

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS**

NOVO NORDISK A/S AND NOVO
NORDISK INC.,

Plaintiffs,

v.

CHAMPION HEALTH AND WELLNESS
CLINICS LLC,

Defendant.

Case No. _____

**COMPLAINT FOR TRADEMARK INFRINGEMENT,
FALSE ADVERTISING, AND UNFAIR COMPETITION**

Plaintiffs Novo Nordisk A/S (“NNAS”) and Novo Nordisk Inc. (“NNI”) (collectively, “Plaintiffs” or “Novo Nordisk”), by and through their attorneys, King & Spalding LLP, file their complaint against Champion Health and Wellness Clinics LLC (“Defendant”) for injunctive and other relief. Plaintiffs allege as follows, upon actual knowledge with respect to themselves and their own acts, and upon information and belief as to all other matters.

INTRODUCTION

1. Novo Nordisk is a healthcare company with a 100-year history of innovation in developing medicines to treat serious chronic diseases like diabetes and obesity.

2. The development of semaglutide is an example of Novo Nordisk’s commitment to innovation for people living with chronic diseases. Semaglutide is the foundational molecule which serves as the primary ingredient for Novo Nordisk’s three prescription-only medicines approved by the Food and Drug Administration (“FDA”): Wegovy[®] (semaglutide) injection 2.4 mg, for chronic weight management, and Ozempic[®] (semaglutide) injection 0.5 mg, 1 mg, or 2 mg and Rybelsus[®] (semaglutide) tablets 7 mg or 14 mg, both for adults with type 2 diabetes.

3. Novo Nordisk is the only company in the U.S. with FDA-approved products containing semaglutide. Novo Nordisk is also the only company authorized to identify its products containing semaglutide using the trademarks Wegovy[®], Ozempic[®], and Rybelsus[®]. The FDA has not approved any generic versions of semaglutide.

4. This is an action brought pursuant to the Lanham Act, 15 U.S.C. §§ 1051 et seq., related state laws and the common law, arising out of Defendant's infringement of Plaintiffs' rights in their Wegovy[®] mark and Defendant's acts of false advertising and unfair competition.

**Novo Nordisk's FDA-Approved Semaglutide Product,
Wegovy[®], and Registered Trademark**

5. Plaintiffs use the trademark "Wegovy" to identify and promote the FDA-approved drug, Wegovy[®]. Wegovy[®] is sold and marketed in the United States by NNAS's, indirect, wholly-owned subsidiary, NNI.

6. Wegovy[®] is indicated for chronic weight management in adults and children aged ≥ 12 years with obesity (BMI ≥ 30 for adults, BMI $\geq 95^{\text{th}}$ percentile for age and sex for children), or some adults with excess weight (BMI ≥ 27) (overweight) with weight-related medical problems, along with a reduced calorie meal plan and increased physical activity.

7. Wegovy[®] has a unique safety and efficacy profile which is detailed in its product label.

8. Wegovy[®] is a prescription-only medicine that should only be prescribed in direct consultation with, and under the supervision of, a licensed healthcare professional.

9. Wegovy[®] has been extensively studied in clinical trials and is FDA-approved.

10. Novo Nordisk does not sell its FDA-approved semaglutide product, Wegovy[®], to Defendant, for resale or redistribution.

11. Novo Nordisk first adopted and used the Wegovy[®] mark at least as early as 2021, and has used it continuously since that time. Novo Nordisk has extensively promoted, advertised and marketed its prescription-only medicine bearing the Wegovy[®] mark in many different channels, directed both to physicians and other health care professionals and to consumers.

12. As a result of its use of the Wegovy[®] mark, NNAS owns valuable common law rights in and to the Wegovy[®] mark.

**Defendant's Trademark Infringement and False Advertising
in Connection With its Sale to Patients of Unapproved Compounded Drugs**

13. Defendant markets and sells to patients compounded drug products that purport to contain semaglutide and that are not approved by the FDA (“Unapproved Compounded Drugs”).

14. On information and belief, the Unapproved Compounded Drugs sold by Defendant are made by compounding pharmacies, which deliver them to Defendant for administration or dispensing to patients.

15. The FDA defines compounding 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.” *See* <https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding>.

16. 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.”

17. The FDA has further stated 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.”¹

18. On May 31, 2023, FDA issued guidance on “medications containing semaglutide marketed for Type 2 diabetes or weight loss,” which provides that: (1) “compounded drugs are not FDA-approved, and the agency does not verify the safety or effectiveness of compounded drugs”; and (2) “FDA has received adverse event reports after patients used compounded semaglutide. Patients should not use a compounded drug if an approved drug is available to treat a patient. Patients and health care professionals should understand that the agency does not review compounded versions of these drugs for safety, effectiveness, or quality.”

19. Defendant uses Novo Nordisk’s Wegovy[®] trademark to market and sell Unapproved Compounded Drugs purporting to contain “semaglutide” that are not Wegovy[®]. Defendant unlawfully uses Novo Nordisk’s trademark to attract customers and generate revenues and profits, including by passing off as Wegovy[®] its own Unapproved Compounded Drugs purporting to contain “semaglutide.”

20. Defendant first started using Novo Nordisk’s Wegovy[®] mark to advertise its Unapproved Compounded Drugs well after NNAS’s first use and registration of its Wegovy[®] mark.

21. Defendant also falsely advertises its Unapproved Compounded Drugs on its website by making statements that describe Wegovy[®], but are false or misleading as to Defendant’s Unapproved Compounded Drugs.

¹ Compounding and the FDA: Questions and Answers, <https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers>.

22. Defendant has made misleading statements in advertising and promotion that claim or imply that its Unapproved Compounded Drugs have been approved by FDA and/or have been subjected to clinical studies and trials.

23. Defendant continues to use the Wegovy[®] mark, including in advertising and promotion on its website and on other websites viewed by its customers who, upon information and belief, are seeking to buy but are in fact not buying genuine Wegovy[®] products.

24. Defendant's prominent and misleading use of the Wegovy[®] mark is likely to cause consumers to falsely believe that they are actually purchasing genuine Wegovy[®] products, that Defendant is a source for Novo Nordisk's FDA-approved products, and/or that Defendant's services are provided, licensed, sponsored, authorized, or approved by Novo Nordisk.

25. Defendant's use of the Wegovy[®] mark is without the permission, consent or authorization of Novo Nordisk. Defendant has no right to use, and Defendant knows that it has no right to use, the Wegovy[®] mark in connection with Defendant's Unapproved Compounded Drugs or otherwise.

26. Novo Nordisk has no control over the nature, quality or efficacy of the products sold by Defendant, including the Unapproved Compounded Drugs.

THE PARTIES

27. Plaintiff NNAS is a corporation organized and existing under the laws of the Kingdom of Denmark and has its principal place of business in Bagsværd, Denmark.

28. Plaintiff NNI is a Delaware corporation and has its principal place of business in Plainsboro, New Jersey.

29. NNI promotes, offers, and/or sells Novo Nordisk's Wegovy[®] products throughout the United States, including in this District. NNAS has granted to NNI exclusive rights to market, advertise, promote, offer for sale and sell Wegovy[®] products in the United States.

30. Defendant is a Texas limited liability company with a business address at 5900 Balcones Drive, Suite 100, Austin, Texas 78731. Defendant operates its business at 4295 San Felipe Street, Suite 335, Houston, Texas 77027, in this judicial district. Defendant sells and promotes Unapproved Compounded Drugs masquerading as Wegovy[®] and/or uses the Wegovy[®] mark in its advertising and promotion of Unapproved Compounded Drugs that are not Wegovy[®].

JURISDICTION AND VENUE

31. The Court has subject matter jurisdiction over the Lanham Act causes of action pleaded herein pursuant to 35 U.S.C. § 1121 and 28 U.S.C. § 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).

32. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant operates in this District, manufactures and/or sells its Unapproved Compounded Drugs in this District, and otherwise conducts business in this District. Defendant is subject to personal jurisdiction in this District.

NOVO NORDISK'S WEGOVY[®] TRADEMARK

33. Plaintiff NNAS is the owner of (a) U.S. trademark registration number 6,585,492, issued on December 14, 2021, for the mark WEGOVY for pharmaceutical preparations, in International Class 5. A true and correct copy of Plaintiff's registration number 6,585,492 for the WEGOVY[®] mark is attached hereto as **Exhibit A**.

34. The Wegovy[®] trademark is inherently distinctive.

35. Novo Nordisk promotes and advertises its Wegovy[®] products through various channels, including on the websites wegovy.com and/or novonordisk-us.com, and to physicians and licensed healthcare professionals, among others.

36. As a result of Novo Nordisk's long use, promotion, and advertising of the Wegovy[®] trademark and products, the Wegovy[®] mark is exclusively associated with Plaintiffs, serves to identify genuine Novo Nordisk products, and is a valuable asset of Novo Nordisk.

37. As a result of Novo Nordisk's long use, promotion, and advertising of the Wegovy[®] trademark and products, the Wegovy[®] trademark is a well-known, strong and famous mark, and became famous prior to any of the acts of Defendant complained of herein.

DEFENDANT'S INFRINGING USE OF THE WEGOVY[®] MARK

38. Long after Novo Nordisk's first use of the Wegovy[®] mark at least as early as 2021, long after NNAS's priority date of 2020 for the Wegovy[®] trademark, and long after NNAS secured federal registration for the Wegovy[®] mark in 2021, Defendant started using the Wegovy[®] mark in commercial advertising and promotion to promote its Unapproved Compounded Drugs in a false and misleading way. Examples of Defendant's trademark infringement and false advertising are attached hereto as **Exhibit B**.

39. Defendant promotes its Unapproved Compounded Drugs by using the Wegovy[®] trademark on its website, including in a "weight loss" drop down menu where one of the options is "Semaglutide (Wegovy)." One of the pages on Defendant's website is located at the URL <https://championhealthandwellness.com/weight-loss-wegovy/>. That page includes a header reading "Semaglutide (Wegovy)" and language such as "How much weight have people lost with Semaglutide (Wegovy[™])? Adults lost on average approximately 35 lbs or 15% of body weight while taking Wegovy." The home page advertises "Guaranteed weight loss personalized plans with FDA approved options." The images below are true and correct representations of images on websites located at <https://championhealthandwellness.com/> and <https://championhealthandwellness.com/weight-loss-wegovy/> as of the date of the filing of this Complaint.



Weight loss can be hard!

Eating right and exercising well may simply not be enough, especially as we age.

How much weight have people lost with Semaglutide (Wegovy™)?

Adults lost on average approximately 35 lbs or 15% of body weight while taking Wegovy.

40. Defendant also advertises deals on the platform Groupon for “Semaglutide (Wegovy) Weight Loss Program,” stating that “Semaglutide (Wegovy) aims to reduce appetite and works by mimicking a hormone that targets areas of the brain involved in regulating appetite and food intake.” It further notes, “Please note that this deal is for one month at the starting dose

of Semaglutide (Wegovy)[.]” The below images are true and correct representations of information on one of Defendant’s Groupon advertisements.

About This Deal

How customers are supposed to participate: this is a phone call. Customers can request a video call—the merchant provides all necessary information and links after a consult form has been submitted.

Semaglutide (Wegovy) Weight Loss Program (First Month); Shipping not included: Online Weight Loss Program

Semaglutide (Wegovy) Weight Loss Program (Two Month); Shipping not included: Online Weight Loss Program

What's included:

- Telemedicine consultation
- Starter dose of medication (if prescribed)
- Medication (if prescribed)
- Unlimited follow-up texting with their doctor
- All materials needed to administer the medication
- Priority support
- Shipping charge not included and will be due upon checkout
- Semaglutide (Wegovy) aims to reduce appetite and works by mimicking a hormone that targets areas of the brain involved in regulating appetite and food intake.
- Please note that this deal is for one month at the starting dose of Semaglutide (Wegovy) (Wk1: 0.25mg Wk2: 0.5mg Wk3: 0.75mg Wk 4 1.0mg)
- Shipping not included

41. Defendant’s labels, advertising and promotional materials are false and misleading, suggesting and/or stating an association with Plaintiffs’ FDA-approved Wegovy[®] products, when no such association exists.

42. There is no need for Defendant to use the Wegovy[®] trademark to advertise or promote its Unapproved Compounded Drugs purporting to contain “semaglutide,” other than to trade upon the reputation of Plaintiffs and to create confusion in the marketplace and/or mislead the public regarding the origin, identity or source of Defendant’s Unapproved Compounded Drugs.

43. Defendant’s unauthorized use of the Wegovy[®] trademark is likely to cause confusion, to cause mistake, or to deceive, and infringes Plaintiffs’ established exclusive rights in that trademark.

44. Upon information and belief, unless enjoined by this Court, Defendant will continue to use the Wegovy[®] mark and/or otherwise falsely advertise its products as associated with or being Wegovy[®], all in violation of Plaintiffs' rights.

FIRST CAUSE OF ACTION

(Trademark Infringement in Violation of 15 U.S.C. § 1114(1))

45. Plaintiff NNAS realleges and incorporates by reference each of the allegations contained in paragraphs 1-44 of this Complaint as though fully set forth here.

46. Plaintiff NNAS's Wegovy[®] mark is an inherently distinctive, strong, valid, and protectable trademark owned by Plaintiff NNAS.

47. Plaintiff NNAS's trademark registration for its Wegovy[®] mark constitutes *prima facie* evidence of the validity of the mark, of Plaintiff NNAS's registration and ownership of the mark, and of Plaintiff NNAS's exclusive right to use the mark in commerce on or in connection with the goods identified in the registrations.

48. By virtue of its prior use and registration, Plaintiff NNAS has priority over Defendant with respect to the use of the Wegovy[®] mark for pharmaceutical preparations sold in the United States.

49. Defendant uses the Wegovy[®] mark in connection with the sale, advertising, and promotion of Unapproved Compounded Drugs purporting to contain semaglutide.

50. Defendant's use in commerce of the Wegovy[®] mark is likely to cause confusion, to cause mistake, or to deceive with respect to Plaintiff NNAS's identical mark.

51. The above-described acts of Defendant constitute infringement of registered trademark in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), entitling Plaintiff NNAS to relief.

52. Defendant has unfairly profited from its trademark infringement.

53. By reason of Defendant's acts of trademark infringement, Plaintiff NNAS has suffered damage to the goodwill associated with its mark.

54. Defendant's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiff NNAS, its federally registered trademark and the valuable goodwill associated with that trademark.

55. Defendant's acts of trademark infringement have irreparably harmed, and if not enjoined, will continue to irreparably harm the interests of the public in being free from confusion, mistake, and deception.

56. By reason of Defendant's acts, Plaintiff NNAS's remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiff NNAS is entitled to entry of preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

57. By reason of Defendant's willful acts of trademark infringement, Plaintiff NNAS is entitled to treble damages under 15 U.S.C. § 1117.

58. This is an exceptional case, making Plaintiff NNAS eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

SECOND CAUSE OF ACTION

(Trademark Infringement, Use of False Designation of Origin and Unfair Competition in Violation of 15 U.S.C. § 1125(a)(1)(A))

59. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1-44 of this Complaint as though fully set forth here.

60. Defendant uses the Wegovy[®] mark in commerce in connection with Defendant's goods and services and in commercial advertising and promotion of its goods and services.

61. Defendant uses the Wegovy[®] mark in commerce in a manner that is likely to cause confusion, or to cause mistake, or to deceive the relevant public into believing that Defendant's

goods or services are authorized, sponsored, approved by, or otherwise affiliated with Plaintiffs, with Plaintiffs' genuine Wegovy[®] products, and/or with the Wegovy[®] mark.

62. The above-described acts of Defendant constitute infringement of the Wegovy[®] mark and use of false designations of origin in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A), entitling Plaintiffs to relief.

63. Defendant has unfairly profited from the actions alleged.

64. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Wegovy[®] trademark.

65. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs, the Wegovy[®] trademark, and the valuable goodwill associated with the trademark.

66. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

67. By reason of Defendant's acts, Plaintiffs' remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

68. Because the above-described acts of Defendant are willful, Plaintiffs are entitled to treble damages under 15 U.S.C. § 1117.

69. This is an exceptional case, making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

THIRD CAUSE OF ACTION

**(Defendant's False and Misleading Advertising and Promotion
in Violation of 15 U.S.C. § 1125(a)(1)(B))**

70. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1-44 of this Complaint as though fully set forth here.

71. Defendant's practices, as described in this Complaint, constitute unfair competition and false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

72. Defendant has violated the Lanham Act by using false or misleading descriptions of fact and false or misleading representations of fact in its commercial advertising or promotion that misrepresent the nature, characteristics, and/or qualities of Defendant's business practices and products, as set forth above.

73. Defendant has also engaged in other false or misleading advertising and promotion intended to assure consumers that Defendant's practices are lawful. Upon information and belief, Champion Health and Wellness LLC provides consumers who purchase Defendant's Unapproved Compounded Drugs (or whom Defendant is trying to persuade to purchase its drugs) information that makes several false or misleading statements, including:

74. Defendant's website includes the statement: "How much weight have people lost with Semaglutide (Wegovy™)? Adults lost on average approximately 35 lbs or 15% of body weight while taking Wegovy," implying and misleading readers into believing that Defendant is selling Wegovy® and not its Unapproved Compounded Drug.

75. Defendant also advertises through the platform Groupon that its Unapproved Compounded Drugs are “FDA approved[,]” and that “Studies show a 15+% body Weight Loss (Avg 35lbs)[,]” implying and misleading readers into believing that Defendant’s Unapproved Compounded Drugs are fully approved by the FDA and have been subjected to clinical trials. The below image is a true and correct representation of information on one of Defendant’s Groupon advertisements.

- Semaglutide consists of 1 injection per week for 8-weeks.
- Semaglutide is the Gold Standard in Medical Weight Loss.
- FDA approved.
- Studies show a 15+% body Weight Loss (Avg 35lbs).

76. The above-described acts of Defendant, if not enjoined by this Court, are likely to deceive members of the general public.

77. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs.

78. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

79. By reason of Defendant’s acts as alleged above, Plaintiffs have suffered and will continue to suffer injuries, including injury to Plaintiffs’ business reputation. However, Plaintiffs’ remedies at law are not adequate to compensate for all the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief requiring Defendant to cease its false and misleading advertising and promotion and unfair competitive practices.

FOURTH CAUSE OF ACTION

(Common Law Unfair Competition)

80. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1-44 of this Complaint as though fully set forth here.

81. The above-described acts of Defendant constitute common law unfair competition.

82. The above-described acts of Defendant unfairly and wrongfully exploit Plaintiffs' trademark, goodwill and reputation.

83. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Wegovy[®] trademark.

84. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the Wegovy[®] trademark.

85. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

86. By reason of Defendant's acts, Plaintiffs' remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief, in addition to disgorgement of Defendant's profits, and corrective advertising costs.

FIFTH CAUSE OF ACTION

(Common Law Trademark Infringement)

87. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1-44 of this Complaint as though fully set forth here.

88. "A trademark infringement and unfair competition action under Texas common law presents essentially 'no difference in issues than those under federal trademark infringement

claims.”” *Horseshoe Bay Resort Sales Co. v. Lake Lyndon B. Johnson Improvement Corp.*, 53 S.W. 3d 799, 806 n. 3 (Tex. App.—Austin 2001, pet. denied) (quoting *Zapata Corp. v. Zapata Trading Int’l, Inc.*, 841 S.W. 2d 45, 47 (Tex. App.—Houston [14th Dist.] 1992, no writ)).

89. The above-described acts of Defendant constitute common law trademark infringement.

90. The above-described acts of Defendant unfairly and wrongfully exploit Plaintiffs’ trademark, goodwill and reputation.

91. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the trademark.

92. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

93. By reason of the above-described acts of Defendant, Plaintiffs have suffered an ascertainable loss, including damage to the goodwill associated with its trademark.

94. Defendant has unfairly profited from the actions alleged.

95. By reason of Defendant’s acts, Plaintiffs’ remedy at law is not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief, in addition to monetary relief such as disgorgement of Defendant’s profits, and corrective advertising costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendant as follows:

1. That the Court enter a judgment against Defendant that Defendant has:
 - a. Infringed the rights of Plaintiff NNAS in its federally registered Wegovy[®] mark, in violation of 15 U.S.C. § 1114(1);

- b. Infringed the rights of Plaintiffs in the Wegovy® mark and engaged in unfair competition, in violation of 15 U.S.C. § 1125(a);
 - c. Engaged in false and misleading advertising and promotion, in violation of 15 U.S.C. § 1125(a);
 - d. Engaged in unfair competition and trademark infringement under the common law of Texas.
2. That each of the above acts was willful.
 3. That the Court preliminarily and permanently enjoin and restrain Defendant and its agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendant, from:
 - a. Using the trademark Wegovy®, or any marks, names or designations confusingly similar to it, 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 infringes any rights of Plaintiffs in and to the Wegovy® mark or any similar marks;
 - b. Falsely stating or suggesting that any Unapproved Compounded Drugs are genuine Wegovy® products, that Defendant is associated or connected in any way with Plaintiffs or Plaintiffs' products, or that Defendant's Unapproved Compounded Drugs are approved by the FDA;
 - c. Falsely stating or suggesting that Defendant's Unapproved Compounded Drugs have been proven to achieve certain therapeutic results or effects;

- d. Engaging in any unfair competition with Plaintiffs; and/or
- e. Engaging in any deceptive acts or practices.

4. Requiring Defendant, its agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendant, to engage in corrective advertising by informing consumers that Defendant is not and never has been authorized, affiliated, sponsored, approved, or related to Plaintiffs or genuine Wegovy[®] products and that Defendant's Unapproved Compounded Drugs are not and have never been genuine Wegovy[®] products or approved by the FDA.

5. That Plaintiffs be awarded monetary relief in the form of disgorgement of Defendant's profits for Defendant's trademark infringement, false advertising and unfair competition and that this monetary relief be trebled due to Defendant's willfulness, in accordance with the provisions of 15 U.S.C. § 1117 and any applicable state laws.

6. That Plaintiffs be awarded all Defendants' profits resulting from Defendant's infringement of Plaintiffs' rights and by means of Defendant's unfair competition.

7. That Defendant be ordered to account for and disgorge to Plaintiffs all amounts by which Defendant has been unjustly enriched by reason of Defendant's unlawful actions.

8. That Plaintiffs be awarded punitive damages by reason of Defendant's willful unlawful actions.

9. For pre-judgment and post-judgment interest on all damages.

10. That the Court award Plaintiffs their reasonable attorneys' fees pursuant to 15 U.S.C. § 1117 and any other applicable provision of law.

11. That the Court award Plaintiffs the costs of suit incurred herein.

12. For such other or further relief as the Court may deem just and proper.

DATED: June 20, 2023

Respectfully submitted,

King & Spalding LLP

By: /s/ Nicole Bronnimann

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NOVO NORDISK A/S and
NOVO NORDISK INC.

EXHIBIT A

United States of America

United States Patent and Trademark Office

WEGOVY

Reg. No. 6,585,492

Registered Dec. 14, 2021

Int. Cl.: 5

Trademark

Principal Register

Novo Nordisk A/S (DENMARK LIMITED LIABILITY COMPANY)

Novo Allé

DK-2880 Bagsvaerd

DENMARK

CLASS 5: Pharmaceutical preparations for weight reduction and long term weight loss maintenance

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

PRIORITY DATE OF 10-28-2020 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1573383 DATED 10-29-2020, EXPIRES 10-29-2030

SER. NO. 79-303,393, FILED 10-29-2020



A handwritten signature in black ink, appearing to read "Dawn H. H. H. H.".

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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

Requirements in the First Ten Years*

What and When to File:

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

Requirements in Successive Ten-Year Periods*

What and When to File:

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

Grace Period Filings*

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

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

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

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

EXHIBIT B



ERECTILE DYSFUNCTION | TESTOSTERONE | WEIGHT LOSS | SEXUAL HEALTH | VITAMIN INJECTIONS

Semaglutide (Wegovy)

No Special Diets. No Difficult Workouts. Just RESULTS.



We need a new tool to help us lose weight, and it is here!

Semaglutide Weight Loss Program

A New Potent Once Weekly Weight Loss Injection.
Weekly Weigh-ins.
16-24 Weeks For Best Results.

~~\$1,000~~ \$499 per month

with medication
(1 injection a week)

Start Now

Weight loss can be hard!

Eating right and exercising well may simply not be enough, especially as we age.

How much weight have people lost with Semaglutide (Wegovy™)?

Adults lost on average approximately 35 lbs or 15% of body weight while taking Wegovy.

How does Semaglutide Work?

Every day, the brain receives signals from different places in the body. Some of these signals, called appetite hormones, **help regulate your food intake**. Once weekly Semaglutide reduces appetite. Semaglutide™ works by mimicking a hormone that targets areas of the brain involved in regulating appetite and food intake. This can help you eat less, which can lead to WEIGHT LOSS.

How the Semaglutide Program Works

The Semaglutide Weight Loss program is a in office or virtually-consulted program that can be undertaken completely from your own home. All appointments can be conducted virtually with the provider.

In 2 months, you could lose up to 25 pounds.
In 4 months, you could lose up to 50 pounds or more!
You can repeat this program as many times as you wish!

No special diets.

No difficult work outs.

Just inject once a week, and watch your weight drop.

Champion Health and Wellness Clinics are full-service hormone replacement and sexual wellness clinics serving the greater Houston area.

4295 San Felipe Street
Suite 335
Houston, TX 77027

Email: info@championhealthandwellness.com
Phone: 281-501-0611
Hours: Mon-Fri 9:00 am - 5:00 pm



ERECTILE DYSFUNCTION | TESTOSTERONE | WEIGHT LOSS | SEXUAL HEALTH | VITAMIN INJECTIONS

Optimize Your Energy

With Our Concierge Services That Are Easy, Simple And Safe.

Hormone Therapy Optimization



Schedule a Free Consultation Today



We're a different kind of clinic. We only offer care to a limited number of patients so that we can provide the elite service that **you deserve**. Our signature **Concierge Service** means that you will get the one-on-one attention of a nurse practitioner who will monitor your care during your entire treatment. You will have 24/7 access if you have questions or concerns. Your treatment will be uniquely designed for you and your body's specific needs. We will regularly monitor your lab work and provide professional recommendations. There are no membership fees but monthly subscriptions are required*.

Schedule a free consultation today.

*exception includes Basic ED treatment

Our Services

Each of our services are customized to your unique needs. We offer a concierge service so that you always receive the maximum benefits of your individualized treatments.



Erectile Dysfunction (ED) Therapy

Enhance your sexual stamina with Viagra, Cialas, and other options.



Men's Testosterone Replacement Therapy

We offer in-office or at-home injections or pellet therapy.



Women's Hormone Replacement Therapy

Bio-Identical Pellet insertion every 3-4 months.



Sexual Health And Desire

Arousal and performance enhancement for men and women.



Hair Restoration Therapy

We offer single and package treatments for hair loss and thinning hair.



Thyroid Replacement Therapy

Regain your youthful energy and vitality.



Medical Weight Loss

Guaranteed weight loss personalized plans with FDA approved options.



Vitamin Injections

Vitamins & antioxidants to make you feel better fast.

[Schedule a Free Consultation](#)

Why Champion Health and Wellness Clinics?



Trusted Nurse Practitioners



Elite Concierge Service



Managed Care



Convenient And Confidential



Client Testimonials

I played professional football for 9 yrs and Cynthia has personally given me advice on how to handle some of my post career injuries. She's very knowledgeable about her profession but most importantly she has a kind heart and spirit about her. You don't find that too often in the medical field. She takes a personal interest in the care of her patients. I've dealt with many doctors throughout my career and she is definitely one of a kind.

Kenneth Davidson
Pittsburgh Steelers

"The service that I received from Champion Health & Wellness clinic was excellent. The staff is friendly and ensures that I am properly informed about my health and care. I would gladly recommend them to friends and family."

Jason Branch

"I was very pleased by the professionalism that was shown during the consultation visit. I highly recommend this office."

Lynn

Champion Health and Wellness Clinics are full-service hormone replacement and sexual wellness clinics serving the greater Houston area.

**4295 San Felipe Street
Suite 335
Houston, TX 77027**

✉ Email: info@championhealthandwellness.com
☎ Phone: 281-501-0611
🕒 Hours: Mon-Fri 9:00 am - 5:00 pm

✉ Email: info@championhealthandwellness.com ☎ Phone: 281-501-0611 🕒 Hours: Mon-Fri 9:00 am - 5:00 pm
4295 San Felipe St., Suite 335, Houston, TX 77027

Champion Health and Wellness Clinics are full-service hormone replacement and sexual wellness clinics serving the greater Houston area.



Other Deals That Might Interest You



Bowlero
4.7 ★★★★★ 46913 Ratings
~~\$103.52~~ **\$36**
Two Hours of Bowling



Weight Loss MD
700 East Speer Boulevard, Denver
4.7 ★★★★★ 3244 Ratings
~~\$399~~ **\$149**
\$122.18 Limited Time
Semaglutide Weight Loss Program



Beaches Tanning Center
3018 North Nevada Avenue, Colorado...
4.6 ★★★★★ 3623 Ratings
~~\$110~~ **\$7 \$5.74 Limited Time**
Spray-Tan Sessions

Local > Health & Fitness > Weight Loss > Nutritionist

Champion Health and Wellness Clinics

Up to 80% Off on Online Nutritional / Weight-Loss at Champion Health and Wellness Clinics

4.1 ★★★★★ 182 Groupon Ratings



- Semaglutide (Wegovy) Weight Loss Program (First Month); Shipping not included; Online Weight Loss Program
\$997
Not Yet Available
- Semaglutide (Wegovy) Weight Loss Program (Two Month); Shipping not included; Online Weight Loss Program
\$997
Not Yet Available

[See Similar Deals](#)

Share This Deal
Like 0

Highlights

After a consultation, clients may receive injections to help manage their weight.

About This Deal

How customers are supposed to participate: this is a phone call. Customers can request a video call —the merchant provides all necessary information and links after a consult form has been submitted.

Semaglutide (Wegovy) Weight Loss Program (First Month); Shipping not included; Online Weight Loss Program

Semaglutide (Wegovy) Weight Loss Program (Two Month); Shipping not included; Online Weight Loss Program

What's included:

- Telemedicine consultation
- Starter dose of medication (if prescribed)
- Medication (if prescribed)
- Unlimited follow-up texting with their doctor
- All materials needed to administer the medication
- Priority support
- Shipping charge not included and will be due upon checkout
- Semaglutide (Wegovy) aims to reduce appetite and works by mimicking a hormone that targets areas of the brain involved in regulating appetite and food intake.
- Please note that this deal is for one month at the starting dose of Semaglutide (Wegovy) (Wk1: 0.25mg Wk2: 0.5mg Wk3: 0.75mg Wk 4 1.0mg)
- Shipping not included

Like 0

Fine Print

Promotional value expires 180 days after purchase. Amount paid never expires. Online redemption only. Semaglutide cannot be prescribed to anyone with the following and should not be purchased: BMI under 30, eating disorder, gallbladder disease, drug or alcohol abuse, recent bariatric surgery, pancreatitis, medullary thyroid cancer, currently pregnant or breastfeeding, planning to become pregnant, Diabetic retinopathy, Multiple endocrine neoplasia type 2, family history of medullary thyroid carcinoma. Telemedicine consultation, the medication (if prescribed), unlimited follow-up texting with your prescribing doctor all materials needed to administer the medication, and priority support. This Groupon purchase is for one month only. The monthly charges after month one are \$399 per month. Limit 1 per person(s), may buy 1 additional as gift(s). May be repurchased every 180 days. Merchant is solely responsible to purchasers for the care and quality of the advertised goods and services. Learn about Strike-Through Pricing and Savings

Groupon Customer Reviews

4.1 ★★★★★ 182 Groupon Ratings

Sort by: Highest Rated

100% Verified Reviews
All Groupon reviews are from people who have redeemed deals with this merchant. Review requests are sent by email to customers who purchased the deal.

Cathie
2 ratings 2 reviews
★★★★★ · 11 hours ago

Like 0

I lost 9 lbs my first week, 1m in my second week now. The process was VERY fast and simple. The staff has been extremely attentive!! Highest regards.

Helpful

D Deanna Top Reviewer
 ☆ 26 ratings □ 23 reviews
 ★★★★★ · 4 days ago

Love it

Helpful

M Mike
 ☆ 2 ratings □ 1 reviews
 ★★★★★ · May 23, 2023

The shots are effective and the staff is friendly.

Helpful

N Nicole Helpful Reviewer
 ☆ 6 ratings □ 2 reviews
 ★★★★★ · May 16, 2023

This process was fast! I can't speak to the medication delivery while I live in PA my daughter just happened to be vacationing in Houston! I purchased the Groupon on Sunday Had my consult over the phone on Monday. I called the Pharmacy yesterday you will need to have patients it took 1:40 minutes to get someone on the phone, but I was able to schedule and have my daughter pick up the med today!

Helpful

M Meghan
 ☆ 2 ratings □ 1 reviews
 ★★★★★ · May 11, 2023

omg... can't say enough!!!! Everyone from day one has been amazingly supportive!!! Month one down 11pounds!!! yay me! I will recommend for days everyone I easy to communicate via text , phone etc... Many other companies could learn from the customer service I was provided!!!!5 stars all the way!!!!

Helpful

[See All Reviews](#)

About Champion Health and Wellness Clinics

We are a different kind of clinic. We only provide care to a limited number of patients so we can provide the elite service you deserve. Our dedicated concierge service means you will receive individual attention from a nurse who will oversee your care throughout your treatment. If you have questions or concerns, you are available 24/7. Your treatment will be uniquely designed for you and your body's specific needs. We will continuously monitor your lab work and provide professional advice.

Champion Health and Wellness Clinics
 • [Company Website](#)

\$997
 Not Yet Available

[See Similar Deals](#)

Share This Deal
 [Social sharing icons]

Sponsored deals for you

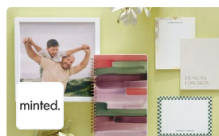
1 of 3



HelloFresh Meal Kit Deliveries ...
 4.1 ★★★★★ ☆ 24407 Ratings
~~\$70.99~~ **\$22 \$21** Limited Time
 Meal Kit Deliveries



Free Dog Bed with First Dog Toy
 Subscription Box from Super ...
 Super Chewer - 1 Coupon



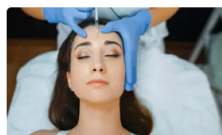
15% Off + FREE Shipping With
 Minted Father's Day Coupon C...
 minted - 1 Coupon



Up To 75% Off With Keto Cycle
 App + Keto Fuel
 Keto Cycle - 1 Coupon

Similar deals

1 of 3



Up to 66% Off on Injection-Other-
 Dysport, Xeomin at Bea...
 941 Brickell Ave, floor 1 suit 1, Miami • 0...
 4.3 ★★★★★ ☆ 6 Ratings
~~\$200~~ **\$100** From **\$80** Limited Time
 Beauty Perfections Med Spa
 30+ bought

[Book Online](#)



One Classic Custom ButcherBox
 - 9-14lbs of High-Quali...
 4.2 ★★★★★ ☆ 1128 Ratings
~~\$149~~ **\$99** .41% OFF
 ButcherBox
 110+ bought



Seven Week Semaglutide Weight
 Loss Management Program a...
 8501 SW 124th Ave, Miami - 13.8 mi
 4.8 ★★★★★ ☆ 1764 Ratings
~~\$230~~ **\$30 \$27** Limited Time
 CLP MED SPA
 250+ bought



50 or 100 Units of Dysport at
 Miami Surgical Center (86...
 5733 Northwest 7th Street, Miami • 6.2 mi
 4.7 ★★★★★ ☆ 510 Ratings
~~\$600~~ **\$402**
 From **\$81.60** Limited Time
 Miami Surgical Center
 1040+ bought

Recommended deals

1 of 3



Two Hours of Bowling and Shoe
 Rentals for Two, Four, or...
 11401 Northwest 12th Street, Miami • 11...
 4.7 ★★★★★ ☆ 46874 Ratings



Up to 73% Off on Weight Loss
 Program / Center at Weight...
 4.6 ★★★★★ ☆ 271 Ratings
~~\$200~~ **\$43**



Sam's Club One-Year Membership
 (Up to 60% Off)
 8425 Northwest 13th Terrace, Doral • 9 mi
 4.3 ★★★★★ ☆ 111525 Ratings



Up to 75% Off 2 Month Treatment
 Semaglutide at Champio...
 4.1 ★★★★★ ☆ 181 Ratings
~~\$2,000~~ **\$499** 75% OFF

\$103.52 From \$36 65% OFF

Bowlero

104720+ bought

\$108.24 Limited Time

WEightCare

5560+ bought

\$50 \$25 From \$20 Limited Time

Sam's Club One-Year Membership

25000+ bought

Champion Health and Wellness Clinics

210+ bought

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Weight Loss



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Sign up for the latest deals

Email Address



By subscribing, I agree to the Terms of Use and have read the Privacy Statement.



Local > Health & Fitness > Weight Loss

Champion Health and Wellness Clinics

Up to 75% Off 2 Month Treatment Semaglutide at Champion Health and Wellness Clinics

4.1 ★★★★★ 181 Groupon Ratings



Semaglutide Weight Loss - Two Month Accelerated Program

~~\$2,000~~ **\$499** 75% Off

4 interest-free payments of \$124.75 with **Klarna**. [Learn More](#)

200+ bought

Over 200 views today, so act now!

Buy Now

Give as a Gift

Share This Deal

📧 🌐 📧 📧 **Like 2**

Highlights

If eligible after consultation, prescription for 2 months of Semaglutide. All done 100% Online from your phone or computer.

About This Deal

FASTER RESULTS WITH 2 MONTH SUPPLY

BEST VALUE FOR QUICK RESULTS

Eligible Members Lose 53+ lbs Without Diet or Exercise With Semaglutide.

Semaglutide is a safe, doctor-prescribed GLP-1 medication.

Not valid for Residents of CANADA

What's Included?

After Groupon Voucher Purchase:

You will need to fill out the Schedule a Free Consultation on our website www.championhealthandwellness.com

Also provide your Groupon Redemption Code.

After submitting the Free Consultation Form, your Voucher will be Redeemed and your medication ordered through our Pharmacy for processing.

Someone will then contact you from Champion Health and Wellness Clinics to schedule your initial telephone consultation.

- Please note that this deal is for 2 Months Supply
- You will be at Full Dose 2.5mg by the 8th week on Semaglutide
- The monthly charges after two month special are \$399 per month plus shipping.
- You Can Cancel ANYTIME after initial purchase.
- Semaglutide consists of 1 injection per week for 8-weeks.
- Semaglutide is the Gold Standard in Medical Weight Loss.
- FDA approved.
- Studies show a 15+% body Weight Loss (Avg 35lbs).

We have seen Tremendous Long Term Weight Loss Success with this program.

Weight Loss with Semaglutide has shown to:

- Decrease Blood Pressure,
- A1C (blood sugar) Levels and
- Decreases Risk of other Chronic Diseases.

HOW DOES SEMAGLUTIDE WORK?

Semaglutide mimics the effect of "feeling full" resulting in a Decreased Caloric Intake.
 Semaglutide will Delay Gastric Emptying by reducing glucagon secretion in a glucose-dependent manner.
 The Delay in Gastric Emptying can Reduce Appetite, Improve Control of Eating, and Reduce Food Cravings.
 You will Experience all the Above Benefits as the Dose of Semaglutide increases each month.

START YOUR WEIGHT LOSS JOURNEY TODAY!

Price Includes: Consult, Prescription Medication: Compounded Semaglutide with B12, Recommended Healthy Eating, Medication Supplies: Syringes and Alcohol Pads and Free Shipping.

Semaglutide cannot be prescribed to anyone with the following and should not be purchased:

BMI under 27, eating disorder, gallbladder disease, drug or alcohol abuse, recent bariatric surgery, pancreatitis, medullary thyroid cancer, currently pregnant or breastfeeding, planning to become pregnant, Diabetic retinopathy, Multiple endocrine neoplasia type 2, family history of medullary thyroid carcinoma.

Like 2

Like 2

Like 2

Fine Print

Promotional value expires 120 days after purchase. Amount paid never expires. Appointment required, contact online at <https://www.optimantra.com/optimus/om/public/customQuestionnaireForm?did=2455&uid=7229&pid=17071748&custQstId=6308>. Subscription will automatically renew at the regular price of a non-discounted monthly subscription at the end of the subscription purchased, unless cancelled with merchant. Consult and prescription included. Semaglutide cannot be prescribed to anyone with the following and should not be purchased: BMI under 27, eating disorder, gallbladder disease, drug or alcohol abuse, recent bariatric surgery, pancreatitis, medullary thyroid cancer, currently pregnant or breastfeeding, planning to become pregnant, Diabetic retinopathy, Multiple endocrine neoplasia type 2, family history of medullary thyroid carcinoma. Telemedicine consultation, the medication (if prescribed), unlimited follow-up texting with your prescribing doctor all materials needed to administer the medication, priority support. Not valid in Canada. This Groupon purchase is for two months only. The monthly charges after month two are \$399 per month plus shipping. To cancel get in touch with customer service. Consultation required; non-candidates and other refund requests will be honored before service provided Limit 1 per person(s), may buy 1 additional as gift(s). Consultation required before service. If you are ineligible, a refund will be provided. Merchant is solely responsible to purchasers for the care and quality of the advertised goods and services. [Learn about Strike-Through Pricing and Savings](#)

Groupon Customer Reviews

4.1 ★★★★★
181 Groupon Ratings

Sort by: Highest Rated ▾

100% Verified Reviews
All Groupon reviews are from people who have redeemed deals with this merchant. Review requests are sent by email to customers who purchased the deal.

Like 2

Cathie
★ 2 ratings □ 2 reviews
★★★★★ · 10 hours ago

I lost 9 lbs my first week, Im in my second week now. The process was VERY fast and simple. The staff has been extremely attentive!! Highest regards.

Helpful

Deanna Top Reviewer
★ 26 ratings □ 23 reviews
★★★★★ · 4 days ago

Love it

Helpful

Mike
★ 2 ratings □ 1 reviews
★★★★★ · May 23, 2023

The shots are effective and the staff is friendly.

Helpful

Nicole Helpful Reviewer
★ 6 ratings □ 2 reviews
★★★★★ · May 16, 2023

This process was fast! I can't speak to the medication delivery while I live in PA my daughter just happened to be vacationing in Houston! I purchased the Groupon on Sunday Had my consult over the phone on Monday. I called the Pharmacy yesterday you will need to have patients it took 1:40 minutes to get someone on the phone, but I was able to schedule and have my daughter pick up the med today!

Helpful

Like 2

Meghan
★ 2 ratings □ 1 reviews
★★★★★ · May 11, 2023

omg.. can't say enough!!!! Everyone from day one has been amazingly supportive!!! Month one down 11pounds!!! (yay me) I will recommend for days everyone I easy to communicate via text , phone etc... Many other companies could learn from the customer service I was provided!!!!5 stars all the way!!!

Helpful

[See All Reviews](#)

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We are a different kind of clinic. We only provide care to a limited number of patients so we can provide the elite service you deserve. Our dedicated concierge service means you will receive individual attention from a nurse who will oversee your care throughout your treatment. If you have questions or concerns, you are available 24/7. Your treatment will be uniquely designed for you and your body's specific needs. We will continuously monitor your lab work and provide professional advice.

Champion Health and Wellness Clinics

- [Company Website](#)

Like 2

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1 of 3 ◀ ▶



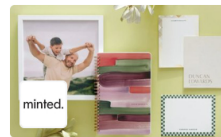
Up To 75% Off With Keto Cycle App + Keto Fuel
Keto Cycle - 1 Coupon



Aurora Medical Weight Loss
15230 East Iliff Avenue, Aurora
4.2 ★★★★★ 548 Ratings
~~\$519~~ **\$49** **\$40.18** Limited Time
Weight Loss Program



HelloFresh Meal Kit Deliveries ...
4.1 ★★★★★ 24407 Ratings
~~\$70.93~~ **\$22** **\$21** Limited Time
Meal Kit Deliveries



15% Off + FREE Shipping With Minted Father's Day Coupon ...
minted - 1 Coupon

Similar deals

1 of 3 ◀ ▶



Seven Week Semaglutide Weight Loss Management Program a...
 8501 SW 124th Ave, Miami • 13.8 mi
 4.8 ★★★★★ 1764 Ratings
~~\$230~~ ~~\$30~~ **\$27** **Limited Time**
 CLP MED SPA
 250+ bought



Semaglutide Weight-Management Program from Invigor M...
 4.1 ★★★★★ 1411 Ratings
~~\$999~~ ~~\$455~~
\$127.10 **Limited Time**
 Invigor Medical
 800+ bought



Semaglutide Weight Management Program (First Month) at...
 4.9 ★★★★★ 143 Ratings
~~\$1,500~~ ~~\$450~~ **\$135** **Limited Time**
 Age Management Optimal Wellness
 250+ bought



Up to 73% Off on Weight Loss Program / Center at Weight...
 4.6 ★★★★★ 271 Ratings
~~\$399~~ ~~\$432~~
\$108.24 **Limited Time**
 WeightCare
 5560+ bought

Recommended deals

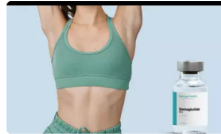
1 of 3 < >



Up to 89% Off on Weight Loss Program / Center at bmiMD...
 4.4 ★★★★★ 193 Ratings
~~\$999.99~~ ~~\$110~~ **\$110** **89% OFF**
 bmiMD.com
 2830+ bought



Up to 54% Off on Weight Loss Program / Center at G2 Tel...
 4.9 ★★★★★ 11 Ratings
~~\$365~~ ~~\$168~~ **\$168** **54% OFF**
 G2 Telemedicine Weight Loss Clinic
 210+ bought



Up to 60% Off on Medical Check-Up / Physical at Synergy...
 4.4 ★★★★★ 59 Ratings
~~\$399~~ ~~\$196~~
\$160.72 **Limited Time**
 100% Online Semaglutide Weight Loss P...
 100+ bought



Super MIC B12 Lipotropic Patches + Online Weight Loss &...
 3.7 ★★★★★ 552 Ratings
~~\$168~~ ~~From \$39~~ **\$39** **77% OFF**
 Medical Weight Loss by Healthogenics
 20+ bought

Other deals from the same merchant

1 of 1 < >



Up to 84% Off Semaglutide at Champion Health and Welln...
 4.1 ★★★★★ 181 Ratings
~~\$999~~ ~~\$160~~ **\$160** **84% OFF**
 Champion Health and Wellness Clinics
 2770+ bought

Customer support

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Company

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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

Novo Nordisk A/S and Novo Nordisk Inc.

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Nicole Bronnimann, King & Spalding LLP, 1100 Louisiana Street, Suite 4100, Houston, TX 77002-5213, (713) 751-3200: see attachment

DEFENDANTS

Champion Health and Wellness Clinics LLC

County of Residence of First Listed Defendant Travis County (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, Intellectual Property Rights, etc.

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, 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; 15 U.S.C. § 1125. Brief description of cause: Trademark infringement; unfair competition; false and misleading advertising and promotion

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 SIGNATURE OF ATTORNEY OF RECORD

06/20/2023

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 pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS**

NOVO NORDISK A/S AND NOVO
NORDISK INC.

Plaintiffs,

v.

CHAMPION HEALTH AND WELLNESS
CLINICS LLC,

Defendant.

Case No. _____

**ADDENDUM TO JS-44: ATTORNEYS OF RECORD FOR PLAINTIFFS NOVO
NORDISK A/S AND NOVO NORDISK INC.**

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