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Attorneys for Plaintiff
ELI LILLY AND COMPANY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ELI LILLY AND COMPANY,

Plaintiff,

v.

SDBODYCONTOURING, A MEDICAL CORPORATION D/B/A ZEPBOUND PRESCRIPTION CLINIC D/B/A ZEPBOUND RX CLINIC D/B/A SAN DIEGO BODY CONTOURING,

Defendant.

Case No. **'24CV1061 RSH SBC**

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

DEMAND FOR A JURY TRIAL

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 SDBodyContouring, A Medical Corporation d/b/a Zepbound Prescription Clinic d/b/a Zepbound Rx Clinic d/b/a San Diego Body Contouring ("Defendant") has designed its websites, social media, 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.[1] 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® and ZEPBOUND® 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 insulinotropic polypeptide) dual-receptor agonists, which includes tirzepatide, the active ingredient in Lilly's MOUNJARO® and ZEPBOUND®. Lilly's MOUNJARO® and ZEPBOUND® 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® an "important advance" and observed that Lilly's ZEPBOUND® "addresses an unmet medical need."

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[1] 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.

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).

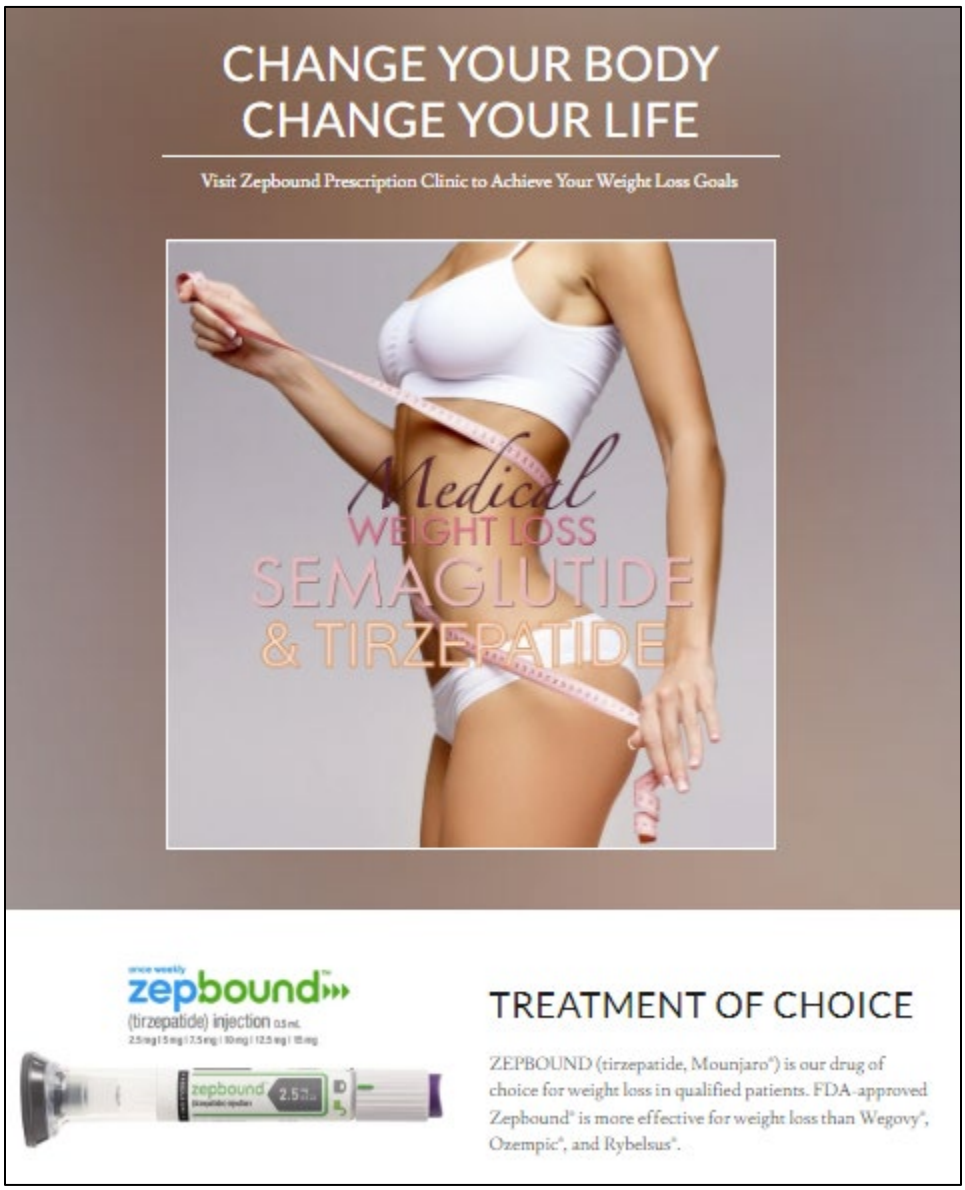
4. Compounded products sold as "tirzepatide," meanwhile, are not approved or even reviewed by the FDA. Pharmacies currently offering compounded versions of tirzepatide are not required to follow the FDA's "good manufacturing practices," nor to comply with the same controls on sterility and safe storage 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 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. Defendant's intentional deception of patients starts with one of its website domain names—"zepboundclinic.com"—which it uses to lure patients

looking for ZEPBOUND® to Defendant's business. Defendant further holds itself out to the public as "Zepbound Rx Clinic" or "Zepbound Prescription Clinic."

7. When patients arrive at the Zepbound Rx Clinic website, the deception continues. Defendant's website describes "ZEPBOUND (tirzepatide, Mounjaro®)" as a "treatment of choice," and includes a picture of Lilly's ZEPBOUND® autoinjector pen, as shown below.



8. But in another section of this homepage titled "TIRZEPATIDE COMPOUNDED EXCLUSIVELY FOR OUR PATIENTS," Defendant displays the following image:

9. The vial depicted, which purports to be a compounded product containing tirzepatide, is labeled "(MOUNJARO) FOR WEIGHT LOSS" in a blatant attempt to associate Defendant's unapproved compounded drug with genuine Lilly MOUNJARO®. But genuine MOUNJARO® is not a compounded drug, nor is it indicated "for weight loss."

10. Lilly therefore brings this action pursuant to the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and for violation of California's statutory and common law regarding unfair and deceptive competition. Lilly's claims arise out of Defendant's infringement of Lilly's rights in the MOUNJARO® and ZEPBOUND® trademarks and

Defendant's acts of cybersquatting, false designation of origin, false advertising, and unfair competition.

THE PARTIES

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

12. Defendant is a California corporation with a principal place of business at 8690 Center Drive, La Mesa, California 91942 in this District. Its sole registered agent and owner is Charles J. Sarosy, with registered agent address 8690 Center Drive, La Mesa, California 91942. Defendant additionally does business as Zepbound Prescription Clinic, Zepbound Rx Clinic, and San Diego Body Contouring.

13. Defendant also does business using the domain names "zepboundclinic.com" and "sdbodycontouring.com."

JURISDICTION AND VENUE

14. 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 state and common law causes of action pleaded herein pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

15. 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®

16. 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.*

17. 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.

18. 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® approval press announcement).

19. As with MOUNJARO®, the safety, quality, and effectiveness of ZEPBOUND® was established through rigorous clinical trials featuring thousands of patients. The FDA recently approved ZEPBOUND® and indicated it for adults with obesity (with a BMI of 30 kg/m2 or greater) or those who are overweight (with a BMI ≥ 27 kg/m2 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.

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

21. 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.*

22. 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.

23. Lilly now promotes, offers, and sells MOUNJARO® and ZEPBOUND® medicines in California and throughout the United States.

LILLY'S MOUNJARO® AND ZEPBOUND® TRADEMARKS

24. Lilly uses the trademarks MOUNJARO® and ZEPBOUND® (the "Lilly Marks") to identify and promote Lilly's proprietary, FDA-approved medicines with the active ingredient tirzepatide. Lilly markets and sells MOUNJARO® and ZEPBOUND® throughout the United States using the Lilly Marks.

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

26. Lilly is the owner of two federal trademark registrations for MOUNJARO®, 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® mark are attached hereto as part of **Exhibit A.** Lilly additionally has several pending applications to register its MOUNJARO® 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® mark, Lilly also owns valuable common law and other rights in and to the MOUNJARO® mark.

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

28. Lilly is the owner of one federal trademark registration for ZEPBOUND®, U.S. Reg. No. 7,288,373 (issued January 23, 2024). A true and correct copy of Plaintiff Lilly's registration for the ZEPBOUND® mark is attached hereto as **Exhibit A.** Lilly additionally has several pending applications to register its

ZEPBOUND® 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® mark, Lilly also owns valuable common law and other rights in and to the ZEPBOUND® mark.

29. 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.

30. Lilly promotes, advertises, and markets MOUNJARO® and ZEPBOUND® both to healthcare professionals and to patients, among others, through various channels, including on the websites mounjaro.com, mounjaro.lilly.com, zepbound.com, and zepbound.lilly.com, in social media, in online advertisements, and on television.

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

THE RISKS OF COMPOUNDING

32. 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").

33. 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.

34. 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).

35. 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).

36. 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).

37. 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).

38. 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. *See* https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/press-releases/texas-pharmacist-pleads-guilty-adulterating-drug-used-cataract-surgeries. 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. *See* hhttps://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.*

39. 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).

40. 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.

41. 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

42. 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.

43. 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).

44. 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).

45. 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.*

46. 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 (joint statement from leading obesity expert organizations).

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

DEFENDANT'S FALSE ADVERTISING AND TRADEMARK INFRINGEMENT

48. Lilly does not sell MOUNJARO® or ZEPBOUND® 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.

49. On information and belief, Defendant does not sell Lilly's MOUNJARO® and ZEPBOUND® 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.

50. 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.

51. Defendant also passes off as "Mounjaro" its own Unapproved Compounded Drugs for a use for which is not approved or indicated, namely weight loss.

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

53. An example of Defendant's unauthorized use of the Lilly Marks, on the homepage of one of Defendant's websites (https://zepboundclinic.com/), is shown below. This same banner appears on ***every page*** on this website.

54. As the image shows, Defendant equates its Unapproved Compounded Drugs with "Zepbound." Defendant further holds itself out to the public as

"Zepbound Rx Clinic" and "Zepbound Prescription Clinic" despite having no affiliation with or license from Lilly, the owner of the exclusive right to use the ZEPBOUND® mark.

55. At the top of the homepage of Defendant's zepboundclinic.com website, just below the "Zepbound Rx Clinic" banner, Defendant invites users to "Visit Zepbound Prescription Clinic to Achieve Your Weight Loss Goals," again unauthorizedly associating itself with Lilly's ZEPBOUND® mark. Defendant even includes a picture of Lilly's patented Zepbound autoinjector pen.

56. Further down the homepage, in a section entitled "TIRZEPATIDE COMPOUNDED EXCLUSIVELY FOR OUR PATIENTS," Defendant displays an image of a vial produced by Thrive Health Solutions, as shown below:

57. Thrive Health Solutions describes this product as a "Generic form of Mounjaro and ZepBound." https://thrivecolorado.com/services/weight-loss-clinic-in-denver/tirzepatide-in-denver/. But there are ***no*** FDA-approved "generic" versions of

either MOUNJARO® and ZEPBOUND® available in the United States. Rather, this is an Unapproved Compounded Drug.

58. Moreover, the bottle in the image is labeled "TIRZEPATIDE (MOUNJARO) FOR WEIGHT LOSS." Not only does this label convey to consumers that the product being sold is the same as Lilly's MOUNJARO® when it is not, but also the bottle conveys that MOUNJARO® has been approved for weight loss when it has not.

59. From the homepage of zepboundclinic.com website, if a user clicks on the button labeled "Contact Us California," the user is directed to a page titled "About Us." https://zepboundclinic.com/contact-us-california. This page provides contact information for ZEPBOUND Rx CLINIC (San Diego Body Contouring). The address listed is Defendant's principal place of business.

60. The webpage further identifies Dr. Charles J. Sarosy, M.D. as the owner of "Zepbound Rx Clinic in San Diego, California." If a user clicks on the button labeled "About Dr. Sarosy," the user is directed to "sdbodycountouring.com/contact/dr-charles-sarosy." The phone number listed at the top right corner of this webpage matches the one provided on the "Contact Us California" page of "zepboundclinic.com."

61. On the San Diego Body Contouring website (sdbodycontouring.com), if a user then hovers over the heading labelled "MED SPA" and selects "Tirzepatide" from the drop-down menu, they will arrive at a page titled "Tirzepatide Injections in La Mesa." This page advertises "Tirzepatide injections in La Mesa for men and women who are looking to achieve a slimmer and healthier physique." On information and belief, the "tirzepatide injections" being offered are not genuine Lilly MOUNJARO® or ZEPBOUND® but are Unapproved Compounded Drugs made by compounding pharmacies, including Thrive Health Solutions.

62. Defendant also falsely advertises its Unapproved Compounded Drugs by making statements that claim or imply that its Unapproved Compounded Drugs are FDA-approved and have been proven to achieve certain therapeutic outcomes. These statements rely on the FDA's approval of ***Lilly's*** medicines and clinical trials for ***Lilly*'s** medicines. These studies and approvals have no bearing on, and cannot substantiate claims about, Defendant's Unapproved Compounded Drugs, which upon information and belief are sold without having undergone any clinical trials on safety and effectiveness.

63. For example, Defendant's sdbodycountouring.com website states that "When looking at the data from research studies, it was found that Tirzepatide was much more potent and could result in greater fat loss compared to" another GLP-1 agonist. The following sentence links to an article that analyzed results from Lilly's SURMOUNT-1 clinical trial. The SURMOUNT® clinical trials studied ***Lilly's*** tirzepatide formulation and have no bearing on the Unapproved Compounded Drugs sold by Defendant.

64. Defendant's false advertising extends to social media as well. For example, Defendant's website has embedded in it a YouTube video titled "Instructional Video on Semaglutide & Tirzepatide Injections." https://www.youtube.com/watch?v=TMviq9606Eg. In the video, Dr. Sarosy, Defendant's agent and identified owner, shows the product that Defendant offers, which is obviously not the ZEPBOUND® autoinjector pen advertised on the Zepbound Prescription Clinic website and produced by Lilly, as shown below:

65. Moreover, in a Facebook post on May 1, 2024 shown below, Defendant advertises "tirzepatide" "Starting @ $119 a week." Immediately below this, Defendant claims to offer the "Newest FDA approved weightloss [*sic*] injections." On information and belief, these statements are false and misleading as to Defendant's Unapproved Compounded Drugs, which are ***not*** "FDA approved."

66. Defendant's online presence conveys the unmistakable impression that Defendant is offering for sale Lilly's MOUNJARO® and ZEPBOUND®, and/or otherwise FDA-approved weight loss injections containing tirzepatide that are the same as, or have the same source as, 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. Moreover, there are ***no*** "generic" versions of either MOUNJARO® and ZEPBOUND®.

67. 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 good will Lilly generated around the Lilly Marks.

68. 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*** "FDA approved," and were ***not*** subjected to clinical trials, and therefore lack any "data from research studies."

69. 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® and/or ZEPBOUND® to treat their serious health conditions.

70. Defendant's prominent and misleading use of the Lilly Marks is likely to cause consumers to falsely believe that they are purchasing MOUNJARO® and/or ZEPBOUND®, that Defendant is a source for Lilly's FDA-approved treatment options MOUNJARO® and/or ZEPBOUND®, that Defendant's Unapproved Compound Drugs are as safe and effective as Lilly's FDA-approved treatment options MOUNJARO® and ZEPBOUND®, and/or that Defendant's services are provided, licensed,

sponsored, authorized, or approved by, or otherwise associated or affiliated with, Lilly.

71. 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® and ZEPBOUND®, because no such association exists.

72. 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 Lilly's reputation 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.

73. 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.

74. 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® and ZEPBOUND®, all in violation of Lilly's rights.

DEFENDANT'S CYBERSQUATTING

75. Upon information and belief, on November 8, 2023—the very day that the FDA approved Lilly's ZEPBOUND® medicine—Defendant registered the domain name "zepboundclinic.com." This was long after Lilly first applied to register the ZEPBOUND® mark (on April 14, 2022) on an intent-to-use basis.

76. Because Lilly filed its application to register the ZEPBOUND® mark before Defendant registered the domain name "zepboundclinic.com," Lilly has priority.

77. Upon information and belief, when Defendant registered the domain name "zepboundclinic.com," Defendant took steps to conceal Defendant's ownership of the domain name. For example, Defendant used a proxy server to register the domain name, as seen in publicly available WHOIS data. https://whois.domaintools.com/zepboundclinic.com (WHOIS data for "zepboundclinic.com"). A true and correct copy of WHOIS data for "zepboundclinic.com" is attached hereto as **Exhibit C**.

78. The domain name used by Defendant includes Lilly's ZEPBOUND® mark in its entirety and is intended to falsely suggest that Defendant's business is associated with Lilly and/or Lilly's ZEPBOUND® medicine.

79. Despite Defendant's use of the domain name "zepboundclinic.com," and the use of the Lilly Marks on Defendant's website, Defendant is not affiliated with Lilly in any way. Indeed, Lilly has not authorized Defendant to use the ZEPBOUND® trademark in any way.

80. Defendant's registration of the domain name "zepboundclinic.com" was a bad faith attempt by Defendant to trade on Lilly's reputation and goodwill and profit from Lilly's rights in the ZEPBOUND® trademark.

HARM TO THE PEOPLE OF CALIFORNIA AND LILLY

81. Lilly's FDA-approved MOUNJARO® and ZEPBOUND® medications have undergone extensive clinical trials and approval processes. But these clinical studies and FDA approvals only apply to genuine Lilly MOUNJARO® and ZEPBOUND® 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.

82. 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.

83. Defendant advertises itself as providing MOUNJARO® and ZEPBOUND® (or their supposed "generic" equivalents), 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.

84. Not only does this deceitful content expose the people of California 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® and ZEPBOUND®.

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

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

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

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

92. 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

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

94. 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.

95. 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.

96. 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).

97. 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.

98. 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.

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

100. 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)

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

102. 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).

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

104. 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.

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

106. 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.

107. 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® and ZEPBOUND® and the Lilly Marks.

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

109. 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
Cybersquatting
in Violation of 15 U.S.C. § 1125(d)

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

111. Lilly is the owner of all right, title, and interest in the inherently distinctive Lilly Marks as well as a federal trademark registration for the ZEPBOUND® mark.

112. Lilly has not authorized Defendant to use the Lilly Marks as a portion of an Internet domain name.

113. Defendant is the domain name registrant for the domain name "zepboundclinic.com," which Defendant uses to redirect consumers to Defendant's website.

114. Defendant's domain name "zepboundclinic.com" includes the ZEPBOUND® mark in its entirety, coupled with a word indicating a facility where patients receive medical care and treatment.

115. The domain name "zepboundclinic.com" used by Defendant is confusingly similar to Lilly's ZEPBOUND® mark.

116. Defendant's registration and use of the domain name "zepboundclinic.com" commenced long after Lilly first filed an application to register the ZEPBOUND® mark, indicating Lilly's intent to use the ZEPBOUND® mark in commerce. When the FDA approved ZEPBOUND® on November 8, 2023, the U.S. PTO records already reflected the ZEPBOUND® mark's affiliation with Lilly. Defendant therefore had actual and/or constructive knowledge of Lilly's rights prior to its registration and use of the domain name "zepboundclinic.com," which

demonstrates Defendant's bad faith intent to profit from Lilly's ZEPBOUND® mark, goodwill, and reputation.

117. Defendant's acts are willful and malicious.

118. Defendant's registration and use of the "zepboundclinic.com" domain name constitutes cybersquatting in violation of 15 U.S.C. § 1125(d), entitling Lilly to relief.

119. Unless the "zepboundclinic.com" domain name registration is forfeited, canceled, or transferred to Lilly, Defendant will in fact profit, as described above. Lilly's remedy at law is not adequate to compensate it for the injuries inflicted by Defendant by its acts of cybersquatting. Lilly is therefore entitled to preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

120. By reason of Defendant's acts of cybersquatting alleged herein, Lilly is entitled to recover Defendant's profits and Lilly's actual damages, or, at Lilly's election, an award of statutory damages under 15 U.S.C. § 1117(d); the costs of this action; and an order of the Court transferring the "zepboundclinic.com" domain name to Lilly.

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

122. Lilly is entitled to injunctive relief and Lilly's actual damages, or, at Lilly's election, an award of statutory damages under 15 U.S.C. § 1117(d); the costs of this action; and an order of the Court transferring the "zepboundclinic.com" domain name to Lilly, as well as other remedies provided by Sections 1116, 1117, and 1118, including Defendant's profits, reasonable attorneys' fees, costs, and prejudgment interest.

FIFTH CAUSE OF ACTION
False and Misleading Advertising in Violation of Cal. Bus. & Prof. Code § 17500

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

124. Defendant's commercial advertising claims described herein are false and misleading in violation of Cal. Bus. & Prof. Code § 17500.

125. Defendant has knowingly made false and misleading statements in its commercial advertisements for its Unapproved Compounded Drugs and related goods and services addressed to the public and a substantial number of consumers. These statements regarding Unapproved Compounded Drugs' safety, quality, effectiveness, and regulatory status have influenced and are likely to continue to influence consumers' purchasing decisions.

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

127. As a direct and proximate result of Defendant's false and misleading advertising 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 by a loss of goodwill associated with Lilly's MOUNJARO® and ZEPBOUND® medicines and the Lilly Marks.

128. By reason of Defendant's acts, Lilly has been injured and is thereby entitled to the recovery of damages.

129. Because Defendant has violated and continues to violate § 17500, Lilly is entitled to entry of preliminary and permanent injunctive relief, including disgorgement of Defendant's unjustly obtained profits from the sale of its Unapproved Compounded Drugs and related goods and services.

SIXTH CAUSE OF ACTION
Unlawful, Unfair, and Fraudulent Business Practices in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*

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

131. The above-described acts of Defendant constitute unlawful, unfair, and fraudulent business practices in violation of Cal. Bus. & Prof. Code § 17200 *et seq*. ("UCL").

132. 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.

133. Defendant's actions are likely to cause confusion, or to cause mistake, or to deceive the public and consumers as to the origin, sponsorship, or approval of the products and services and commercial activities of Defendant, and thus constitute unlawful, unfair, and deceptive trade practices with respect to the Lilly Marks, in violation of the UCL.

134. 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.

135. Defendant's actions additionally include deceptively relying on Lilly's clinical trials for MOUNJARO® and ZEPBOUND® to advertise Defendant's Unapproved Compounded Drugs. These representations amount to false assurances of the safety, quality, and effectiveness of Defendant's Unapproved Compounded Drugs.

136. Defendant's business practices are unlawful because independently actionable under the Lanham Act and California's false advertising law.

137. Defendant's business practices are unfair because they are immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers.

138. Defendant's business practices are fraudulent because members of the public are likely to be deceived.

139. 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.

140. Members of the public are also likely to suffer injury from the above-described acts of Defendant by purchasing a drug that they believe to be genuine MOUNJARO® and ZEPBOUND®, not an Unapproved Compounded Drug.

141. Under the principles of equity, Lilly is entitled to entry of preliminary and permanent injunctive relief as provided in Cal. Bus. & Prof. Code §§ 17203 and 17535, and other appropriate relief, including attorneys' fees pursuant to CCP § 1021.5.

SEVENTH CAUSE OF ACTION
Trademark Infringement and Unfair Competition in Violation of California Common Law

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

143. The above-described acts of Defendant constitute trademark infringement and unfair competition in violation of California common law.

144. 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® and ZEPBOUND®.

145. 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.

146. 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.

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

148. 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® and ZEPBOUND® medicines and the Lilly Marks. Defendant therefore has unfairly profited from the actions alleged.

149. 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 cybersquatting in violation of 15 U.S.C. § 1125(d);

e. Engaged in deceptive trade practices, false advertising, unfair competition, and trademark infringement in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.* and § 17500 and in violation of the common law of California;

f. 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® or ZEPBOUND®, 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® and ZEPBOUND®, that Defendant's Unapproved Compounded Drugs are not MOUNJARO® or ZEPBOUND®, that Defendant's Unapproved Compounded Drugs are not generic MOUNJARO® or generic ZEPBOUND®, that Defendant's Unapproved Compounded Drugs have never been genuine or generic versions of MOUNJARO® and ZEPBOUND®, 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, cybersquatting, and unlawful, unfair, and fraudulent business practices.

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 requiring the forfeiture or cancellation of the "zepboundclinic.com" domain name and/or the transfer of the domain name to Plaintiff Lilly, together with any other domain names containing "mounjaro" or "zepbound" in Defendant's ownership, possession, or control.

8. An Order requiring that Defendant pay statutory damages under 15 U.S.C. § 1117(d), on election by Plaintiff Lilly.

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

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

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

12. Other relief as the Court may deem appropriate.

Dated: June 20, 2024

Respectfully submitted,
/s/ Sharre Lotfollahi

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Attorneys for Plaintiff
ELI LILLY AND COMPANY

DEMAND FOR A JURY TRIAL

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

/s/ Sharre Lotfollahi
Sharre Lotfollahi (SBN 258913)
Attorney for Plaintiff
ELI LILLY AND COMPANY

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service 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. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Eli Lilly and Company

(b) County of Residence of First Listed Plaintiff Marion County, IN
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Sharre Lotfollahi (SBN 258913), KIRKLAND & ELLIS LLP
2049 Century Park East, Suite 3700, Los Angeles, CA 90067; Telephone: (310) 552-4200

DEFENDANTS

SDBodyContouring, a Medical Corporation, d/b/a Zepbound Prescription Clinic, Zepbound Rx Clinic, San Diego Body

County of Residence of First Listed Defendant San Diego County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

'24CV1061 RSH SBC

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☒ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
15 U.S.C. §§ 1114,1125

Brief description of cause:
Trademark infringement, false designation of origin, and false advertising

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ Unspecified; Injunction

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE _____ DOCKET NUMBER _____

DATE June 20, 2024

SIGNATURE OF ATTORNEY OF RECORD /s/ Sharre Lotfollahi

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM 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 service of pleading 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. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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.

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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*

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***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/.

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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:

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Requirements in Successive Ten-Year Periods*
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Grace Period Filings*

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***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/.

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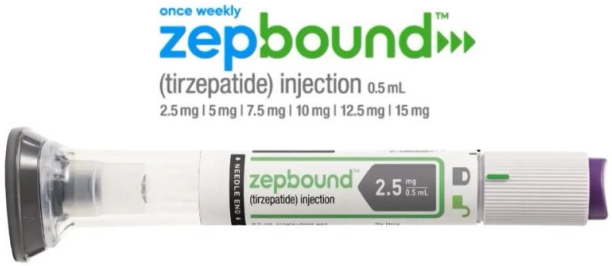
EXHIBIT B

CHANGE YOUR BODY CHANGE YOUR LIFE

Visit Zepbound Prescription Clinic to Achieve Your Weight Loss Goals



TREATMENT OF CHOICE

ZEPBOUND (tirzepatide, Mounjaro®) is our drug of choice for weight loss in qualified patients. FDA-approved Zepbound® is more effective for weight loss than Wegovy®, Ozempic®, and Rybelsus®.

OUR CLIENTS' WEIGHT LOSS JOURNEYS: INSPIRING STORIES OF SUCCESS

Before and After

LOSE WEIGHT FAST

While on Zepbound, Dr. Rick Shacket lost 25 pounds in just three months and over 60 pounds in less than a year without dieting or exercising (see his before-and-after pictures at left). Dr. Shacket is the owner and medical director of the Zepbound (Tirzepatide) Prescription Clinic in Scottsdale, Arizona.

ABOUT DR. SHACKET

DISCOVER A HEALTHIER YOU WITH A ZEPBOUND PRESCRIPTION

The Skinny Shot

"Skinny-shot" injections administered weekly are relatively safe and completely reversible when used by mildly overweight to severely obese patients to treat feeding and eating disorders. Same-day treatment is available in Arizona.

Statistics

Almost everyone is overweight: 71% of Americans are either overweight or obese.

How Does it Work?

It slows digestion, delays gastric emptying, decreases appetite, reduces body weight, and stops the "food-noise".

Stopping the Food Noise

That's how it works! Stop constant rumination about food. Stop feeling hungry. Stop craving food. Preoccupation with eating food for pleasure becomes a thing of the past. Feel full eating smaller meals.

Get the Skinny Shot, Get the Cure

Finally, a real solution to your life-long weight loss battle. Just one skinny shot each week gets the results you are looking for.

TIRZEPATIDE COMPOUNDED EXCLUSIVELY FOR OUR PATIENTS

Compounded for Safety

For patients who cannot afford brand-name Zepbound, tirzepatide compounded exclusively for our patients may be equally effective. Compounded versions of injectable tirzepatide and semaglutide have the same active ingredients found in Zepbound®, Mounjaro®, Ozempic®, Wegovy®, and Rybelsus® but have not been tested or approved by the United States Food and Drug Administration (FDA). The FDA has concerns that patients may experience unanticipated side effects with compounded tirzepatide and semaglutide, which may be made with salt-based forms that differ from the active ingredient in the name-brand medications. This is why we only buy from licensed compounding pharmacies that have earned the Pharmacy Compounding Accreditation Board's (PCAB) Seal of Accreditation for meeting the highest quality and safety standards in the industry.

Our injectables **work similarly to the name-brand medication but can be purchased at a** fraction of the cost. What's more, compounded tirzepatide and semaglutide can be tailored to fit individual needs and tolerances based on your doctor's specifications.

FREQUENTLY ASKED QUESTIONS

Please reach us at if you cannot find an answer to your question.

Do I have to follow a strict diet or exercise regimen?

We do not believe in strict diets or deprivation. Instead, we focus on creating healthy, balanced meal plans and increasing activity. Regular exercise is vital for good health, and getting in more movement while on tirzepatide and semaglutide can help you achieve better results—and keep those results after losing weight.

How long does the program last?

The length of the program varies depending on your individual needs and goals. Our weight loss experts will work with you to create a plan that fits your lifestyle and desired timeline.

Is there an age limit for Tirzepatide & Semaglutide?

We welcome adult patients committed to making positive changes in their lives. However, we recommend that minors be treated by pediatricians, endocrinologists, or psychiatrists knowledgeable in weight management.

CONTACT US

Better yet, see us in person!

We love our patients, so feel free to visit during normal business hours.

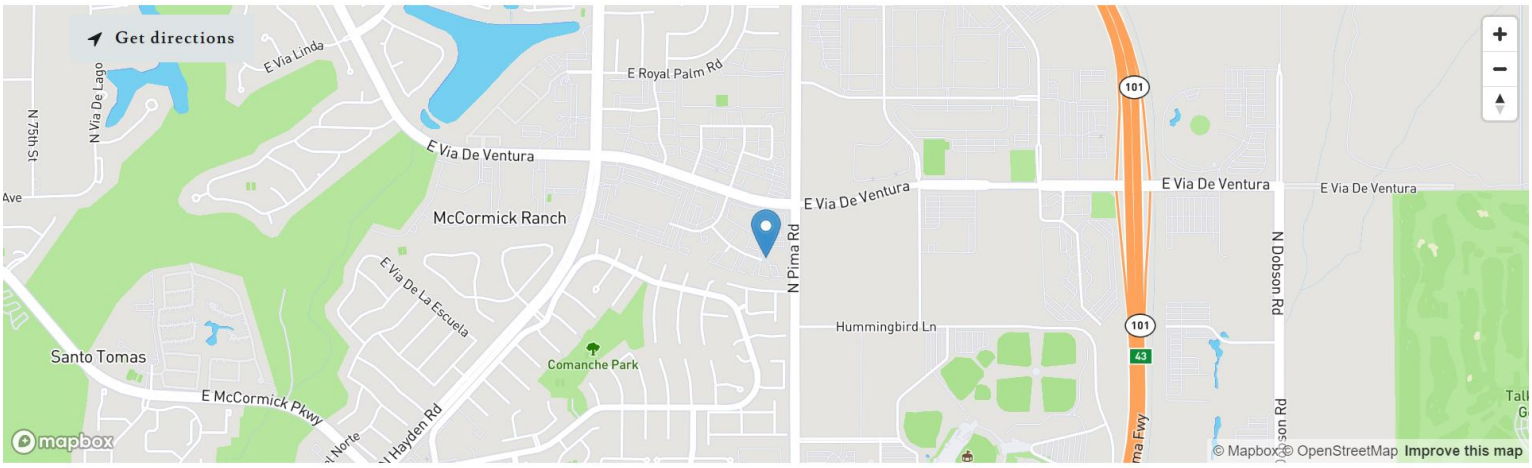
ZEPBOUND Rx CLINIC (inside Scottsdale Vein Center)

8752 E Via de Commercio #2, Scottsdale, Arizona 85258

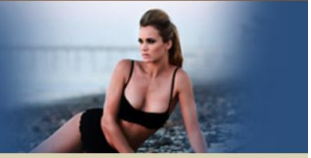
Phone: 602.492.9919

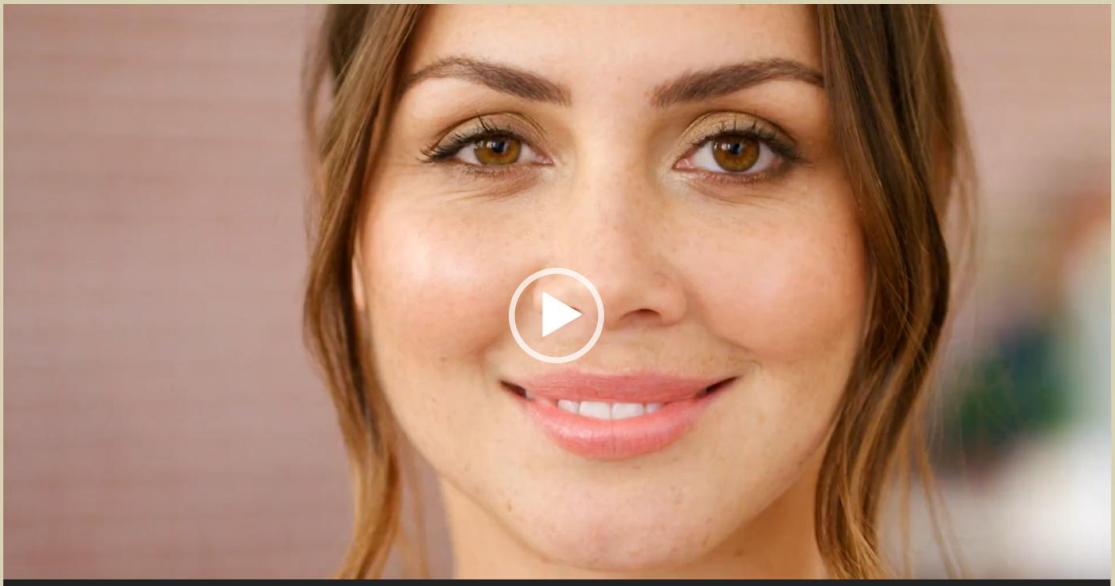
Hours

Today Closed



Tirzepatide Injections in La Mesa





Tirzepatide Injections in La Mesa

Are you struggling to lose weight? Have you been dieting, exercising, getting enough sleep, and still not seeing the progress? Weight loss can get significantly harder as we age, our metabolism slows, or everyday life gets in the way. When you're not seeing the results on the scale of your hard work, it may feel like that dream body is not getting any closer.

Tirzepatide injections are currently a weight loss enhancer that has helped people achieve their weight loss goals. This minimally invasive treatment can provide you the additional boost to reach that body you want. The best part is that this is a convenient method with minimal side effects as well. San Diego Body Contouring offers Tirzepatide injections in La Mesa for men and women who are looking to achieve a slimmer and healthier physique!

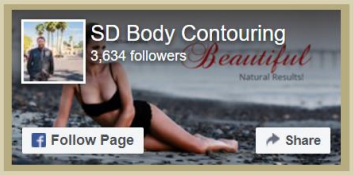
Why Am I Having Trouble Losing Weight?

This is such a popular question for many people, and the answers can always vary. For example, as we start to age, hormones and a slowed metabolism may make it more difficult to lose those extra pounds. Similarly, busy lifestyles, wrong diet choices, lack of sleep,

Search Search

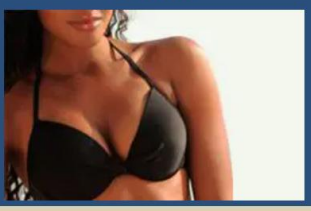
Related Procedures
- Breast Implants
- Liposuction in San Diego
- Tummy Tuck in San Di
- Mommy Makeover
- Laser Hair Removal in SD
- San Diego Brazilian Butt Lift
- San Diego Tattoo Removal
- San Diego Facelift & Mini Facelift
- San Diego Skin Treatments
  - Cortex CO2 Resurfacing
- Plastic Surgery 3D Animations
- San Diego Vein Therapy
- San Diego Venus Freeze

Help



Face

Breast



Body

a sedentary routine, and other factors can impact the weight in our bodies. This is why many people often find themselves frustrated with the lack of progress in losing weight. Even genetics may play a role in how we lose weight and where it is distributed!

How Do Tirzepatide Injections Work?

Tirzepatide injections work as GLP-1 agonists. GLP-1 is a hormone that develops in the body and has a vital role when it comes to regulating hunger and controlling appetite. In this case, the injections work to mimic the actions of GLP-1, allowing people to have a regulated appetite and eat less. Tirzepatide also slows down the digestion process, which makes an individual feel fuller for a longer period of time. By controlling hunger cues and slowing down digestion, this works to reduce how much a person eats, lowering calorie intake and kick starting weight loss.

Is Tirzepatide Better Than Semaglutide?

Tirzepatide and semaglutide are both regarded as the top weight-loss injection treatments. They both work very similarly by mimicking the GLP-1 hormone and regulating hunger cues and digestion. When looking at the data from research studies, it was found that Tirzepatide was much more potent and could result in greater fat loss compared to semaglutide. Tirzepatide was found to be about 40% more potent than semaglutide, and one study found that Tirzepatide resulted in a weight loss of 17.8% compared to 12.4% with semaglutide.

If you are still considering which weight loss injection may be right for you, it's best to look at your current weight loss goals. How much weight are you looking to lose? What other habits are you currently taking on to increase weight loss? Book an initial consultation at San Diego Body Contouringin La Mesa to speak with an expert and learn more about the benefits of both weight loss injections and which one may align closer to your individual needs.

What Do I Need to Do to Get Tirzepatide Injections in La Mesa?

If you are set on obtaining Tirzepatide injections in La Mesa, you will want to schedule your initial consultation at San Diego Body Contouring as soon as possible. The process of injection administration itself is pretty fast, and many people are happy to know that they can go back to their daily routines as soon as their appointment is over. There is no additional medication that has to be taken for maintenance, as these injections continuously work to control appetite in between each administration session. How are Tirzepatide injections given? The shot is placed into the fatty tissue right underneath the skin around the abdominal area using fine needles that further help to decrease any feelings of pain or discomfort.

Are There Any Side Effects?

Tirzepatide injections do come with a few side effects, but they are usually pretty mild and not a large cause for concern. Some of the most common side effects of this weight loss injection include:

- Nausea
- Vomiting
- Dizziness
- Hypoglycemia (lowered blood pressure)
- Abdominal pain
- Redness, soreness, or tenderness around the injection site

While these injections can cause some side effects, it's important to note that these side effects do go away after a short amount of time. As of now, studies have indicated there are no extremely serious effects from Tirzepatide, making the injections a possibility for men and women who are looking to boost their weight loss and get one step closer to the body they want!

How Much Weight Can Tirzepatide Injections Help Me Lose?

It is hard to tell exactly how much weight Tirzepatide injections can help a person lose, as every body is different. At San Diego Body Contouringin La Mesa, we take into consideration a number of factors, such as medical history, personal weight loss goals, diet, and more to help determine what weight loss injections work for what patient. The frequency of injections can also determine the weight lost. For example, some patients may get Tirzepatide injections for 3 months. Others might go for 6.

To map out your weight loss goals and see how Tirzepatide can help, schedule your appointment with our team. We have helped many people achieve the weight loss they've been looking for. And we are always more than ready to walk patients through weight loss injections and what they can expect within certain timeframes. Studies have provided us with the most promising results for Tirzepatide injections and weight loss, so we are always ready to answer questions on the matter!

Are There Additional Benefits to Tirzepatide Injections?

Tirzepatide is a potent injection that can establish beneficial patterns of weight loss. Did you know there are additional benefits to this treatment? Many people turn to Tirzepatide because of benefits such as:

- Helps regulate blood sugar levels
- Improves cholesterol levels
- Reduces blood pressure and markers of inflammation
- Reduces cravings substantially
- Controls hunger cues

- Can lower the risk of cardiovascular disease
- Convenient administration- typically only once a week compared to other daily injections
- Minimal side effects

Tirzepatide injections can make a difference in anyone's weight loss journey. If you find those last few pounds are giving you a difficult time, this weight loss injection may be the right choice for you.

I'm Pregnant, Can I Still Get Tirzepatide Injections?

If you are pregnant or breastfeeding, you are not a good candidate for these injections. Also, if you had or have had a history of eating disorders, these injections may not be the right choice for you. In order to learn more about qualifications for Tirzepatide injections, visit San Diego Body Contouringin La Mesa.

Contact San Diego Body Contouring in La Mesa For Tirzepatide Injections!

Weight loss doesn't have to be impossible. For many, it can feel that way. Fortunately, Tirzepatide injections are a weight loss treatment that has shown very beneficial results when it comes to losing weight. This is because of its impact on hunger cues and curbing appetites, which reduces the calories a person consumes.

Are you looking into Tirzepatide injections? Have you been curious to learn more about how this weight loss treatment can fit into your lifestyle and goals? Don't hesitate, get started toward that dream body today! Contact San Diego Body Contouring in La Mesa now to book your initial consultation. We make sure our patients are confident in the treatments they go through, and that the results are everything they've wanted!

CALL TODAY BOOK A FREE CONSULTATION

*Results may vary depending on patient and commitment to treatment and medical program, before and after surgery results are examples only, and do not constitute an implied or any other kind of guarantee of the result of surgery or a non-surgical procedure.

SD Body Contouring
May 1 ·

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#medspa #boardcertified #plasticsurgery #specials #selfcare #travel #selfcare #facials #semaglutideweightloss #sandiego

— in **San Diego, CA**.

1

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EXHIBIT C

Whois Record for ZEpBoundClinic.com

How does this work?

Domain Profile

Registrar	GoDaddy.com, LLC IANA ID: 146 URL: https://www.godaddy.com,http://www.godaddy.com Whois Server: whois.godaddy.com abuse@godaddy.com (p) +1.4806242505
Registrar Status	clientDeleteProhibited, clientRenewProhibited, clientTransferProhibited, clientUpdateProhibited
Dates	208 days old Created on 2023-11-08 Expires on 2026-11-08 Updated on 2023-11-08
Name Servers	NS19.DOMAINCONTROL.COM (has 59,719,663 domains) NS20.DOMAINCONTROL.COM (has 59,719,663 domains)
IP Address	13.248.243.5 - 2,353,804 other sites hosted on this server
IP Location	- California - Palo Alto - Amazon Technologies Inc.
ASN	AS16509 AMAZON-02, US (registered May 04, 2000)
Domain Status	Registered And No Website
IP History	2 changes on 2 unique IP addresses over 1 years
Registrar History	1 registrar
Hosting History	1 change on 2 unique name servers over 1 year

Whois Record (last updated on 2024-06-03)

```
Domain Name: zepboundclinic.com
Registry Domain ID: 2828122150_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: https://www.godaddy.com
Updated Date: 2023-11-08T13:23:11Z
Creation Date: 2023-11-08T13:23:10Z
Registrar Registration Expiration Date: 2026-11-08T13:23:10Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited https://icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited https://icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited https://icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited https://icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Registration Private
Registrant Organization: Domains By Proxy, LLC
Registrant Street: DomainsByProxy.com
Registrant Street: 2155 E Warner Rd
Registrant City: Tempe
Registrant State/Province: Arizona
Registrant Postal Code: 85284
Registrant Country: US
Registrant Phone: +1.4806242599
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: Select Contact Domain Holder link at
https://www.godaddy.com/whois/results.aspx?domain=zepboundclinic.com
Registry Admin ID: Not Available From Registry
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
```

```
Admin Street: 2155 E Warner Rd
Admin City: Tempe
Admin State/Province: Arizona
Admin Postal Code: 85284
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: Select Contact Domain Holder link at
https://www.godaddy.com/whois/results.aspx?domain=zepboundclinic.com
Registry Tech ID: Not Available From Registry
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 2155 E Warner Rd
Tech City: Tempe
Tech State/Province: Arizona
Tech Postal Code: 85284
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: Select Contact Domain Holder link at
https://www.godaddy.com/whois/results.aspx?domain=zepboundclinic.com
Name Server: NS19.DOMAINCONTROL.COM
Name Server: NS20.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic
.net/
```