

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

NOVO NORDISK A/S AND NOVO  
NORDISK INC.,

Plaintiffs,

v.

EKZOTIKA CORP D/B/A COSMETIC  
LASER PROFESSIONALS MED SPA,

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 Ekzotika Corp d/b/a Cosmetic Laser Professionals Med Spa (“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<sup>®</sup> (semaglutide) injection 2.4 mg, for chronic weight management, and Ozempic<sup>®</sup> (semaglutide) injection 0.5 mg, 1 mg, or 2 mg and Rybelsus<sup>®</sup> (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<sup>®</sup>, Ozempic<sup>®</sup>, and Rybelsus<sup>®</sup>. 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<sup>®</sup> mark and Defendant's acts of false advertising and unfair competition.

**Novo Nordisk's FDA-Approved Semaglutide Product,  
Wegovy<sup>®</sup>, and Registered Trademark**

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

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

7. Wegovy<sup>®</sup> has a unique safety and efficacy profile which is detailed in its product label.

8. Wegovy<sup>®</sup> 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<sup>®</sup> has been extensively studied in clinical trials and is FDA-approved.

10. Novo Nordisk does not sell its FDA-approved semaglutide product, Wegovy<sup>®</sup>, to Defendant, for resale or redistribution.

11. Novo Nordisk first adopted and used the Wegovy<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> mark, NNAS owns valuable common law rights in and to the Wegovy<sup>®</sup> 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.”<sup>1</sup>

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

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

21. Defendant also falsely advertises its Unapproved Compounded Drugs online by making statements that describe Wegovy<sup>®</sup>, but are false or misleading as to Defendant’s Unapproved Compounded Drugs.

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<sup>1</sup> 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 claims or implies 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<sup>®</sup> mark, including in advertising and promotion online, including the online platform Groupon, to its customers who, upon information and belief, are seeking to buy but are in fact not buying genuine Wegovy<sup>®</sup> products.

24. Defendant's prominent and misleading use of the Wegovy<sup>®</sup> mark is likely to cause consumers to falsely believe that they are actually purchasing genuine Wegovy<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> products in the United States.

30. Cosmetic Laser Professionals Med Spa (“CLP Med Spa”) is a fictitious name entity registered in Florida with a registered business address at 9644 SW 72 Street, Miami, Florida 33173, in this judicial district. CLP Med Spa operates at 8501 SW 134th Avenue, #212A, Miami, Florida 33183, in this judicial district. CLP Med Spa sells and promotes Unapproved Compounded Drugs masquerading as Wegovy<sup>®</sup> and/or uses the Wegovy<sup>®</sup> mark in its advertising and promotion of Unapproved Compounded Drugs that are not Wegovy<sup>®</sup>.

31. Defendant Ekzotika Corp is a Florida corporation with a business address at 8501 SW 124th Avenue, Suite #212A, Miami, Florida 33183, in this judicial district. Defendant Ekzotika Corp is a fictitious name owner and principal of CLP Med Spa. By and through CLP Med Spa, Defendant Ekzotika Corp sells and promotes Unapproved Compounded Drugs masquerading as Wegovy<sup>®</sup> and/or uses the Wegovy<sup>®</sup> mark in its advertising and promotion of Unapproved Compounded Drugs that are not Wegovy<sup>®</sup>.

### **JURISDICTION AND VENUE**

32. 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).

33. 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<sup>®</sup> TRADEMARK**

34. 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**.

35. The Wegovy® trademark is inherently distinctive.

36. 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.

37. 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.

38. 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**

39. Long after Novo Nordisk's first use of the Wegovy® mark at least as early as in 2021, long after NNAS's priority date of 2020 for the Wegovy® trademark, and long after NNAS secured federal registrations 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**.

40. Defendant promotes its Unapproved Compounded Drugs by placing offers on the Groupon online platform that read: "Groupon deal is for one week of Wegovy/Semaglutide for \$30," and "Eligible Members Lose 30+ lbs without diet or exercise with Wegovy/Semaglutide." Throughout its Groupon offers, Defendant describes its Unapproved Compounded Drugs as



“Wegovy/Semaglutide.” The image below is a true and correct representation of information on the website <https://www.groupon.com/deals/clp-med-spa-20> as of the date of this Complaint.

## About This Deal

Includes:

- Groupon deal is for one week of Wegovy/Semaglutide for \$30, minimum 7 weeks required
- Eligible Members Lose 30+ lbs without diet or exercise with Wegovy/Semaglutide. Individual results vary
- Price includes: FREE Consultation, Prescription Medication: Compounded Semaglutide, Recommended Healthy Eating Plan, Medication Supplies: Syringes and Alcohol Pads and FREE Shipping.
- FREE shipping Not valid for Alabama, Arkansas, California, Hawaii, Kansas, Michigan, Minnesota
- Full kit, instructions, video training, syringes included

### **Groupon customers that continue their Semaglutide weight reduction program with CLP Med Spa:**

- Customers that extend their Wegovy/Semaglutide weight reduction plan past the duration of their initial Groupon will enjoy a discounted weekly charge of \$110/week. (Reg. \$165/wk)
- \$65 consultation is required for each prescription/refill.
- Weekly dose prescriptions can vary depending on where you are on the program, paid directly to the merchant included in the discounted weekly charge of \$110/wk.
- Over night shipping fees will apply: \$20 for all states except Florida. Florida residences pay \$10.
- Medication must be refrigerated between 36 °F to 46 °F (2 °C to 8 °C)

### **About Wegovy/Semaglutide:**

- Indicated for anyone who wishes to lose weight. Semaglutide injection 2.5 mg is indicated as an adjunct to a reduced calorie diet and increased physical activity for chronic weight management in adults with an initial body mass index (BMI) of  $\geq 30$  kg/m<sup>2</sup> (obesity) or  $\geq 27$  kg/m<sup>2</sup> (overweight) in the presence of at least one weight-related comorbid condition (e.g., hypertension, type 2 diabetes mellitus, or dyslipidemia)
- Dose escalation schedule: Medication is to be titrated up with a starting dose of .25mg every week for 4 weeks and increased .25mg every 4 weeks to the desired effect. Maintenance dose could be as high as 2.5mg weekly
- Medication must be refrigerated and kept cold during transport and storage.
- Wegovy/Semaglutide might not be right for you, consultation with a Doctor/Nurse Practitioner is required and continued consultations will be necessary
- Wegovy/Semaglutide is a safe, doctor-prescribed GLP-1 medication.
- Wegovy/Semaglutide mimics the effect of "feeling full" resulting in a Decreased Caloric Intake.
- Wegovy/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 Wegovy/Semaglutide increases each month.
- Wegovy/Semaglutide cannot be prescribed to anyone with the following and should not be purchased:

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



42. There is no need for Defendant to use the Wegovy<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> mark and/or otherwise falsely advertise its products as associated with or being Wegovy<sup>®</sup>, 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<sup>®</sup> mark is an inherently distinctive, strong, valid, and protectable trademark owned by Plaintiff NNAS.

47. Plaintiff NNAS’s trademark registration for its Wegovy<sup>®</sup> 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<sup>®</sup> mark for pharmaceutical preparations sold in the United States.

49. Defendant uses the Wegovy<sup>®</sup> 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<sup>®</sup> 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 a 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> products, and/or with the Wegovy<sup>®</sup> mark.

62. The above-described acts of Defendant constitute infringement of the Wegovy<sup>®</sup> 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<sup>®</sup> trademark.

65. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs, the Wegovy<sup>®</sup> 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, CLP Med Spa 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 Groupon offer, under the heading "About Wegovy/Semaglutide:" includes ten bullet points, many of which are false as to Defendant's Unapproved Compounded Drug. Defendant's Groupon offer reads that its Unapproved Compounded Drug is: "Indicated for anyone who wishes to lose weight." This is literally false because Defendant's Unapproved Compounded Drug is not FDA approved.

75. Defendant's Groupon offer also reads: "Wegovy/Semaglutide is a safe, doctor-prescribed GLP-1 medication." This is also false as to Defendant's Unapproved Compounded Drug, which has never been subject to a clinical trial as to its safety. Defendant's bullet points are likely to mislead readers into believing that Defendant is selling Wegovy® and not its Unapproved Compounded Drug.

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<sup>®</sup> trademark.

84. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the Wegovy<sup>®</sup> 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 monetary relief in the form of disgorgement of Defendant's profits, and corrective advertising costs.

**FIFTH CAUSE OF ACTION**

**(Violation of § 502.201, et seq., Florida Statutes)**

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. The above-described acts of Defendant constitute unfair methods of competition, and/or unconscionable, deceptive, or unfair acts or practices in violation of the laws of the State of

Florida, including Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), section 502.201, et seq., Florida Statutes.

89. FDUTPA is designed "[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair trade practices in the conduct of any trade or commerce."

90. The above-described acts of Defendant are made in the conduct of Defendant's business, trade or commerce.

91. The above-described acts of Defendant wrongfully exploit Plaintiffs' trademark in a manner likely to deceive the public and mislead reasonable consumers.

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

93. 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.

94. 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 Plaintiff's FDA-approved product, Wegovy<sup>®</sup>, not an Unapproved Compounded Drug that does not have the same safety, quality, and effectiveness assurances as approved drugs.

95. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with its trademark.

96. Defendant has unfairly profited from the actions alleged.

97. 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 in the form of 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<sup>®</sup> mark, in violation of 15 U.S.C. § 1114(1);
  - b. Infringed the rights of Plaintiffs in the Wegovy<sup>®</sup> 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 under the common law of Florida and the Florida Deceptive and Unfair Trade Practices Act.
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<sup>®</sup>, 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<sup>®</sup> mark or any similar marks;

- b. Falsely stating or suggesting that any Unapproved Compounded Drugs are genuine Wegovy<sup>®</sup> 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<sup>®</sup> products and that Defendant's Unapproved Compounded Drugs are not and have never been genuine Wegovy<sup>®</sup> 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 Defendant's 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, the Florida Deceptive and Unfair Trade Practices Act, 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,

By: /s/ W. Randall Bassett

W. Randall Bassett

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# 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 "Dennis Hanford".

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>.**

NISSAN THE 2023 NISSAN ALTIMA 2.99% APR FINANCING FOR WELL-QUALIFIED BUYERS 36 MONTHS BUILD YOURS SHOP NOW

Local > Health & Fitness > Weight Loss

### CLP MED SPA

8501 SW 124th Ave #212a, Miami  
 Seven Week Semaglutide Weight Loss Management Program at CLP MED SPA  
 4.8 ★★★★★ 1,764 Groupon Ratings



Seven Week Semaglutide Weight Management Program  
~~\$230~~ \$30 87% off  
 \$27 with promo 5 hours left  
 200+ bought

Extra 10% off, up to \$50  
 Promo Code SAVE. Ends 6/7. Apply

Over 400 views today, so act now!

Buy Now

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### Highlights

Weight Management Program awaits at CLP MED SPA!

### About This Deal

Includes:

- Groupon deal is for one week of Wegovy/Semaglutide for \$30, minimum 7 weeks required
- ligible Members Lose 30+ lbs without diet or exercise with Wegovy/Semaglutide. Individual results vary
- Price includes: FREE Consultation, Prescription Medication: Compounded Semaglutide, Recommended Healthy Eating Plan, Medication Supplies: Syringes and Alcohol Pads and FREE Shipping.
- FREE shipping Not valid for Alabama, Arkansas, California, Hawaii, Kansas, Michigan, Minnesota
- Full kit, instructions, video training, syringes included

Like 1

#### Groupon customers that continue their Semaglutide weight reduction program with CLP Med Spa:

- Customers that extend their Wegovy/Semaglutide weight reduction plan past the duration of their initial Groupon will enjoy a discounted weekly charge of \$110/week. (Reg. \$165/wk)
- \$65 consultation is required for each prescription/refill.
- Weekly dose prescriptions can vary depending on where you are on the program, paid directly to the merchant included in the discounted weekly charge of \$110/wk.
- Over night shipping fees will apply: \$20 for all states except Florida. Florida residences pay \$10.
- Medication must be refrigerated between 36 °F to 46 °F (2 °C to 8 °C)

#### About Wegovy/Semaglutide:

- Indicated for anyone who wishes to lose weight. Semaglutide injection 2.5 mg is indicated as an adjunct to a reduced calorie diet and increased physical activity for chronic weight management in adults with an initial body mass index (BMI) of ≥30 kg/m2 (obesity) or ≥27 kg/m2 (overweight) in the presence of at least one weight-related comorbid condition (e.g., hypertension, type 2 diabetes mellitus, or dyslipidemia)
- Dose escalation schedule: Medication is to be titrated up with a starting dose of .25mg every week for 4 weeks and increased .25mg every 4 weeks to the desired effect. Maintenance dose could be as high as 2.5mg weekly
- Medication must be refrigerated and kept cold during transport and storage.
- Wegovy/Semaglutide might not be right for you, consultation with a Doctor/Nurse Practitioner is required and continued consultations will be necessary
- Wegovy/Semaglutide is a safe, doctor-prescribed GLP-1 medication.
- Wegovy/Semaglutide mimics the effect of "feeling full" resulting in a Decreased Caloric Intake.
- Wegovy/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 Wegovy/Semaglutide increases each month.
- Wegovy/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 1

### Fine Print

Promotional value expires 90 days after purchase. Amount paid never expires. Appointment required, contact by phone at (305) 456-1170. Limit 1-redemption per customer, per Groupon campaign. Telehealth Appointment required; rescheduling or cancellation less than 24-hour results in a \$25 fee. A credit card or debit card number will be kept on file and charged accordingly. Appointment and consultation required; contact online at: <https://cosmeticiasestherprofessionals.com/health-services/>. Not valid for Alabama, Arkansas, California, Hawaii, Kansas, Michigan, and Minnesota. Customers that extend their Wegovy/Semaglutide weight reduction plan past the duration of their initial Groupon will enjoy a discounted weekly charge of \$110/week. \$65 consultation is required for each prescription, weekly dose prescriptions can vary depending on where you are on the program, paid directly to the merchant. Over night shipping fees will apply: \$20 for all states except Florida. Florida residences pay \$10. Limit 1 per person. 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

4.8 ★★★★★ 1,764 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.

staff service experience spa facial appointment massage See More

E Elissa

Like 1



★★★★★ · May 30, 2023

Love them!

Helpful

CLP MED SPA replied View Comment +

**E Emily**  
☆ 8 ratings □ 4 reviews

★★★★★ · May 27, 2023

From the start they requested a note from my oncologist to make sure i could take the medicine so very thorough! i had a few questions and each time i reached out they always responded right away! Great service!

Helpful

CLP MED SPA replied View Comment +

**L Laura** Top Reviewer Helpful Reviewer  
☆ 48 ratings □ 44 reviews

★★★★★ · May 27, 2023

I highly recommend CLPMS. It is very clean, and a very friendly receptionist. I was then greeted by my esthetician, Angie. She was just delightful! She explained the procedure and each step she was doing to my face. I bought the 2 pack microdermabrasion. They were so impressive that I made an appt for their hormone and weight loss program. They offer so much! I'm so glad I went here.

Helpful

Cosmetic Laser Professionals Med Spa replied View Comment +

Like 1

**L Lorena**  
☆ 1 ratings □ 1 reviews

★★★★★ · May 25, 2023

Very good service and awesome facial.

Helpful

Cosmetic Laser Professionals Med Spa replied View Comment +

**S Sha-Toya**  
☆ 2 ratings □ 2 reviews

★★★★★ · May 22, 2023

Everything was so easy to set up and staff was awesome. Definitely would recommend

Helpful

CLP MED SPA replied View Comment +

[See All Reviews](#)

### About CLP Med Spa

"Miami Aesthetic Treatments and Laser Services"

We specialize in Laser Hair Removal, Facials, Aesthetic Treatments such as Botox/Dysport and Fillers, Tattoo Removal, Body Sculpting and Anti-Aging treatments.

Cosmetic Laser Professionals offers the most innovative, non-invasive, anti-aging and aesthetic treatments to improve the way you look and feel. When you need a Med Spa Miami Locals highly recommend time and time again, we are their top choice.

We can turn back the clock of aging and help you look, feel and be your BEST!

**Miami**  
8501 SW 124th Ave #212a, Miami, FL 33183

(305) 456-1170

Website

Directions

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### Sponsored deals for you

1 of 3 ◀ ▶



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



**M Beauty Studio Spa**  
143 West 29th Street, New York  
4.7 ★★★★★ 61 Ratings  
~~\$350~~ **\$133**  
Cavitation



**Glow Wellness**  
20770 West Dixie Highway, Miami  
5.0 ★★★★★ 4 Ratings  
~~\$145~~ **\$49**  
Vitamin B12 Injection



**WeightCare**  
4.6 ★★★★★ 271 Ratings  
~~\$399~~ **\$132**  
Semaglutide Weight Loss Program

### Similar deals

1 of 2 ◀ ▶



**Three, Six, or Nine Laser-Lipo Treatments at Muse Health...**  
 175 Southwest 7th Street, Miami • 0.6 mi  
 4.9 ★★★★★ 868 Ratings  
~~\$450~~ From **\$75** **83% OFF**  
 Muse Health & Beauty  
 400+ bought



**Up to 80% Off on Drug - Diet / Weight Loss (Retail) at...**  
 7241 SW 63rd AVE Suite 201, South Mia...  
 4.9 ★★★★★ 75 Ratings  
~~\$175~~ From **\$60** **66% OFF**  
 Med Therapy and Spa



**Up to 84% Off Semaglutide at Champion Health and Welln...**  
 4 ★★★★★ 180 Ratings  
~~\$999~~ **\$160** **84% OFF**  
 Champion Health and Wellness Clinics  
 1570+ bought



**Two, Four, or Six Fat-Freezing Treatments at Beauty Zen...**  
 2103 Coral Way, Suite 605, Miami • 2.9 mi  
 4.6 ★★★★★ 73 Ratings  
~~\$800~~ From **\$129** **84% OFF**  
 Beauty Zensation Med Spa  
 300+ bought

**Recommended deals**

1 of 3 < >



**Up to 57% Off on Drug - Diet / Weight Loss (Retail) at...**  
 4.8 ★★★★★ 645 Ratings  
~~\$79.95~~ **\$34** **57% OFF**  
 DrToHelp.com  
 10070+ bought



**Sam's Club One-Year Membership (Up to 60% Off)**  
 8425 Northwest 13th Terrace, Doral • 9 mi  
 4.3 ★★★★★ 111524 Ratings  
~~\$50~~ **\$25** From **\$20** **Limited Time**  
 Sam's Club One-Year Membership  
 25000+ bought



**Up to 67% Off on Weight Loss Program / Center at Weight...**  
 4.6 ★★★★★ 269 Ratings  
~~\$399~~ **\$132** **67% OFF**  
 WEightCare  
 3550+ bought



**Up to 75% Off 2 Month Treatment Semaglutide at Champio...**  
 4 ★★★★★ 180 Ratings  
~~\$2,000~~ **\$499** **75% OFF**  
 Champion Health and Wellness Clinics  
 210+ bought

**Other deals from the same merchant**

1 of 3 < >



**Four-Week Mounjaro/Tirzepatide Weight Management Progra...**  
 8501 SW 124th Ave, Miami • 13.8 mi  
 4.8 ★★★★★ 1763 Ratings  
~~\$250~~ **\$45** **82% OFF**  
 CLP MED SPA



**B12-Lipotropic Bio Boost PLUS 10-Week Plan at CLP MED S...**  
 8501 SW 124th Ave, Miami • 13.8 mi  
 4.8 ★★★★★ 1763 Ratings  
~~\$110~~ **\$8** **93% OFF**  
 CLP MED SPA  
 40+ bought



**15, 30, or 50 Lipotropic B12 Injections at CLP Med Spa...**  
 8501 SW 124th Ave, Miami • 13.8 mi  
 4.8 ★★★★★ 1763 Ratings  
~~\$393.75~~ From **\$65** **83% OFF**  
 CLP Med Spa  
 180+ bought



**One, Four or Seven EmSlim Sessions at CLP Med Spa (Up t...**  
 8501 SW 124th Ave, Miami • 13.8 mi  
 4.8 ★★★★★ 1763 Ratings  
~~\$300~~ From **\$109** **64% OFF**  
 CLP MED SPA

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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) W. Randall Bassett, King & Spalding LLP, Southeast Financial Center 200 S Biscayne Boulevard, Suite 4700, Miami, FL 33131 (305) 462-6011; see attachment

DEFENDANTS

EKZOTIKA CORP D/B/A COSMETIC LASER PROFESSIONALS MED SPA

County of Residence of First Listed Defendant Miami-Dade 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER 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, 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 06/20/2023 SIGNATURE OF ATTORNEY OF RECORD W. Randall Bassett

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 FLORIDA**

NOVO NORDISK A/S AND NOVO  
NORDISK INC.

Plaintiffs,

v.

EKZOTIKA CORP D/B/A COSMETIC  
LASER PROFESSIONALS MED SPA,

Defendant.

Case No. \_\_\_\_\_

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

**King & Spalding LLP**

Southeast Financial Center  
200 S Biscayne Boulevard, Suite 4700  
Miami, FL 33131  
(305) 462-6000

*Attorneys of record:*

W. Randall Bassett  
Florida Bar No. 0038813  
Southeast Financial Center  
200 S Biscayne Boulevard, Suite 4700  
Miami, FL 33131  
(305) 462-6011  
[rbassett@kslaw.com](mailto:rbassett@kslaw.com)

Aaron S. Craig  
(*Pro hac vice application forthcoming*)  
Joseph N. Akrotirianakis  
(*Pro hac vice application forthcoming*)  
633 West Fifth Street, Suite 1600  
Los Angeles, CA 90071  
(213) 443-4355  
[acraig@kslaw.com](mailto:acraig@kslaw.com)  
[jakro@kslaw.com](mailto:jakro@kslaw.com)

Bruce W. Baber  
*(Pro hac vice application forthcoming)*  
1180 Peachtree Street, NE, Suite 1600  
Atlanta, GA 30309-3521  
(404) 572-4600  
[bbaber@kslaw.com](mailto:bbaber@kslaw.com)

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Novo Nordisk A/S and Novo Nordisk Inc.

Plaintiff(s)

v.

Ekzotika Corp d/b/a Cosmetic Laser Professionals Med Spa

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Ekzotika Corp d/b/a Cosmetic Laser Professionals Med Spa, by and through its registered agent, Midala Silverio 8501 SW 124TH Ave Miami, FL 33183

A lawsuit has been filed against you.

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

W. Randall Bassett King & Spalding LLP Southeast Financial Center 200 S Biscayne Boulevard, Suite 4700 Miami, FL 33131

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

CLERK OF COURT

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

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

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

Other *(specify)*: \_\_\_\_\_

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

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

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

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

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

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

Additional information regarding attempted service, etc: