

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

NOVO NORDISK A/S AND NOVO  
NORDISK INC.,

Plaintiffs,

v.

DOCTORSRX WEIGHT LOSS LLC,

Defendant.

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

**COMPLAINT**

Plaintiffs Novo Nordisk A/S (“NNAS”) and Novo Nordisk Inc. (“NNI”) (collectively, “Plaintiffs” or “Novo Nordisk”), by and through their attorneys, Covington & Burling LLP, file their complaint against DoctorsRx Weight Loss LLC (“Defendant”) for trademark infringement, false advertising, and unfair competition, and seek injunctive and other relief. Plaintiffs allege as follows, on actual knowledge with respect to themselves and their own acts, and on 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 that serves as the primary ingredient for Novo Nordisk’s three prescription-only medicines approved by the Food and Drug Administration (“FDA”): Ozempic® (semaglutide) injection and Rybelsus® (semaglutide) tablets for adults with type 2 diabetes and Wegovy® (semaglutide) injection for chronic weight management.

3. Novo Nordisk is the only company in the United States with FDA-approved medicines containing semaglutide. Novo Nordisk is also the only company authorized to identify its medicines containing semaglutide using the trademarks Ozempic<sup>®</sup>, Wegovy<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 Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks and Defendant's acts of false advertising and unfair competition.

5. Defendant uses Novo Nordisk's Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks to market and sell to patients compounded drug products that purport to contain semaglutide. Despite such compounded drug products having not been evaluated by the FDA for their safety, effectiveness, or quality, Defendant falsely and misleadingly represents to consumers that its products are FDA-approved or the same as, or equivalent to, Novo Nordisk's FDA-approved semaglutide medicines.

6. Defendant's conduct is likely to confuse and deceive patients into mistakenly believing that they are purchasing authentic Novo Nordisk semaglutide medicines or medicines that have been evaluated by the FDA and deemed safe and effective.

### **THE PARTIES**

7. 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.

8. Plaintiff NNI is a corporation organized and existing under the laws of Delaware and has its principal place of business in Plainsboro, New Jersey.

9. NNI promotes, offers, and/or sells Novo Nordisk's Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines throughout the United States, including in this District. NNAS has granted to NNI exclusive rights to market, advertise, promote, offer for sale and sell Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines in the United States.

10. Defendant DoctorsRx Weight Loss LLC is a Florida limited liability company with a registered business address at 1985 Longwood Lake Mary Rd, Unit 1007, Orlando, FL 32750 in this judicial district. Defendant sells and promotes compounded drug products that purport to contain semaglutide and that are not approved by the FDA (“Unapproved Compounded Drugs”). Defendant sells and promotes Unapproved Compounded Drugs masquerading as Ozempic<sup>®</sup> and Wegovy<sup>®</sup> and/or uses the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks in its advertising and promotion of Unapproved Compounded Drugs that are neither Ozempic<sup>®</sup> nor Wegovy<sup>®</sup>.

### **JURISDICTION AND VENUE**

11. 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).

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant operates in this District, manufactures and/or sells its compounded drug products that purport to contain semaglutide in this District, and otherwise conducts business in this District. Defendant is subject to personal jurisdiction in this District.

### **NOVO NORDISK’S FDA-APPROVED SEMAGLUTIDE MEDICINES AND OZEMPIC<sup>®</sup> AND WEGOVY<sup>®</sup> TRADEMARKS**

13. Plaintiffs use the trademarks “Ozempic” and “Wegovy” to identify and promote the FDA-approved Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines. Ozempic<sup>®</sup> and Wegovy<sup>®</sup> are sold and marketed in the United States by NNAS’s indirect, wholly-owned subsidiary, NNI.

14. Ozempic<sup>®</sup> is indicated for adults with type 2 diabetes to improve blood sugar (glucose), along with diet and exercise. Ozempic<sup>®</sup> also lowers the risk of major cardiovascular events such as stroke, heart attack, or death in adults with type 2 diabetes and known heart disease.

15. Wegovy<sup>®</sup> is an injectable medication indicated to reduce excess body weight and maintain weight reduction long-term in adults and children aged  $\geq 12$  years with obesity and some adults that are overweight with weight-related medical problems, along with a reduced calorie diet and increased physical activity. Wegovy<sup>®</sup> is also indicated, with a reduced calorie diet and increased physical activity, to reduce the risk of major adverse cardiovascular events such as cardiovascular death, heart attack, or stroke in adults with known heart disease and with either obesity or overweight.

16. Ozempic<sup>®</sup> and Wegovy<sup>®</sup> have been extensively studied in clinical trials and are FDA-approved.

17. Each of Ozempic<sup>®</sup> and Wegovy<sup>®</sup> has a unique safety and efficacy profile which is detailed in its respective product label.

18. Ozempic<sup>®</sup> and Wegovy<sup>®</sup> are prescription-only medicines that should only be prescribed in direct consultation with, and under the supervision of, a licensed healthcare professional.

19. Novo Nordisk first adopted and used the Ozempic<sup>®</sup> mark at least as early as 2017, and has used it continuously since that time.

20. The Ozempic<sup>®</sup> trademark is inherently distinctive.

21. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine using the Ozempic<sup>®</sup> mark in many different channels, directed to physicians, other health care professionals, and consumers, including on the websites [ozempic.com](http://ozempic.com) and [novonordisk-us.com](http://novonordisk-us.com). As a result of its use of the Ozempic<sup>®</sup> mark, NNAS owns valuable common law rights in and to the Ozempic<sup>®</sup> mark.

22. Plaintiff NNAS is the owner of U.S. trademark registration number 4,774,881, issued on July 21, 2015, for the mark Ozempic<sup>®</sup> for pharmaceutical preparations, in International

Class 5. A true and correct copy of Plaintiff NNAS's registration for the Ozempic<sup>®</sup> mark is attached hereto as **Exhibit A**.

23. 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.

24. The Wegovy<sup>®</sup> trademark is inherently distinctive.

25. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine using the Wegovy<sup>®</sup> mark in many different channels, directed to physicians, other health care professionals, and consumers, including on the websites [wegovy.com](http://wegovy.com) and [novonordisk-us.com](http://novonordisk-us.com). 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.

26. Plaintiff NNAS is the owner of (a) U.S. trademark registration number 6,585,492, issued on December 14, 2021, for the mark Wegovy<sup>®</sup> for pharmaceutical preparations, in International Class 5; and (b) U.S. trademark registration number 6,763,029, issued on June 21, 2022, for the mark Wegovy<sup>®</sup> in a stylized form for pharmaceutical preparations, in International Class 5. True and correct copies of Plaintiff's registrations numbers 6,585,492 and 6,763,029 for the Wegovy<sup>®</sup> mark are attached hereto as **Exhibit B** and **Exhibit C**, respectively.

27. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks and medicines, the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks are exclusively associated with Plaintiffs, serve to identify genuine Novo Nordisk semaglutide medicines, and are valuable assets of Novo Nordisk.

28. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks and medicines, the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks are well-known, strong, and famous marks, and became such prior to any of the acts of Defendant complained of herein.

**DEFENDANT’S SALE OF UNAPPROVED COMPOUNDED DRUGS**

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

30. Defendant markets and sells to patients Unapproved Compounded Drugs that purport to contain semaglutide and that are not approved by the FDA.

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

32. 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.”<sup>1</sup>

33. 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.”<sup>2</sup>

34. 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.”<sup>3</sup>

35. FDA has issued guidance on “Medications Containing Semaglutide Marketed for Type 2 Diabetes or Weight Loss,” which provides that: (1) “compounded drugs are not FDA-approved or evaluated for safety and effectiveness”; and (2) “FDA has received adverse event

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<sup>1</sup> Human Drug Compounding, <https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding>.

<sup>2</sup> Compounding Laws and Policies, <https://www.fda.gov/drugs/human-drug-compounding/compounding-laws-and-policies>.

<sup>3</sup> Compounding and the FDA: Questions and Answers, <https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers>.

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.”<sup>4</sup>

**DEFENDANT’S TRADEMARK INFRINGEMENT AND FALSE  
ADVERTISING IN CONNECTION WITH ITS SALE OF UNAPPROVED  
COMPOUNDED DRUGS**

36. Despite the foregoing, and well after NNAS’s first use and registration of its Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks, Defendant has used Novo Nordisk’s Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks to market and sell Unapproved Compounded Drugs purporting to contain “semaglutide” that are neither Ozempic<sup>®</sup> nor Wegovy<sup>®</sup>, and has made false and misleading representations to consumers regarding the nature of its Unapproved Compounded Drugs.

37. Defendant has, for example, used Novo Nordisk’s Wegovy<sup>®</sup> trademark to identify and market its Unapproved Compounded Drugs.

38. Defendant has falsely advertised its Unapproved Compounded Drugs by making statements that describe Ozempic<sup>®</sup> and Wegovy<sup>®</sup> but that are false or misleading when in reference to Defendant’s Unapproved Compounded Drugs.

39. Defendant has claimed or implied that its Unapproved Compounded Drugs have been approved by the FDA or have been reviewed by the FDA for safety, effectiveness, and quality.

40. Defendant has claimed or implied that its Unapproved Compounded Drugs contain the same semaglutide that the FDA evaluated in the context of reviewing and approving Novo Nordisk’s new drug applications for Wegovy<sup>®</sup>, Ozempic<sup>®</sup>, and Rybelsus<sup>®</sup>.

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<sup>4</sup> Medications Containing Semaglutide Marketed for Type 2 Diabetes or Weight Loss, <https://www.fda.gov/drugs/postmarket-drug-safety-information-patients-and-providers/medications-containing-semaglutide-marketed-type-2-diabetes-or-weight-loss>.

41. Defendant has claimed or implied that its Unapproved Compounded Drugs are “compounded” versions of Wegovy®.

42. On information and belief, Defendant has engaged in these unlawful practices to attract customers and generate revenues and profits, including by passing off its Unapproved Compounded Drugs purporting to contain “semaglutide” as Ozempic® and Wegovy® or authorized variations of those medicines.

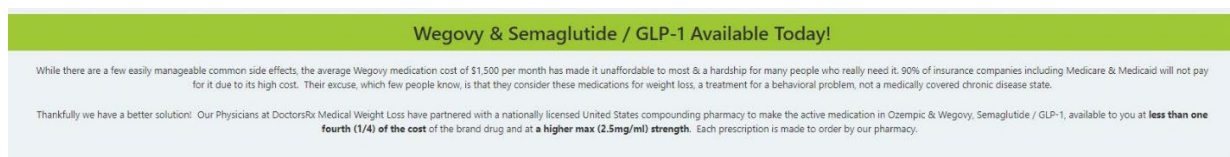
43. Defendant’s prominent and misleading use of the Ozempic® and Wegovy® marks is likely to cause consumers to believe falsely that they are actually purchasing genuine Ozempic® and Wegovy® medicines; that Defendant is a source for Novo Nordisk’s FDA-approved semaglutide medicines; and/or that Defendant’s services are provided, licensed, sponsored, authorized, or approved by Novo Nordisk.

44. Defendant’s use of the Ozempic® and Wegovy® marks 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 Ozempic® and Wegovy® marks in connection with Defendant’s Unapproved Compounded Drugs or otherwise.

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

46. Illustrative examples of Defendant’s trademark infringement and false advertising are collected in the paragraphs that follow, as well as **Exhibit D** hereto.

47. Defendant claims on its website that it has “Wegovy” available, when in fact Defendant offers only Unapproved Compounded Drugs:



Wegovy & Semaglutide / GLP-1 Available Today!

While there are a few easily manageable common side effects, the average Wegovy medication cost of \$1,500 per month has made it unaffordable to most & a hardship for many people who really need it. 90% of insurance companies including Medicare & Medicaid will not pay for it due to its high cost. Their excuse, which few people know, is that they consider these medications for weight loss, a treatment for a behavioral problem, not a medically covered chronic disease state.

Thankfully we have a better solution! Our Physicians at DoctorsRx Medical Weight Loss have partnered with a nationally licensed United States compounding pharmacy to make the active medication in Ozempic & Wegovy, Semaglutide / GLP-1, available to you at **less than one fourth (1/4) of the cost** of the brand drug and at a **higher max (2.5mg/ml) strength**. Each prescription is made to order by our pharmacy.



48. Defendant claims on its website that it offers “compounded Wegovy,” which is a false and misleading product name, and appears to rely on or make reference to clinical trial results for Novo Nordisk’s medicines:

“

12-WEEK MEDICATION SUPPLY ADD ON

## QUICKSLIM - Semaglutide Program

We wanted to make this the best weight loss solution on the market, so we took it a step further. To obtain results much faster while minimizing any side effects we also include a specially formulated B12 MIC Lipo BioBoost Plus (a **\$300 monthly value**) at no extra cost to you.

- Semaglutide(compounded Wegovy) medication
- B12 MIC Lipo BioBoost Plus medication
- Comfort Insulin Syringes & Supplies
- Shipping & Handling

**Additional \$75 / Week**


FREE CONSULTATION

Melt fat 5x faster with our approved weight loss accelerators:  
Compounded Wegovy & B12 MIC Lipo BioBoost Plus+

### Weight Loss Accelerator #1

**Compounded Wegovy** or **Semaglutide** with a weight loss of 15% to 22%, is a once weekly GLP-1 medication that mimics the effect of “feeling full” by delaying gastric emptying to reduce appetite, improve control of eating and reduce food cravings.

It’s powerful appetite suppression helps you not feel hungry or have those late night cravings anymore. Most patients are able to skip breakfast and/or lunch altogether without thinking twice. Fewer calories in, means faster weight loss.It accelerates the transfer of glucose in your blood into your cells to be burned off rather than being stored as fat. We will coach you on how to self-administer it weekly with a very tiny, barely noticeable, insulin injection.



## We Believe in a Better You.

Due to the overwhelming positive findings and patient results of Ozempic & Wegovy, the physicians at DoctorsRx Medical Weight Loss felt compelled to find a better way to improve the lives of patients suffering with being overweight. The emotional damage from having a negative self image along with dealing with the resulting medical issues can be so debilitating.

Unfortunately, the cost of the safest, most effective medication solution for weight loss, Wegovy, is not affordable or even unavailable for the people that needed it most. For that reason, we developed the QUICKSLIM program to enable patients to have:

- **Access (Have access to compounded Wegovy)**
- **Convenience (Get treated from the comfort of their home)**
- **Affordability (Save over 80% on medication costs)**
- **Quality (Be treated by an experienced physician)**

The results for our patients have been truly amazing! Lives have changed and patient's medical conditions have disappeared.

We are proud to have changed the lives of so many and hope to do the same for you!

Contact Us

49. Indeed, Defendant bolsters its deceptive tactics by extensively referencing Novo Nordisk's Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines, despite Defendant offering only Unapproved Compounded Drugs:

50. Defendant promotes its Unapproved Compounded Drugs by falsely claiming that they are “FDA-Backed,” including on its website, <https://doctorsrxweightloss.com>:



51. Defendant’s advertising and promotional materials are false and misleading because they suggest or state an association with Plaintiffs’ FDA-approved Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines when no such association exists.

52. Defendant’s advertising and promotion materials are false and misleading because they suggest or state that Defendant’s Unapproved Compounded Drugs have been approved or reviewed by the FDA for safety or efficacy.

53. There is no need for Defendant to use the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks to advertise or promote its Unapproved Compounded Drugs purporting to contain “semaglutide,” other than to trade on the reputation of Plaintiffs, create confusion in the marketplace, mislead the public regarding the origin, identity, or source of Defendant’s Unapproved Compounded Drugs, or erroneously indicate that its Unapproved Compounded Drugs have been determined by the FDA to be safe or effective.

54. Defendant's unauthorized use of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks has likely caused and is likely to continue to cause confusion, mistake, and deception, and infringes Plaintiffs' established exclusive rights in those trademarks.

55. On information and belief, unless enjoined by this Court, Defendant will continue to use the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks and/or otherwise falsely advertise its products as associated with or being Ozempic<sup>®</sup> and Wegovy<sup>®</sup>, all in violation of Plaintiffs' rights.

56. On information and belief, unless enjoined by this Court, Defendant's unauthorized use of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks will continue to cause confusion, mistake, and deception, and infringe Plaintiffs' established exclusive rights in those trademarks.

### **FIRST CAUSE OF ACTION**

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

57. Plaintiff NNAS realleges and incorporates by reference each of the allegations contained in paragraphs 1–56 of this Complaint as though fully set forth here.

58. Plaintiff NNAS's Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks are inherently distinctive, strong, valid, and protectable trademarks owned by Plaintiff NNAS.

59. Plaintiff NNAS's trademark registration for its Ozempic<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 registration.

60. Plaintiff NNAS's trademark registrations for its Wegovy<sup>®</sup> marks constitute *prima facie* evidence of the validity of the marks, of Plaintiff NNAS's registration and ownership of the marks, and of Plaintiff NNAS's exclusive right to use the mark in commerce on or in connection with the goods identified in the registrations.

61. By virtue of its prior use and registration, Plaintiff NNAS has priority over Defendant with respect to the use of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks for pharmaceutical preparations sold in the United States.

62. Defendant uses the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks in connection with the sale, advertising, and promotion of Unapproved Compounded Drugs purporting to contain semaglutide.

63. Defendant's use in commerce of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks is likely to cause confusion, to cause mistake, or to deceive with respect to Plaintiff NNAS's identical marks.

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

65. Defendant has unfairly profited from its trademark infringement.

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

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

68. 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.

69. 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.

70. By reason of Defendant's willful acts of trademark infringement, the Court should award disgorgement of Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to NNAS.

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

72. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–56 of this Complaint as though fully set forth here.

73. Defendant uses the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks in commerce in connection with Defendant's goods and services and in commercial advertising and promotion of its goods and services.

74. Defendant uses the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks 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 Ozempic<sup>®</sup> and Wegovy<sup>®</sup> medicines, and/or with the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks.

75. The above-described acts of Defendant constitute infringement of the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks 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.

76. Defendant has unfairly profited from the actions alleged.

77. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks.



78. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs, the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks, and the valuable goodwill associated with the trademarks.

79. 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.

80. 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.

81. Because the above-described acts of Defendant are willful, the Court should award disgorgement of Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to Plaintiffs.

82. 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)**

83. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–56 of this Complaint as though fully set forth here.

84. 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).

85. 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.

86. Defendant has also engaged in other false or misleading advertising and promotion intended to assure consumers that Defendant's practices are lawful. On information and belief, Defendant 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 those described herein and in the exhibits hereto.

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

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

89. 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.

90. 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.

91. Because the above-described acts of Defendant are willful, the Court should award disgorgement of Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to Plaintiffs.



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

#### **FOURTH CAUSE OF ACTION**

##### **Unfair Competition in Violation of the Common Law**

93. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–56 of this Complaint as though fully set forth here.

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

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

96. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks.

97. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> trademarks.

98. 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.

99. 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**

##### **Deceptive and Unfair Trade Practices in Violation of § 502.201, et seq., Florida Statutes**

100. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–56 of this Complaint as though fully set forth here.

101. 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.

102. 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.” FDUTPA § 502.201.

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

104. The above-described acts of Defendant wrongfully exploit Plaintiffs’ trademarks in a manner likely to deceive the public and mislead reasonable consumers.

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

106. 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.

107. 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 semaglutide medicines, Ozempic<sup>®</sup> and Wegovy<sup>®</sup>, not an Unapproved Compounded Drug that does not have the same safety, quality, and effectiveness assurances as approved drugs.

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

109. Defendant has unfairly profited from the actions alleged.

110. By reason of Defendant's acts, Plaintiffs' remedy at law is not adequate to compensate for the injuries inflicted by Defendant. Accordingly, the Court should enter preliminary and permanent injunctive relief, in addition to awarding disgorgement of Defendant's profits and corrective advertising costs to Plaintiffs.

**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 Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks, in violation of 15 U.S.C. § 1114(1);
  - b. Infringed the rights of Plaintiffs in the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks 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 Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks in any manner, including but not limited to (i) use in any manner that is likely to cause confusion or mistake, to deceive, or otherwise infringe Novo Nordisk's rights in the Ozempic<sup>®</sup> and Wegovy<sup>®</sup> marks in any way, or (ii) use in connection with the advertising, marketing, sale, or promotion of any Unapproved Compounded Drugs; and,

- b. advertising, stating, or suggesting that any Unapproved Compounded Drugs, including but not limited to any Unapproved Compounded Drugs that either are available, directly or indirectly, from or through Defendant or the use of which or access to which is facilitated by, or with the involvement of, Defendant:
  - i. are, or contain, genuine or authentic Novo Nordisk Ozempic<sup>®</sup> or Wegovy<sup>®</sup> medicines;
  - ii. are sponsored by or associated with Novo Nordisk;
  - iii. are approved by the FDA; have been reviewed by the FDA for safety, effectiveness, or quality; or have been demonstrated to the FDA to be safe or effective for their intended use;
  - iv. achieve or have been shown or proven to achieve certain therapeutic results, effects, or outcomes, including but not limited to by relying on or making reference to clinical trial results for Novo Nordisk's medicines;
  - v. achieve or have been shown or proven to achieve therapeutic results, effects, or outcomes similar or identical to Novo Nordisk's medicines and/or are interchangeable with or equivalent to genuine Novo Nordisk medicines;
  - vi. are associated or connected in any way with Novo Nordisk or Novo Nordisk's medicines; or
  - vii. contain any ingredient (including but not limited to semaglutide) that is supplied by Novo Nordisk, is approved by the FDA, or is the same as any ingredient in any Novo Nordisk medicine.
- c. engaging in any unfair competition with Plaintiffs; and/or
- d. engaging in any deceptive acts or practices.

4. That the Court require Defendant to disclose conspicuously and prominently in any public-facing materials for any Unapproved Compounded Drugs, including but not limited to all advertising, marketing, and promotional materials, that: (a) the Unapproved Compounded Drugs are compounded drugs that have not been approved by the FDA; have not been reviewed by the FDA for safety, effectiveness, or quality; and have not been demonstrated to the FDA to be safe or effective for their intended use; (b) the processes by which the compounded drugs are manufactured have not been reviewed by the FDA; and (c) FDA-approved medicines containing semaglutide are available.

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 the Court award disgorgement of Defendant's profits resulting from Defendant's infringement of Plaintiffs' rights and by means of Defendant's unfair competition to Plaintiffs.

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.

May 30, 2024

Respectfully submitted,

By: /s/ Jordan S. Cohen

Jordan S. Cohen  
WICKER SMITH  
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Fort Lauderdale, FL 33301  
(954) 847-4834  
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Ronald G. Dove, Jr. (pro hac vice forthcoming)  
Robert N. Hunziker (pro hac vice forthcoming)  
Simeon Botwinick (pro hac vice forthcoming)  
COVINGTON & BURLING LLP  
One CityCenter  
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Washington, DC 20001  
(202) 662-6000  
rdove@cov.com  
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sbotwinick@cov.com

*Attorneys for Plaintiffs  
NOVO NORDISK A/S and  
NOVO NORDISK INC.*

# **EXHIBIT A**



8432325



**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

November 16, 2023

THE ATTACHED U.S. TRADEMARK REGISTRATION 4,774,881 IS CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *July 21, 2015*

SAID RECORDS SHOW TITLE TO BE IN:

*REGISTRANT*

By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office

Miguel Tarver  
Certifying Officer





United States of America  
United States Patent and Trademark Office

Ozempic

**Reg. No. 4,774,881**

**Registered July 21, 2015**

**Int. Cl.: 5**

**TRADEMARK**

**PRINCIPAL REGISTER**

NOVO NORDISK A/S (DENMARK LIMITED LIABILITY COMPANY)  
NOVO ALLÉ  
DK-2880 BAGSVAERD  
DENMARK

FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF DIABETES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

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

PRIORITY DATE OF 11-13-2014 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1233427 DATED 12-3-2014, EXPIRES 12-3-2024.

SER. NO. 79-159,431, FILED 12-3-2014.

ROBIN MITTLER, EXAMINING ATTORNEY



*Michelle K. Lee*

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**



8432325



# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

November 16, 2023

THE ATTACHED U.S. TRADEMARK REGISTRATION 6,585,492 IS  
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY  
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH  
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *December 14, 2021*

SAID RECORDS SHOW TITLE TO BE IN:

*REGISTRANT*

By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office

Miguel Tarver  
Certifying Officer



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



*Diana H. Hunt*

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.

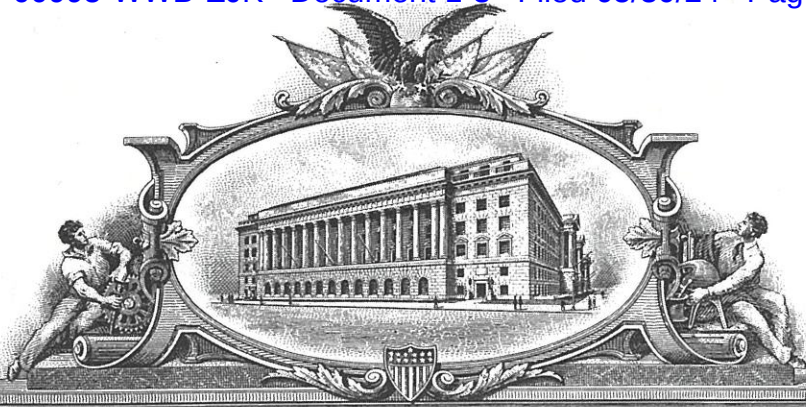
**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark 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 C**

8432325



# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

November 16, 2023

THE ATTACHED U.S. TRADEMARK REGISTRATION 6,763,029 IS  
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY  
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH  
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *June 21, 2022*

SAID RECORDS SHOW TITLE TO BE IN:  
*REGISTRANT*

By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office

Miguel Tarver  
Certifying Officer





Digitally Signed By: United States Patent and Trademark Office  
Location: United States Patent and Trademark Office  
Date: 2022.06.05 02:12:16 -04'00'

# United States of America

United States Patent and Trademark Office

# wegovy

**Reg. No. 6,763,029**

**Registered Jun. 21, 2022**

**Int. Cl.: 5**

**Trademark**

**Principal Register**

Novo Nordisk A/S (DENMARK AKTIESELSKAB)

Novo Allé  
DK-2880 Bagsvaerd  
DENMARK

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

The color(s) magenta and blue is/are claimed as a feature of the mark.

The mark consists of the stylized wording "WEGOVY" rendered in a triangular ombre fading from magenta at the top to blue at the bottom.

PRIORITY DATE OF 03-03-2021 IS CLAIMED

OWNER OF INTERNATIONAL REGISTRATION 1624333 DATED 08-17-2021,  
EXPIRES 08-17-2031

SER. NO. 79-324,913, FILED 08-17-2021



*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

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

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

**What and When to File:**

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

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

**What and When to File:**

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

**Grace Period Filings\***

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

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

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

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

# **EXHIBIT D**

While there are a few easily manageable common side effects, the average Wegovy medication cost of \$1,500 per month has made it unaffordable to most & a hardship for many people who really need it. 90% of insurance companies including Medicare & Medicaid will not pay for it due to its high cost. Their excuse, which few people know, is that they consider these medications for weight loss, a treatment for a behavioral problem, not a medically covered chronic disease state.

Thankfully we have a better solution! Our Physicians at DoctorsRx Medical Weight Loss have partnered with a nationally licensed United States compounding pharmacy to make the active medication in Ozempic & Wegovy, Semaglutide / GLP-1, available to you at **less than one fourth (1/4) of the cost** of the brand drug and at a **higher max (2.5mg/ml) strength**. Each prescription is made to order by our pharmacy.

## QUICKSLIM Physician Program

### TELEHEALTH PHYSICIAN CONSULTATION & SUPERVISION

To jumpstart your success, we offer Telehealth (Phone, Facetime & Zoom) appointments with our staff doctors licensed in most states from the comfort of your home. This affordable Physician led 12-week **QUICKSLIM – Physician Program** is now just \$95/month(4 weeks):

(In-Person visits at any of our 40 Clinic locations in Florida)



RX Orders  
Wegovy or Semaglutide



Blood Work  
Orders



Nurse  
Supervision



Customized  
Diet Plans



Nutrition & Exercise  
Coaching



iPhone & Android  
Progress Tracking App

**\$95 / Month**

Schedule FREE Consultation





# QUICKSLIM – Semaglutide Program

We wanted to make this the best weight loss solution on the market, so we took it a step further. To obtain results much faster while minimizing any side effects we also include a specially formulated B12 MIC Lipo BioBoost Plus (a **\$300 monthly value**) at no extra cost to you.

- Semaglutide(compounded Wegovy) medication
- B12 MIC Lipo BioBoost Plus medication
- Comfort Insulin Syringes & Supplies
- Shipping & Handling

**Additional \$75 / Week**

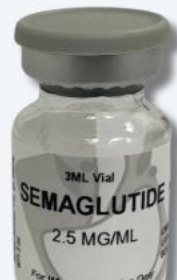
FREE CONSULTATION

**Melt fat 5x faster with our approved weight loss accelerators:  
Compounded Wegovy & B12 MIC Lipo BioBoost Plus+**

## Weight Loss Accelerator #1

**Compounded Wegovy** or **Semaglutide** with a weight loss of 15% to 22%, is a once weekly GLP-1 medication that mimics the effect of “feeling full” by delaying gastric emptying to reduce appetite, improve control of eating and reduce food cravings.

It's powerful appetite suppression helps you not feel hungry or have those late night cravings anymore. Most patients are able to skip breakfast and/or lunch altogether without thinking twice. Fewer calories in, means faster weight loss.It accelerates the transfer of glucose in your blood into your cells to be burned off rather than being stored as fat. We will coach you on how to self-administer it weekly with a very tiny, barely noticeable, insulin injection.



Due to the overwhelming positive findings and patient results of Ozempic & Wegovy, the physicians at DoctorsRx Medical Weight Loss felt compelled to find a better way to improve the lives of patients suffering with being overweight. The emotional damage from having a negative self image along with dealing with the resulting medical issues can be so debilitating.

Unfortunately, the cost of the safest, most effective medication solution for weight loss, Wegovy, is not affordable or even unavailable for the people that needed it most. For that reason, we developed the QUICKSLIM program to enable patients to have:

- **Access (Have access to compounded Wegovy)**
- **Convenience (Get treated from the comfort of their home)**
- **Affordability (Save over 80% on medication costs)**
- **Quality (Be treated by an experienced physician)**

The results for our patients have been truly amazing! Lives have changed and patient's medical conditions have disappeared.

We are proud to have changed the lives of so many and hope to do the same for you!

Contact Us

# **Weight Loss** **Should Be Easy** **& Affordable**

LOSE 10 to 44+ POUNDS NOW!

Discover The World's First FDA-Backed, Doctor Supervised Weight Loss Solution That Provides Quick Results

[SCHEDULE FREE CONSULTATION](#)



# Ozempic & Wegovy Have Taken The World By Storm

As the safest, most effective weight loss brand medications in history. People all over the country are rushing to get on these brand medications for a quick and healthy weight loss. The average weight loss is 15% of BMI (30-35 lbs) with one third losing up to an incredible 20% of BMI (40-44 lbs) in Wegovy clinical studies!



## But Weight Loss Is Just The Beginning.

Social media with its millions of posts & comments about Ozempic & Wegovy have exploded with amazing weight loss success stories of dramatic improvements in health:

- Reversal of diabetes
- Cholesterol reduction
- Normalization of blood pressure
- Reduction in heart disease
- Reduction in stroke risk

This has led to a nationwide shortage of these brand medications with many people unable to continue treatment.



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 Baagsvaerd, Denmark  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Jordan S. Cohen, Esq., Walter Smith, et al.  
515 E. Las Vegas Blvd., Suite 1420, Fort Lauderdale, FL 33301  
(954) 848-5800

DEFENDANTS

DOCTORSRX WEIGHT LOSS LLC

County of Residence of First Listed Defendant Orlando, FL  
(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
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff, and One Box for Defendant)

- |   |                            |                            |   |                            |                                       |
|---|----------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

35 U.S.C. § 1121 and 28 U.S.C. § 1338(a)

VI. CAUSE OF ACTION

Brief description of cause:  
TRADEMARK INFRINGEMENT

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
- DEMAND \$ \_\_\_\_\_
- CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE 5/30/24 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_