark Infringement, False Designation of Origin  
and Unfair Competition in Violation of 15 U.S.C. § 1125**

79. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

80. Lilly is the owner of all right, title, and interest in the inherently distinctive Lilly Marks and has standing to maintain an action for trademark infringement, false designation of origin, and unfair competition under 15 U.S.C. § 1125.

81. Without Lilly's consent, Defendant has used and continues to use in commerce the Lilly Marks in connection with the offering, sale, and advertising of its Unapproved Compounded Drugs purporting to contain tirzepatide. Consumers who encounter Defendant's unauthorized use of the Lilly Marks in connection with Defendant's Unapproved Compounded

Drugs and related goods and services are likely to think that they are provided, licensed, sponsored, authorized, or approved by, or otherwise associated or affiliated with, Lilly.

82. Defendant's actions are likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of the products and services and commercial activities of Defendant, and thus constitute trademark infringement, false designation of origin, and unfair competition with respect to the Lilly Marks, in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

83. Defendant had actual and/or constructive knowledge of Lilly's rights prior to its infringing use of the Lilly Marks. The actions of Defendant alleged above have at all times relevant to this action been willful.

84. As a direct and proximate result of the actions of Defendant alleged above, Lilly has been damaged and will continue to be damaged. Defendant's conduct, unless enjoined by the Court, will further impair the value of the Lilly Marks' name, reputation, and goodwill. This harm constitutes an injury for which Lilly has no adequate remedy at law.

85. This is an exceptional case under 15 U.S.C. § 1117.

86. Based on such conduct, Lilly is entitled to injunctive relief as well as monetary damages, and other remedies provided by Sections 1116, 1117, and 1118, including Defendant's profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.



**THIRD CAUSE OF ACTION**  
**False and Misleading Advertising and Promotion**  
**in Violation of 15 U.S.C. § 1125(a)(1)(B)**

87. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

88. Defendant's commercial advertising claims described herein are false and misleading in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

89. Defendant has knowingly and willfully made material false and misleading statements in its commercial advertisements for its Unapproved Compounded Drugs, and these statements regarding Unapproved Compounded Drugs' safety, quality, effectiveness, and regulatory status have influenced and are likely to continue to influence consumers' purchasing decisions.

90. Defendant's statements—including its various literally false claims—have the tendency to deceive a substantial segment of consumers, who have relied or likely will rely on Defendant's false statements in making their tirzepatide-based medicine purchase decisions.

91. Defendant has caused its false statements to enter interstate trade or commerce.

92. As a direct and proximate result of Defendant's false and deceptive campaign, Lilly is suffering immediate and continuing irreparable injury for which there is no adequate remedy at law.

93. As a direct and proximate result of Defendant's false and deceptive campaign, Lilly has suffered and will continue to suffer significant monetary damages and discernible competitive injury by the direct diversion of sales from Lilly to Defendant and Defendant's suppliers and by a loss of goodwill associated with Lilly's MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> and the Lilly Marks.

94. This is an exceptional case under 15 U.S.C. § 1117.

95. Lilly is entitled to injunctive relief as well as monetary damages, and other remedies provided by Sections 1116, 1117, and 1118, including Defendant's profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.

**FOURTH CAUSE OF ACTION**  
**Trademark Infringement and Unfair Competition**  
**in Violation of the Common Law**

96. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

97. The above-described acts of Defendant constitute trademark infringement and unfair competition in violation of the District of Columbia's common law.

98. Without Lilly's consent, Defendant has used and continues to use in commerce the Lilly Marks to pass off its Unapproved Compounded Drugs purporting to contain tirzepatide as genuine MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>.

99. Defendant's unauthorized use of the Lilly Marks in connection with Defendant's Unapproved Compounded Drugs and related goods and services is likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of the products and services and commercial activities of Defendant.

100. Consumers who encounter Defendant's unauthorized use of the Lilly Marks in connection with Defendant's Unapproved Compounded Drugs and related goods and services are likely to think that they are provided, licensed, sponsored, authorized, or approved by, or otherwise associated or affiliated with, Lilly.

101. Defendant's actions thereby unfairly and wrongfully exploit and infringe Lilly's trademark, goodwill, and reputation.

102. As a direct and proximate result of Defendant's trademark infringement and unfair methods of competition, Lilly has suffered and will continue to suffer significant monetary damages and discernible competitive injury by the direct diversion of sales from Lilly to Defendant and by a loss of goodwill associated with Lilly's MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup> medicines and the Lilly Marks. Defendant therefore has unfairly profited from the actions alleged.

103. By reason of Defendant's acts, Lilly's remedy at law is not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Lilly is entitled to entry of preliminary and permanent injunctive relief in addition to monetary damages.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Lilly prays that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

1. An Order declaring that Defendant:
  - a. Infringed the federally registered Lilly Marks, in violation of 15 U.S.C. § 1114(1);
  - b. Infringed the Lilly Marks and engaged in trademark infringement, false designation of origin, and unfair competition, in violation of 15 U.S.C. § 1125(a)(1)(A);
  - c. Engaged in false and misleading advertising and promotion, in violation of 15 U.S.C. § 1125(a)(1)(B);
  - d. Engaged in trademark infringement in violation of the common law;
  - e. That each of the above acts was willful and knowing.

2. An injunction preliminarily and then permanently enjoining and restraining Defendant and its officers, agents, servants, employees, and attorneys and all persons acting in concert or participation with any of them, from:

- a. Using the Lilly Marks or any mark confusingly similar to them, in connection with the advertising, promoting, marketing, selling or offering for sale of any goods or services (including, but not limited to, Unapproved Compounded Drugs) or otherwise engaging in any activity that is likely to cause confusion, cause mistake, or deceive or otherwise infringe any rights of Plaintiff Lilly in the Lilly Marks or any similar mark;
- b. Falsely stating or suggesting that Defendant's Unapproved Compounded Drugs are genuine or generic versions of MOUNJARO<sup>®</sup> or ZEPBOUND<sup>®</sup>, that Defendant is associated or connected in any way with Plaintiff or its products, or that Defendant's Unapproved Compounded Drugs are approved by the FDA, have been the subject of clinical studies, or achieve certain therapeutic outcomes;
- c. Engaging in any unfair competition with Plaintiff Lilly; and
- d. Engaging in any deceptive or unfair acts.

3. An Order Requiring Defendant and its officers, agents, servants, employees, and attorneys and all persons acting in concert or participation with any of them, to engage in corrective advertising by informing consumers that Defendant is not and never has been authorized by, affiliated with, sponsored by, approved by, or related to Plaintiff Lilly or MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, that Defendant's Unapproved Compounded Drugs are not

MOUNJARO<sup>®</sup> or ZEPBOUND<sup>®</sup>, that Defendant's Unapproved Compounded Drugs are not generic MOUNJARO<sup>®</sup> or generic ZEPBOUND<sup>®</sup>, that Defendant's Unapproved Compounded Drugs have never been genuine or generic versions of MOUNJARO<sup>®</sup> and ZEPBOUND<sup>®</sup>, and that Defendant's Unapproved Compounded Drugs are not and have never been approved or reviewed by the FDA or tested for safety, quality, or effectiveness in clinical trials.

4. An Order directing Defendant to file with this Court and serve on Lilly's attorneys, thirty (30) days after the date of entry of any injunction, a report in writing and under oath setting forth in detail the manner and form in which they have complied with the Court's injunction;

5. An Order requiring Defendant to account for and pay to Lilly any and all profits arising from the foregoing acts of infringement, false designation of origin, false advertising, and unfair competition;

6. An Order requiring Defendant to pay Lilly compensatory damages in an amount as yet undetermined caused by the foregoing acts of infringement, false designation of origin, false advertising, and unfair competition, and trebling such compensatory damages for payment to Lilly in accordance with 15 U.S.C. § 1117 and other applicable laws;

7. An Order for pre-judgment and post-judgment interest on all damages;

8. An Order requiring Defendant to pay Lilly all types of monetary remedies available under the common law in amounts as of yet undetermined caused by the foregoing acts of infringement, false designation of origin, false advertising, and unfair competition;

9. An Order requiring Defendant to pay Lilly's costs and attorney's fees in this action pursuant to 15 U.S.C. § 1117 and any other applicable provision of law.

10. Other relief as the Court may deem appropriate.

**JURY DEMAND**

Lilly hereby demands a jury trial for all issues so triable.

Dated: June 20, 2024

Respectfully submitted,

*/s/ James John Lomeo*

---

James John Lomeo (D.C. Bar No. 1616578)  
KIRKLAND & ELLIS LLP  
401 Congress Avenue  
Austin, Texas 78701  
Telephone: (512) 678-9100  
Facsimile: (512) 678-9101  
james.lomeo@kirkland.com

Joshua L. Simmons (*pro hac vice* forthcoming)  
Jeanna M. Wacker (*pro hac vice* forthcoming)  
Ashley Ross (*pro hac vice* forthcoming)  
Joshua C. Berlowitz (*pro hac vice* forthcoming)  
KIRKLAND & ELLIS LLP  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
joshua.simmons@kirkland.com  
jeanna.wacker@kirkland.com  
ashley.ross@kirkland.com  
josh.berlowitz@kirkland.com

Diana M. Watral (*pro hac vice* forthcoming)  
James F. Hurst (*pro hac vice* forthcoming)  
KIRKLAND & ELLIS LLP  
333 West Wolf Point Plaza  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
diana.watral@kirkland.com  
james.hurst@kirkland.com

*Attorneys for Plaintiff*  
*ELI LILLY AND COMPANY*

# EXHIBIT A

# United States of America

United States Patent and Trademark Office

# MOUNJARO

**Reg. No. 6,809,369**

**Registered Aug. 02, 2022**

**Int. Cl.: 5**

**Trademark**

**Principal Register**

Eli Lilly and Company (INDIANA CORPORATION)  
Lilly Corporate Center  
Indianapolis, INDIANA 46285

CLASS 5: Pharmaceutical preparations, namely, pharmaceutical preparations for the treatment of diabetes

FIRST USE 6-3-2022; IN COMMERCE 6-3-2022

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-680,946, FILED 11-05-2019



*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office





**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**United States of America**  
United States Patent and Trademark Office

**MOUNJARO**

**Reg. No. 7,068,463**

**Registered May 30, 2023**

**Int. Cl.: 44**

**Service Mark**

**Principal Register**

Eli Lilly and Company (INDIANA CORPORATION)  
Lilly Corporate Center  
Indianapolis, INDIANA 46285

CLASS 44: Medical information services in the field of diabetes

FIRST USE 6-7-2022; IN COMMERCE 6-7-2022

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 97-468,410, FILED 06-21-2022

*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**United States of America**  
United States Patent and Trademark Office

**ZEPBOUND**

**Reg. No. 7,288,373**

**Registered Jan. 23, 2024**

**Int. Cl.: 5**

**Trademark**

**Principal Register**

Eli Lilly and Company (INDIANA CORPORATION)  
Lilly Corporate Center  
Indianapolis, INDIANA 46285

CLASS 5: Pharmaceutical preparations, namely, pharmaceutical preparations for the treatment of obesity

FIRST USE 11-30-2023; IN COMMERCE 11-30-2023

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 97-362,818, FILED 04-14-2022

*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# **EXHIBIT B**



# Tirzepatide

**BOOK NOW**

## Tirzepatide (Mounjaro™ and Zepbound™) Weight Loss Medication

**Tirzepatide**, branded as Zepbound, is the active ingredient in Mounjaro. It is a safe and effective medication approved by the FDA to help manage weight loss in adults. Studies report more pounds lost during clinical trials than other weight loss medications, even more than Semaglutide because it works by activating two hormone receptors – GLP-1, which increases insulin secretion, and GIP, which increases insulin sensitivity, resulting in more significant effects on blood glucose, appetite, and weight loss. Patients with monthly physician monitoring can stay on Tirzepatide (Mounjaro™ and Zepbound™) for as long as they wish. **Clinical trials show a 15% weight loss with Semaglutide and a 25% weight loss with Tirzepatide.** You will receive the Tirzepatide shots on the same day as your appointment. We also offer oral **appetite suppressant** prescriptions in combination with Semaglutide or on its own.

All of our medications come with the option of two meal plans: a **fast weight loss meal replacement program** and **1100 - 2000 calorie diet meal plans** designed to help you see results while optimizing your overall health and metabolism for lifelong weight loss & optional dietitian nutritionist support.

### MEDICATION COSTS / MEMBERSHIPS

**Initial weight loss medical provider appointment .....\$200 or \$100 with Membership**

*Our medical provider will meet with you for an initial appointment, draw your blood, perform an EKG (if an appetite suppressant is prescribed), and perform an STYKU body fat scan. If you choose to start the program, you will receive the medication that day. You will also receive our meal plans and meal plan app, where you can access recipes, meal plans, and a food tracker to share with your medical provider. You can stay on Semaglutide and Tirzepatide for an unlimited amount of time.*

**Tirzepatide Membership..... \$850/month starting price**

**Other appetite suppressant add-on with Tirzepatide Membership .....\$50/month**

Each month, when you are on one of the weight loss memberships, you will continue to receive the STYKU body fat scan, medical provider visits, optional monthly B12 shots, and other benefits. See our [Memberships](#) for all of the full benefits.

### MEAL PLAN OPTIONS

Eating the right calories, macronutrients, and micronutrients for optimal health and weight loss is crucial. Our medical provider will also set you up with our meal planning and food tracking app featuring our two optional diet meal plans: a **fast weight loss meal replacement program** where patients lose 13-20 pounds a month and **1100 - 1700 calorie diet meal plans** where patients lose 1-3 pounds a week, designed to help you see results quickly while optimizing your overall health and metabolism for lifelong weight loss & optional dietitian nutritionist support.

If you want more support or a more customized diet option, our dietitian nutritionist, who may be covered by your insurance plan, will explain our meal plan program options during meal planning visits and help you choose the best diet option for your health needs, weight goals, and lifestyle.

### ADDITIONAL OPTIONAL SERVICES NOT COVERED IN MEMBERSHIPS

#### MEAL PLANNING COUNSELING WITH OUR DIETITIAN NUTRITIONIST

*Your insurance plan may cover it. Although this is optional, it is recommended that you meet with our dietitian nutritionist weekly for the first month and then monthly thereafter.*

#### MFTAROLISM TESTING

## CONTACT US

Enter your contact information to instantly receive your customized self-assessment! All of your information will be kept private and only shared with your Aesthetics provider.

First Name

Last Name

Email Address

Phone Number

Message

By submitting this form, I agree to the privacy policy and terms and conditions and give my express written consent to Capitol Contours to be contacted via text and phone call, even if this number is a wireless number or if I am presently listed on a Do Not Call



To help determine the amount of calories, fat & protein you need for optimal weight loss.



**CAPITOL CONTOURS**  
MEDICAL WEIGHT LOSS

Individualized medical weight loss programs with Semaglutide® and state of the art body contouring devices for muscle toning, fat loss, skin tightening, & cellulite reduction.

Download the Capitol Contours App



### Locations

ALEXANDRIA, VA  
3331 Duke Street  
Alexandria, VA 22314

ASHBURN, VA  
44031 Pipeline Plaza STE 210  
Ashburn, VA 20147

WASHINGTON, DC  
1430 K Street NW, Unit 102  
Washington DC, 20005

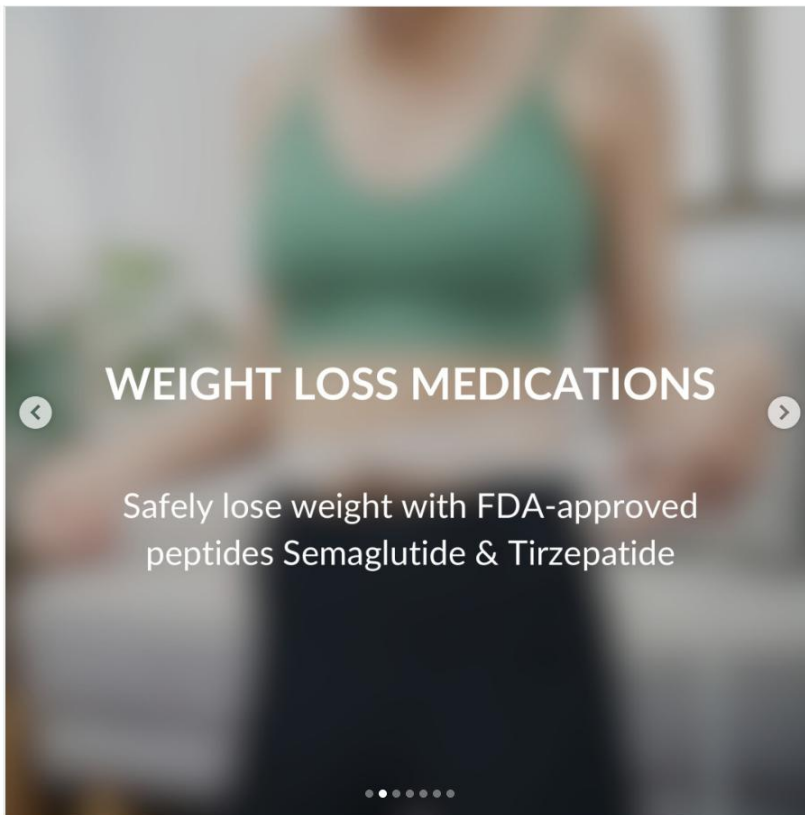
BETHESDA, MD  
11125 Rockville Pike, Suite 107  
Rockville, MD 20852

Monday-Friday: 8:00 am – 7:00 pm

### Important Links

- ABOUT US
- OUR CLINICIANS
- BEFORE / AFTERS
- TESTIMONIALS
- BLOG
- REVIEWS
- PRIVACY POLICY





capitolcontours • Follow



capitolcontours 5w  
Introducing Capitol Contours: your total-body partner! 🌟

Because let's face it, weight loss is about more than just what's on your plate. Here's how we're shaking things up:

- ◆ Weight Loss Medications: Say hello to FDA-approved peptides Semaglutide & Tirzepatide for safe and effective weight loss.
- ◆ Oral Appetite Suppressants: Need a little extra support? Our medications can help you conquer cravings.
- ◆ Meal Plans: From our Fast Weight Loss Program to Contoured Diet meal plans, we've got the tools for sustainable success.
- ◆ Advanced Technology: Get the full



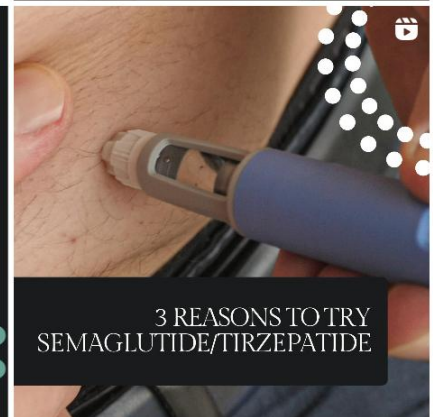
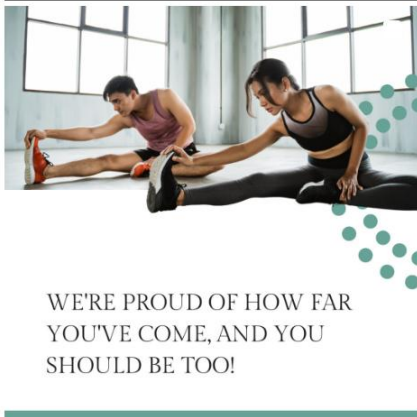
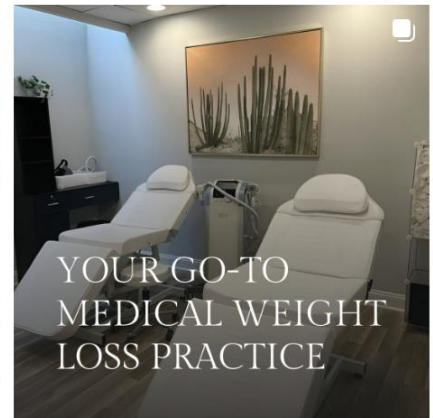
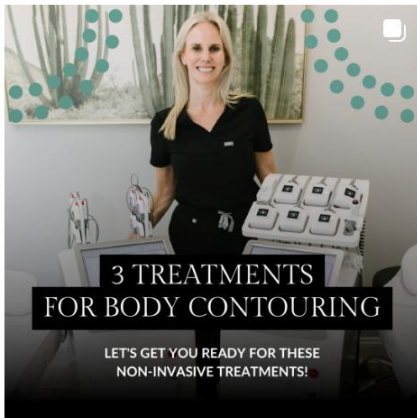
2 likes  
April 30



Add a comment...



More posts from capitolcontours







# TIRZEPATIDE

also known as Mounjaro™ and Zepbound™

Studies report more pounds lost during clinical trials than other weight loss medications, even more than Semaglutide, another very effective weight loss medication. Studies also show better results when combined with a healthy diet that supports weight loss. In 2 months, patients can lose up to 35 pounds. In 4 months, 50 pounds or more can be lost.

- ✔ Appetite Suppressant
- ✔ Lose up to 2-4 lbs a Week
- ✔ Simple Injection

MORE INFORMATION

703-337-3483  
www.capitolcontours.com



capitolcontours • Follow  
Washington, D.C.



capitolcontours 25w  
Call to book an appointment with one of our medical providers and let us help you become the best version of yourself!

During your appointment, we will complete an EKG, blood work, weight, and 3D Body Fat Scan. To help you reach your goals and go over the best medical plan your body needs to lose weight!

There's a reason why Glutide injections are the fastest-growing weight loss medication and also Hollywood's best-kept secret!

GLP-1 receptor agonist medications can help you to lose weight in two



3 likes

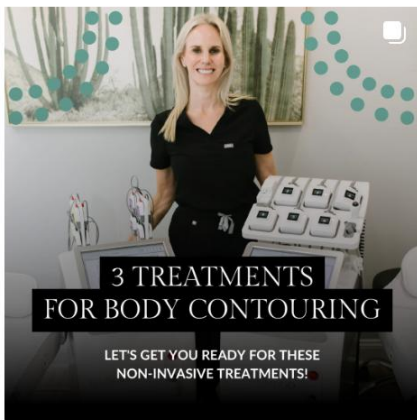
December 6, 2023



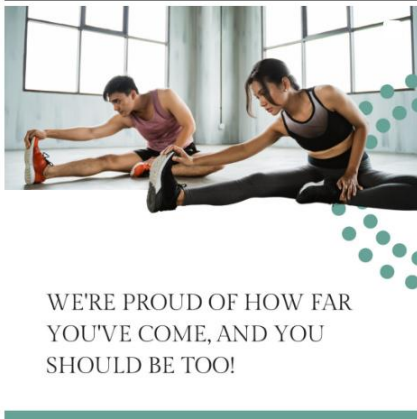
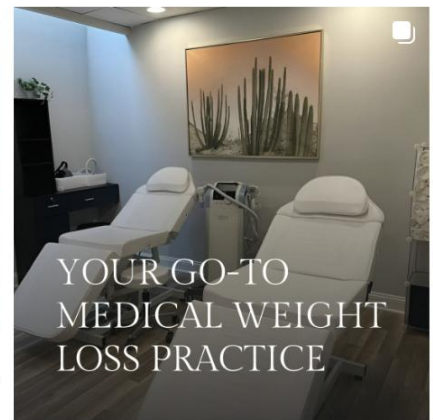
Add a comment...



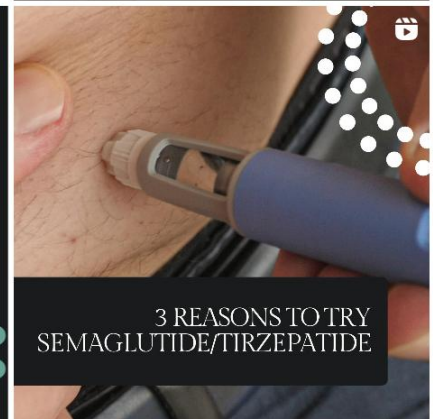
More posts from capitolcontours



TRUSCULPT ID



- ### CAPITOL CONTOURS MEMBERSHIP PERKS
- ✔ \$100 off initial consultation
  - ✔ Meal plan & food tracker access
  - ✔ Monthly body scans & B12 shots
  - ✔ Discounted body treatments
  - ✔ Free supplements on first visit
  - ✔ Cancel anytime







STARTING AT \$850/MONTH

# Tirzepatide (Mounjaro/Zepbound) Weight Loss Medication



capitolcontours • Follow



capitolcontours 7w  
Looking for effective weight loss solutions? Our medical weight loss memberships might be what you need!

Our appetite suppressant weight loss medication program is only \$200/month for 4 months. Reduces appetite, aiding weight loss by curbing hunger and cravings, keeping you focused.

If you're looking for a more intensive treatment option, consider our Semaglutide (Wegovy) weight loss medication starting at \$550/month. Mimics GLP-1 hormone, boosting insulin and slowing stomach emptying, effectively reducing appetite and cravings.

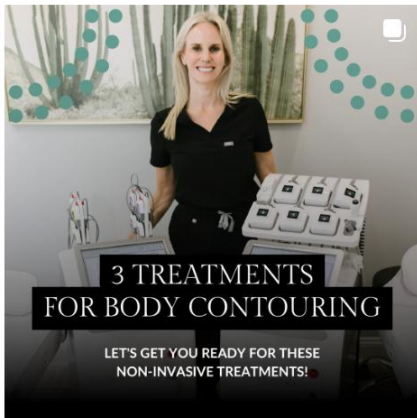


3 likes  
April 10

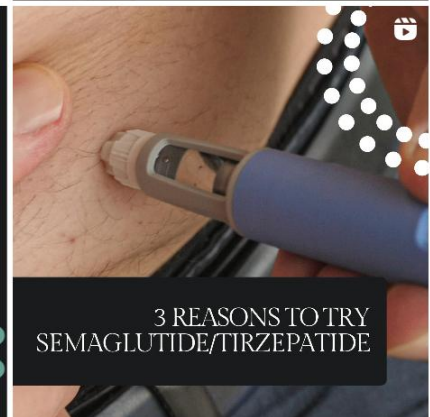
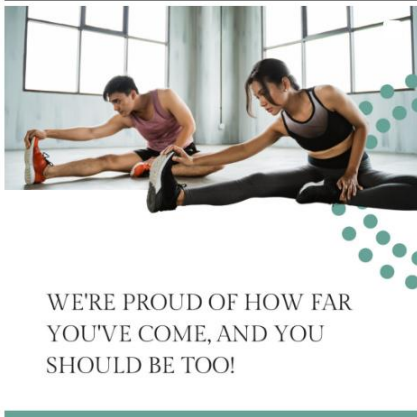
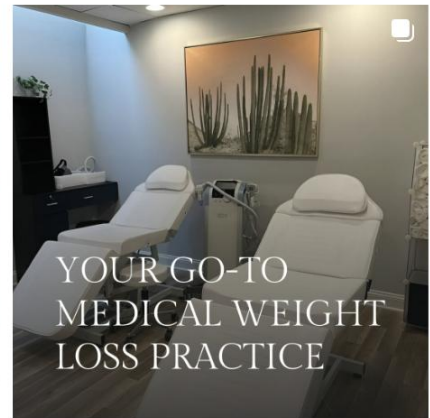


Add a comment...

More posts from capitolcontours



TRUSCULPT ID







**capitolcontours** • Follow  
cyri3e • CYFVTV Audio

**capitolcontours** 16w  
Discover the game-changer in weight loss:

GLP-1 medication( semaglutide, tirzepatide)

Transform your journey with science-backed results and reclaim your health today!

- Effective Weight Loss:  
GLP-1 medications have been shown to significantly reduce body weight in individuals struggling with obesity or overweight, making them a powerful tool in achieving weight loss goals.
- Appetite Control:  
By acting on the brain to regulate

9 likes  
February 12

Add a comment...

More posts from capitolcontours

**3 TREATMENTS FOR BODY CONTOURING**

LET'S GET YOU READY FOR THESE NON-INVASIVE TREATMENTS!

**BEFORE**

**AFTER**

TRUSCULPT ID

**YOUR GO-TO MEDICAL WEIGHT LOSS PRACTICE**

**WE'RE PROUD OF HOW FAR YOU'VE COME, AND YOU SHOULD BE TOO!**

**CAPITOL CONTOURS MEMBERSHIP PERKS**

- ✓ \$100 off initial consultation
- ✓ Meal plan & food tracker access
- ✓ Monthly body scans & B12 shots
- ✓ Discounted body treatments
- ✓ Free supplements on first visit
- ✓ Cancel anytime

**3 REASONS TO TRY SEMAGLUTIDE/TIRZEPATIDE**





CIVIL COVER SHEET

JS-44 (Rev. 11/2020 DC)

<p><b>I. (a) PLAINTIFFS</b> ELI LILLY AND COMPANY</p> <p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>88888</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p><b>DEFENDANTS</b> CAPITOL CONTOURS LLC</p> <p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>(c) ATTORNEYS (FIRMNAME, ADDRESS, AND TELEPHONE NUMBER) James John Lomeo (D.C. Bar No. 1616578) KIRKLAND &amp; ELLIS LLP 401 Congress Avenue, Austin, Texas 78701 Telephone: (512) 678-9100</p>	<p>ATTORNEYS (IF KNOWN)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

<p><b>II. BASIS OF JURISDICTION</b> (PLACE AN x IN ONE BOX ONLY)</p> <p><input type="radio"/> 1 U.S. Government Plaintiff      <input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="radio"/> 2 U.S. Government Defendant      <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) <b>FOR DIVERSITY CASES ONLY!</b></p> <table style="width:100%; border: none;"> <tr> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DFT</b></td> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DFT</b></td> </tr> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DFT</b>		<b>PTF</b>	<b>DFT</b>	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
	<b>PTF</b>	<b>DFT</b>		<b>PTF</b>	<b>DFT</b>																				
Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4																				
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																				

**IV. CASE ASSIGNMENT AND NATURE OF SUIT**

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<p><input type="radio"/> <b>A. Antitrust</b></p> <p><input type="checkbox"/> 410 Antitrust</p>	<p><input type="radio"/> <b>B. Personal Injury/Malpractice</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Medical Malpractice</p> <p><input type="checkbox"/> 365 Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Product Liability</p>	<p><input type="radio"/> <b>C. Administrative Agency Review</b></p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><u>Social Security</u></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><u>Other Statutes</u></p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)</p>	<p><input type="radio"/> <b>D. Temporary Restraining Order/Preliminary Injunction</b></p> <p>Any nature of suit from any category may be selected for this category of case assignment.</p> <p>*(If Antitrust, then A governs)*</p>
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><input checked="" type="radio"/> <b>E. General Civil (Other)</b>      OR      <input type="radio"/> <b>F. Pro Se General Civil</b></p>			
<p><u>Real Property</u></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent, Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p> <p><u>Personal Property</u></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><u>Bankruptcy</u></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><u>Prisoner Petitions</u></p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus &amp; Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Conditions</p> <p><input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement</p> <p><u>Property Rights</u></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 835 Patent – Abbreviated New Drug Application</p> <p><input checked="" type="checkbox"/> 840 Trademark</p> <p><input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)</p>	<p><u>Federal Tax Suits</u></p> <p><input type="checkbox"/> 870 Taxes (US plaintiff or defendant)</p> <p><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</p> <p><u>Forfeiture/Penalty</u></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><u>Other Statutes</u></p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 430 Banks &amp; Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 462 Naturalization Application</p>	<p><input type="checkbox"/> 465 Other Immigration Actions</p> <p><input type="checkbox"/> 470 Racketeer Influenced &amp; Corrupt Organization</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA)</p> <p><input type="checkbox"/> 490 Cable/Satellite TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p> <p><input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)</p>

<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> <b>M. Contract</b>  <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran’s Benefits <input type="checkbox"/> 160 Stockholder’s Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

**V. ORIGIN**  
 1 Original Proceeding  
  2 Removed from State Court  
  3 Remanded from Appellate Court  
  4 Reinstated or Reopened  
  5 Transferred from another district (specify)  
  6 Multi-district Litigation  
  7 Appeal to District Judge from Mag. Judge  
  8 Multi-district Litigation – Direct File

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**  
 15 U.S.C. §§ 1114, 1125 (Trademark infringement, false designation of origin, and false advertising)

<b>VII. REQUESTED IN COMPLAINT</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ Unspecified/Injury	JURY DEMAND: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
------------------------------------	----------------------------------------------------------------------------	------------------------------	----------------------------------------------------------------------------------

<b>VIII. RELATED CASE(S) IF ANY</b>	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form
-------------------------------------	-------------------	---------------------------------------------------------------------	-------------------------------------------

DATE: 6/20/24	SIGNATURE OF ATTORNEY OF RECORD: /s/ James John Lomeo
---------------	-------------------------------------------------------

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk’s Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

AO 440 (Rev. 06/12; DC 3/15) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

ELI LILLY AND COMPANY

Plaintiff(s)

v.

CAPITOL CONTOURS LLC

Defendant(s)

Civil Action No. 24-1781

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Capitol Contours LLC
3335 Duke Street
Alexandria, Virginia 22314

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James John Lomeo (D.C. Bar No. 1616578)
KIRKLAND & ELLIS LLP
401 Congress Avenue
Austin, Texas 78701
Telephone: (512) 678-9100
Facsimile: (512) 678-9101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

ANGELA D. CAESAR, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 24-1781

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: