UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

NOVO NORDISK A/S AND NOVO NORDISK INC., Plaintiffs, v. GREEN CARE PROFESSIONAL SERVICES, P.C. d/b/a GENERICOZEMPIC.COM and GCM PARTNERS, LLC, Defendants.	Case No. 1:24-cv-04443

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 Green Care Professional Services, P.C. d/b/a GenericOzempic.com and GCM Partners, LLC, (collectively, "Defendants") 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®, Wegovy®, and Rybelsus®. The FDA has not approved any generic versions of semaglutide.

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

5. Defendants use Novo Nordisk's Ozempic® mark to market and sell to patients compounded drug products that purport to contain semaglutide. Despite that the FDA has not evaluated such compounded drug products for their safety, effectiveness, or quality, Defendants falsely and misleadingly represent to consumers that its products are the same as, or equivalent to, Novo Nordisk's FDA-approved semaglutide medicines.

6. Defendants' 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® 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 its Ozempic® medicines in the United States.

10. Defendant Green Care Professional Services, P.C. d/b/a GenericOzempic.com is an Illinois company with a registered business address at 911 North Elm St., Suite 328, Hinsdale, IL 60521, in this judicial district. Green Care Professional Services, P.C. d/b/a GenericOzempic.com sells and promotes compounded drug products that purport to contain semaglutide and that are not approved by the FDA ("Unapproved Compounded Drugs"). Green Care Professional Services, P.C. d/b/a GenericOzempic.com sells and promotes Unapproved Compounded Drugs masquerading as Ozempic® and uses the Ozempic® mark in its advertising and promotion of Unapproved Compounded Drugs that are not Ozempic®.

11. Defendant GCM Partners, LLC is an Illinois company with a registered business address at 835 N California Ave, Unit 3, Chicago, Il 60622, in this judicial district. GCM Partners, LLC sells and promotes Unapproved Compounded Drugs. GCM Partners, LLC sells and promotes Unapproved Compounded Drugs masquerading as Ozempic® and uses the Ozempic® mark in its advertising and promotion of Unapproved Compounded Drugs that are not Ozempic®.

JURISDICTION AND VENUE

12. 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).

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendants operate in this District, manufacture and/or sell their compounded drug products that purport to contain semaglutide in this District, and otherwise conduct business in this District. Defendants are subject to personal jurisdiction in this District.

NOVO NORDISK'S FDA-APPROVED SEMAGLUTIDE MEDICINES AND OZEMPIC® TRADEMARK

14. Plaintiffs use the trademark "Ozempic" to identify and promote the FDA-approved medicine Ozempic®. Ozempic® is sold and marketed in the United States by NNAS's indirect, wholly-owned subsidiary, NNI.

15. Ozempic® is indicated for adults with type 2 diabetes to improve blood sugar (glucose), along with diet and exercise. Ozempic® 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.

16. Ozempic® has been extensively studied in clinical trials and is FDA-approved.

17. Ozempic® has a unique safety and efficacy profile which is detailed in its product label.

18. Ozempic® is a 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® mark at least as early as 2017, and has used it continuously since that time.

20. The Ozempic® trademark is inherently distinctive.

21. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine using the Ozempic® mark in many different channels, directed to physicians, other health care professionals, and consumers, including on the websites ozempic.com and novonordisk-us.com. As a result of its use of the Ozempic® mark, NNAS owns valuable common law rights in and to the Ozempic® 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® for pharmaceutical preparations, in International Class 5. A true and correct copy of Plaintiff NNAS's registration for the Ozempic® mark is attached hereto as **Exhibit A**.

23. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic® trademark and medicine, the Ozempic® mark is exclusively associated with Plaintiffs, serves to identify genuine Novo Nordisk semaglutide medicines, and is a valuable asset of Novo Nordisk.

24. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic® trademark and medicine, the Ozempic® trademark is a well-known, strong, and famous mark, and became such prior to any of the Defendants' acts complained of herein.

DEFENDANTS' SALE OF UNAPPROVED COMPOUNDED DRUGS

25. Novo Nordisk does not sell its FDA-approved semaglutide medicine, Ozempic®, to Defendants for resale or redistribution.

26. Defendants market and sell to patients compounded drug products that purport to contain semaglutide and that are not approved by the FDA.

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

28. 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."[1]

29. 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."[2]

[1] Human Drug Compounding, https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding.
[2] Compounding Laws and Policies, https://www.fda.gov/drugs/human-drug-compounding/compounding-laws-and-policies.

30. 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."[3]

31. The 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 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."[4]

DEFENDANTS' TRADEMARK INFRINGEMENT AND FALSE ADVERTISING IN CONNECTION WITH ITS SALE OF UNAPPROVED COMPOUNDED DRUGS

32. Despite the foregoing, and well after NNAS's first use and registration of its Ozempic® mark, Defendants have used Novo Nordisk's Ozempic® trademark to market and sell Unapproved Compounded Drugs purporting to contain "semaglutide" that are not Ozempic®, and have made false and misleading representations to consumers regarding the nature of their Unapproved Compounded Drugs.

33. Defendants have, for example, used Novo Nordisk's Ozempic® trademark to identify and market its Unapproved Compounded Drugs.

34. Defendants have falsely advertised their Unapproved Compounded Drugs by making statements that describe Ozempic® but that are false or misleading when in reference to Defendants' Unapproved Compounded Drugs.

[3] Compounding and the FDA: Questions and Answers, https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers.
[4] 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.

35. Defendants have claimed or implied that their Unapproved Compounded Drugs have been approved by the FDA or have been reviewed by the FDA for safety, effectiveness, and quality.

36. Defendants have claimed or implied that their 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 Ozempic®.

37. Defendants have claimed or implied that their Unapproved Compounded Drugs have been subjected to clinical studies and trials, or have otherwise achieved certain therapeutic outcomes attributable to Ozempic®.

38. On information and belief, Defendants have engaged in these unlawful practices to attract customers and generate revenues and profits, including by passing off their Unapproved Compounded Drugs purporting to contain the same "semaglutide" as Ozempic®.

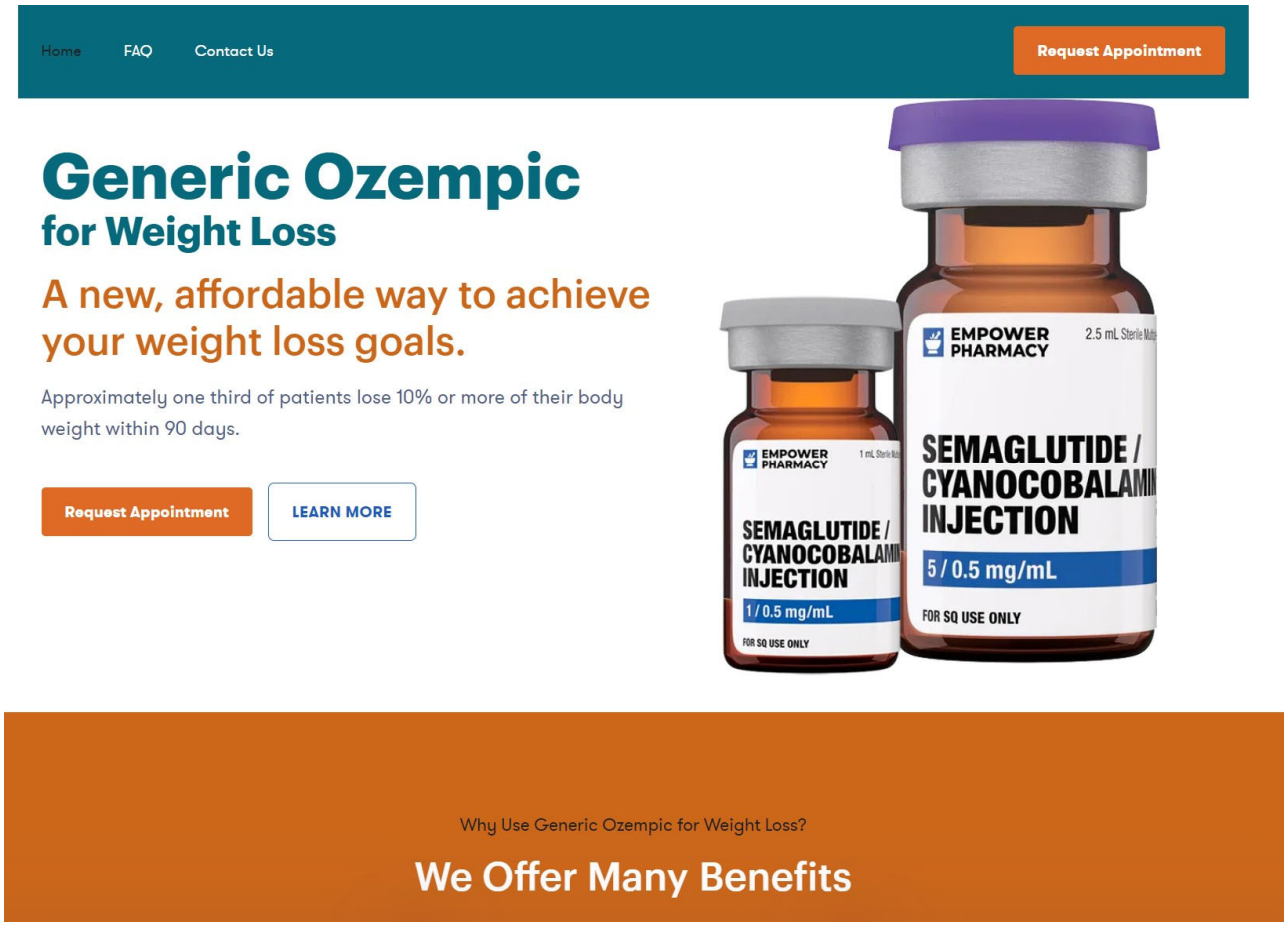
39. Defendants' prominent and misleading use of the Ozempic® mark is likely to cause consumers to believe falsely that they are actually purchasing genuine Ozempic® medicines; that Defendants are sources for Novo Nordisk's FDA-approved semaglutide medicines; and/or that Defendants' services are provided, licensed, sponsored, authorized, or approved by Novo Nordisk.

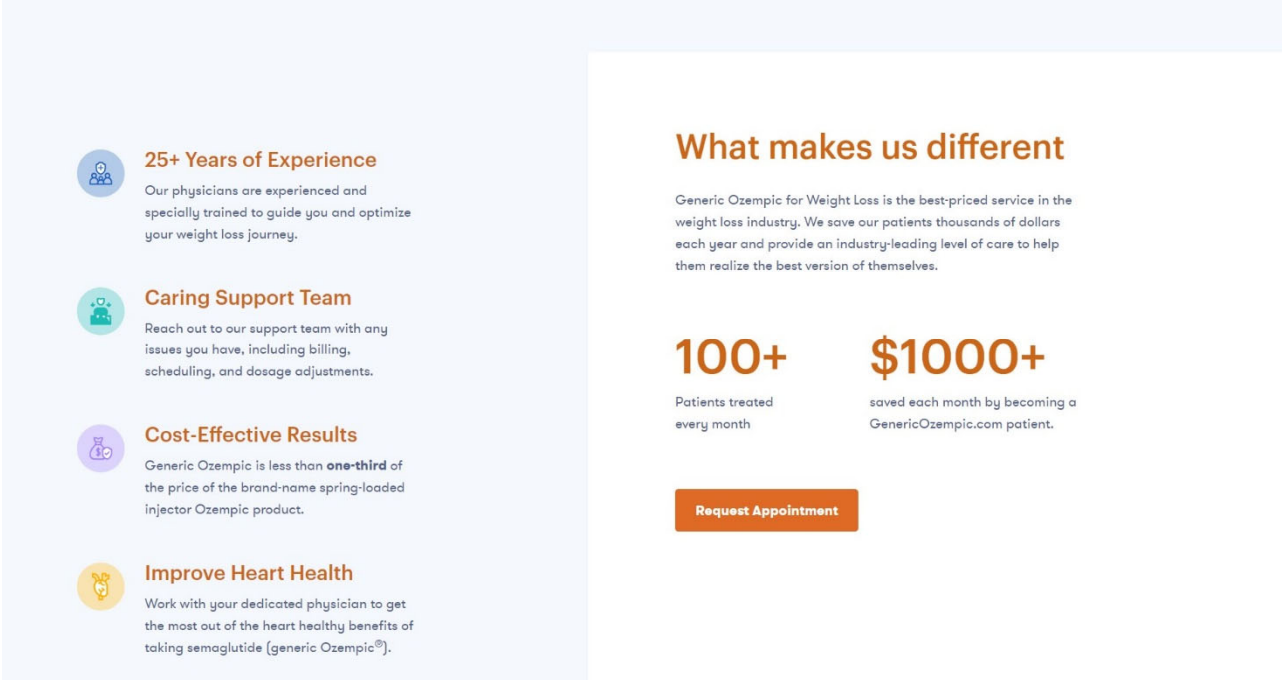
40. Defendants' use of the Ozempic® marks is without the permission, consent or authorization of Novo Nordisk. Defendants have no right to use, and Defendants know that they have no right to use, the Ozempic® marks in connection with Defendants' Unapproved Compounded Drugs or otherwise.

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

42. Illustrative examples of Defendants' trademark infringement and false advertising are provided in the paragraphs that follow.

43. Defendants promote their Unapproved Compounded Drugs by advertising them on social media as "generic Ozempic" and contrasting them with "brand-name" Ozempic, as reflected below in **Exhibit B**:





44. Defendants further promote their Unapproved Compounded Drugs by claiming to sell "Generic Ozempic" for "less than one-third of the price of the brand-name spring-loaded injector Ozempic product" and further claim that customers can save over $1,000 each month "by becoming a GenericOzempic.com patient." *See* **Exhibit C**.

45. Defendants claim that "Semaglutide . . . was first approved by the FDA in 2017 under the brand name Ozempic" and that "In 2021, semaglutide was once again approved by the FDA, this time as a weight loss treatment." *See* **Exhibit D**.

46. Such descriptions are literally false and misleading because the FDA has not approved any generic form of Ozempic.

47. Defendants further claim that they "offer[] patients safe, affordable access to a comprehensive care plan and semaglutide therapy, a break-through therapy shown to help patients lose more than 10% of unwanted body fat in clinical trials." *See* **Exhibit E**.

48. Despite making these statements, on information and belief, Defendants have not conducted any clinical trials that would substantiate these claims as they relate to the Unapproved Compounded Drugs they provide.

49. Defendants' extensive use of the Ozempic® mark in labels, advertising, and promotional materials is false, misleading, and confusing because it indicates an association with Plaintiffs' FDA-approved Ozempic® medicines when no such association exists.

50. There is no need for Defendants to use the Ozempic® trademark to advertise or promote their Unapproved Compounded Drugs purporting to contain "semaglutide," other than to trade on the reputation of Plaintiffs and to create confusion in the marketplace and/or mislead the public regarding the origin, identity, or source of Defendants' Unapproved Compounded Drugs.

51. On information and belief, unless enjoined by this Court, Defendants will continue to use the Ozempic® mark and/or otherwise falsely advertise their products as associated with or being Ozempic®, all in violation of Plaintiffs' rights.

52. On information and belief, unless enjoined by this Court, Defendants' unauthorized use of the Ozempic® trademark will continue to cause confusion, mistake, and deception, and infringe Plaintiffs' established exclusive rights in that trademark.

FIRST CAUSE OF ACTION

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

53. Plaintiff NNAS realleges and incorporates by reference each of the allegations contained in paragraphs 1–52 of this Complaint as though fully set forth here.

54. Plaintiff NNAS's Ozempic® mark is an inherently distinctive, strong, valid, and protectable trademark owned by Plaintiff NNAS.

55. Plaintiff NNAS's trademark registration for its Ozempic® 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.

56. By virtue of its prior use and registration, Plaintiff NNAS has priority over Defendants with respect to the use of the Ozempic® mark for pharmaceutical preparations sold in the United States.

57. Defendants use the Ozempic® mark in connection with the sale, advertising, and promotion of Unapproved Compounded Drugs purporting to contain semaglutide.

58. Defendants' use in commerce of the Ozempic® mark is likely to cause confusion, to cause mistake, or to deceive with respect to Plaintiff NNAS's identical mark.

59. The above-described acts of Defendants 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.

60. Defendants have unfairly profited from its trademark infringement.

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

62. Defendants' 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.

63. Defendants' 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.

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

65. 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.

66. 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)

67. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–66 of this Complaint as though fully set forth here.

68. Defendants use the Ozempic® mark in commerce in connection with Defendants' goods and services and in commercial advertising and promotion of its goods and services.

69. Defendants use the Ozempic® 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 Defendants' goods or services are authorized, sponsored, approved by, or otherwise affiliated with Plaintiffs, with Plaintiffs' genuine Ozempic® medicines, and/or with the Ozempic® mark.

70. The above-described acts of Defendants constitute infringement of the Ozempic® 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.

71. Defendants have unfairly profited from the actions alleged.

72. By reason of the above-described acts of Defendants, Plaintiffs have suffered damage to the goodwill associated with the Ozempic® trademark.

73. The above-described acts of Defendants have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs, the Ozempic® trademark, and the valuable goodwill associated with the trademark.

74. The above-described acts of Defendants 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.

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

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

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

THIRD CAUSE OF ACTION

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

78. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–77 of this Complaint as though fully set forth here.

79. Defendants' 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).

80. Defendants have 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 Defendants' business practices and products, as set forth above.

81. Defendants have also engaged in other false or misleading advertising and promotion intended to assure consumers that Defendants' practices are lawful. On information and

belief, Defendants provide consumers who purchase Defendants' Unapproved Compounded Drugs (or whom Defendants are trying to persuade to purchase their drugs) information that makes several false or misleading statements, including:

a. Defendants' website consistently refers to its Unapproved Compounded Drugs as "Generic Ozempic" and "semaglutide (generic Ozempic)." This is literally false and misleading because the FDA has not approved any generic form of Ozempic®.

b. Defendants' repeated use of the term "Generic Ozempic" and "semaglutide (generic Ozempic)" convey additional implied false and misleading messages that the Unapproved Compounded Drugs are tested, FDA-approved generic forms of Plaintiffs' Ozempic® medicine.

c. Defendants' claim that it provides "a new level of safety, affordability, accessibility, and accountability" is literally false and misleading because the Unapproved Compounded Drugs have not been tested for safety, and the basis for any price comparison is unclear and, on information and belief, unsubstantiated.

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

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

84. The above-described acts of Defendants 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.

85. By reason of Defendants' 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 Defendants.

Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief requiring Defendants to cease its false and misleading advertising and promotion and unfair competitive practices.

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

87. 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

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

89. The above-described acts of Defendants constitute common law unfair competition.

90. The above-described acts of Defendants unfairly and wrongfully exploit Plaintiffs' trademark, goodwill, and reputation through copying and misappropriation.

91. By reason of the above-described acts of Defendants, Plaintiffs have suffered damage to the goodwill associated with the Ozempic® trademark.

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

93. The above-described acts of Defendants 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. By reason of Defendants' acts, Plaintiffs' remedies at law are not adequate to compensate for the injuries inflicted by Defendants. Accordingly, the Court should enter

preliminary and permanent injunctive relief, in addition to awarding disgorgement of Defendants' profits and corrective advertising costs to Plaintiffs.

FIFTH CAUSE OF ACTION

Deceptive and Unfair Trade Practices in Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act

95. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–94 of this Complaint as though fully set forth here.

96. The above-described acts of Defendants constitute unfair methods of competition, and/or unconscionable, deceptive, or unfair acts or practices in violation of the laws of the State of Illinois, including the Illinois Consumer Fraud and Deceptive Business Practices Act ("CFDBPA"), 815 ILCS 505/1, et seq.

97. The CFDBPA prohibits the "use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce whether any person has in fact been misled, deceived or damaged thereby" 815 ILCS 505/2.

98. The above-described acts of Defendants—including but not limited to Defendants' false advertising of its Unapproved Compounded Drugs as "generic Ozempic"— involve the use of deception, fraud, false pretense, false promise, and/or misrepresentation of material facts regarding Defendants' Unapproved Compounded Drugs.

99. The above-described acts of Defendants were made with the intention that customers rely on the deception, fraud, false pretense, false promise, and/or misrepresentation of material facts.

100. The above-described acts of Defendants were made in the conduct of any trade or commerce.

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

102. The above-described acts of Defendants 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.

103. Members of the public are also likely to suffer injury from the above-described acts of Defendants by purchasing a drug that they believe to be Plaintiff's FDA-approved Ozempic®, not an Unapproved Compounded Drug that does not have the same safety, quality, and effectiveness assurances as approved drugs.

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

105. Defendants have unfairly profited from the actions alleged.

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

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendants as follows:

1. That the Court enter a judgment against Defendants that Defendants have:

   a. Infringed the rights of Plaintiff NNAS in its federally registered Ozempic® mark, in violation of 15 U.S.C. § 1114(1);

   b. Infringed the rights of Plaintiffs in the Ozempic® 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 Illinois and the CFDBPA.

2. That each of the above acts was willful.

3. That the Court preliminarily and permanently enjoin and restrain Defendants and their agents, servants, employees, successors, and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendants, from:

a. using the Ozempic® mark 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® mark 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 Defendants or the use of which or access to which is facilitated by, or with the involvement of, Defendants:

i. are, or contain, genuine or authentic Novo Nordisk Ozempic® 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 Defendants 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 Defendants' profits for Defendants' trademark infringement, false advertising, and unfair competition and that this monetary relief be trebled due to Defendants' 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 Defendants be ordered to account for and disgorge to Plaintiffs all amounts by which Defendants has been unjustly enriched by reason of Defendants' unlawful actions.

8. That Plaintiffs be awarded punitive damages by reason of Defendants' 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 Illinois Consumer Fraud and Deceptive Business 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.

May 30, 2024

Respectfully submitted,

By: */s/ Suyash Agrawal*

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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 *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

M. Tarver

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

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

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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

Requirements in the First Ten Years*
What and When to File:

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

- ***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

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

Grace Period Filings*

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

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

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

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

EXHIBIT B

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

M. Tarver

Miguel Tarver
Certifying Officer

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

UNITED STATES PATENT AND TRADEMARK OFFICE · DEPARTMENT OF COMMERCE

Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office

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Grace Period Filings*

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

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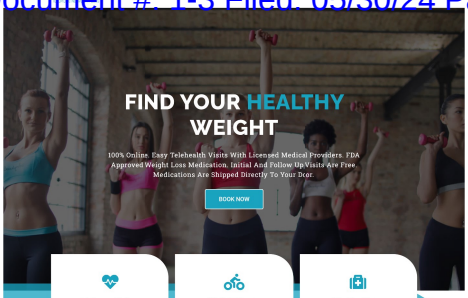
EXHIBIT C



FIND YOUR HEALTHY WEIGHT

100% Online Easy Telehealth Visits With Licensed Medical Providers. FDA Approved Weight Loss Medication. Initial And Follow Up Visits Are Free Medications Are Shipped Directly To Your Door.

BOOK NOW

Telemedicine

As Easy As 1-2-3

1. Schedule online visit.
2. Meet online from the comfort of your home for personalized weight loss plan.
3. Medications (if prescribed) delivered to your door.

Weight Loss

Losing excess fat helps increase energy, decrease stress, balance mood, decrease stress on knees and lower back and also helps to improve quality of life.

Medications

Wegovy/Semaglutide: The newest and most effective FDA approved weight loss medication available. Our clients have lost up to 30% of their starting body weight. It has proven to be safe, effective, and easy.
HCG Diet: Medical grade HCG available by prescription only. Lose up to 1 pound per day when compliant with the program. Allows your body to release fat stored in the abdomen, hips, thighs, buttocks, face and arms.

ABOUT US

We Provide The Most Convenient Weight Loss Support In Town

At G2 Weight Loss we have extensive experience in helping our patients achieve a healthy weight and improve quality of life. Many of our patients have achieved up to a 30% reduction in body weight while following our customized treatment program.

G2 Telemedicine was started to make the medical weight loss journey as easy and as accessibleas possible for those wanting to lose weight. Our passion is weight loss and improving overall health while making it as accessible as possible.

At G2 we don't just prescribe medications, we will discuss personal goals, appropriate caleric intake for your body weight, a good solid exercise program as well as dietary tips to help achieve your individual goal weight.

This is our passion. Your goals are our goals.

WEIGHT LOSS PROBLEMS

Pillars of Effective weight loss

Diet

A healthy diet is a key component to a healthy weight. By itself, however, a healthy diet does not necessarily mean a healthy weight. The proper caloric intake, the proper type of food and proper meal times are all very important. We will discuss with you the best way to maximize your diet to help achieve a healthy weight.

Exercise

Regular exercise is important to achieving and maintaining a healthy weight. Like a healthy diet, regular exercise does not guarantee weight loss or maintaining a healthy weight. We will help prepare in exercise plan specifically for your physical capabilities.

Discipline

This is often the most challenging pillar for people looking to lose weight. Some of us have a sweet tooth, some enjoy the taste of an ice-cold beer, others crave foods high in carbohydrates. We all have some weakness that tends to create challenges for us. We are good at identifying these weaknessesand a big part of what we do here at G2 involves overcoming these weaknesses.

Medical Support

Some people do everything right and still can't seem to make any progress in their weight loss or can't seem to get rid of those last 10-20 lbs. That's where a good weight loss medicine team can help get things going. Whether it's poor genetics,a slow thyroid, out of balance hormones or abnormal lab values, at G2 we have experience in dealing with all these medical issues. Not only will we support you medically we will support you in your diet, exercise and discipline.

TESTIMONIALS

See Reviews From Our Clients

"Started my weight loss journey with them about 8 months ago. I'm down 52 lbs! The staff is professional, knowledgeable and KIND. The weight loss was organic and painless. One of the best decisions of my life."

Deb G

FAQ

Frequently Asked Questions

Is The Medication Safe?

Wegovy/Semaglutide is our most popular weight loss medication and is the gold standard for medical weight loss medications. It is FDA-approved and safe. Studies show a 15-20% reduction in body weight. This is 2-3 times more effective than the next best medication. Wegovy/Semaglutide is in a class of medications called GLP-1s. GLP-1s have been widely used for weight loss since 2005 and are generally very well tolerated, with minimal side effects.

- What Fees Do You Charge?
- Do I Need To Have Insurance?
- Can I Use FSA Or HSA Funds?
- Will The Medications Interact With My Other Medications?
- Does This Plan Involve Pre-Packaged Meals?

Our Blog

Latest News

Secret Benefits Of Weight Loss

You already know weight loss can help you live a longer healthier life but doyou know how it benefits your body and mind? Weight

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Ways Drinking Smoothies Can Help You Lose...

These easy additions to your regular routine can help you shed those extra pounds in a hurry, experts say. Whether you're trying to look your

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'Wonder Drug'? How Painless Injections...

"It's simple. It's painless, and it was a miracle. In three weeks, I lost 16 pounds, and by three months, I had lost 38 pounds..."

READ MORE »

EXHIBIT D

When Diet And Exercise Isn't Enough, Then What?

At G2 we would always prefer our patients to lose weight through traditional means of calorie restrictions and exercise, but we recognize that in many instances this just isn't enough. It's like high blood pressure or high cholesterol. Sometimes there is just not much you can do about it on your own and unless you lower you blood pressure or cholesterol you will suffer the damage that it causes to your body. Excess weight is very similar to these. If traditional weight loss methods aren't working, we may need to add a medication to aid with the weight loss. We stay very current with weight lcss options, studies, safety profiles of medications, and the most effective weight loss ootions available. Over the past few years there have been some groundbreaking medications in the weight loss world. Due tc our relationship with some of the best pharmacies out there, we can get some of these expens ve medications at much lower cost.

Why Should I Come to G2 Weight Loss Clinic?

Besides the fact that we make things easy and are very good at achieving healthy weights for our patients, we alsc work very hard to stay up to date on the latest studies and literature regarding weight loss methods. Many weight loss clinics are still prescribing medications or recommending diets from the 1980's and have no idea about any new medications, studies, or recommended dietary modifications. We have our eye on a couple of newer medications that are undergoing clinical trials currently. We will evaluate those studies for safety and effectiveness and recommend any new medications or dietary recommendations when we are satisfied with the information available. In addition, we have great relationships with some of the best pharmacies in the country which gives us great pricing and priority availability of mecications.

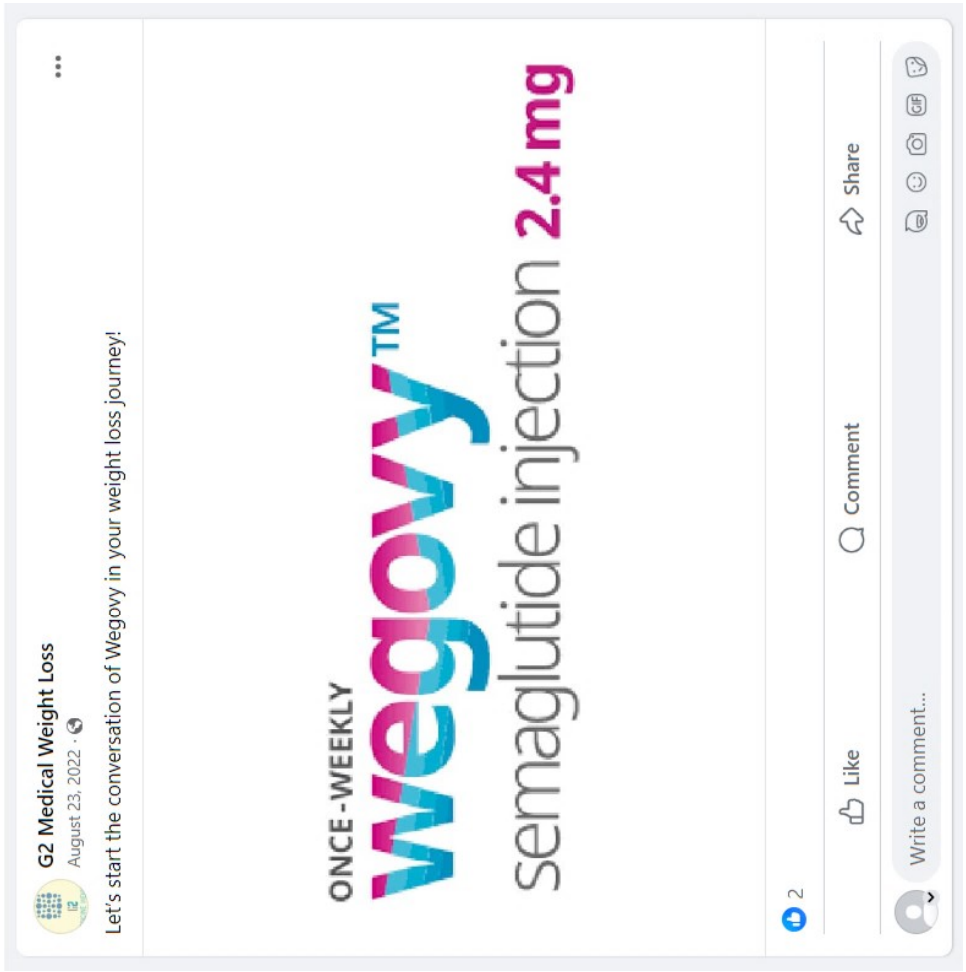
What Are Some Of The Medications That You May Prescribe?

Wegovy / Semaglutide

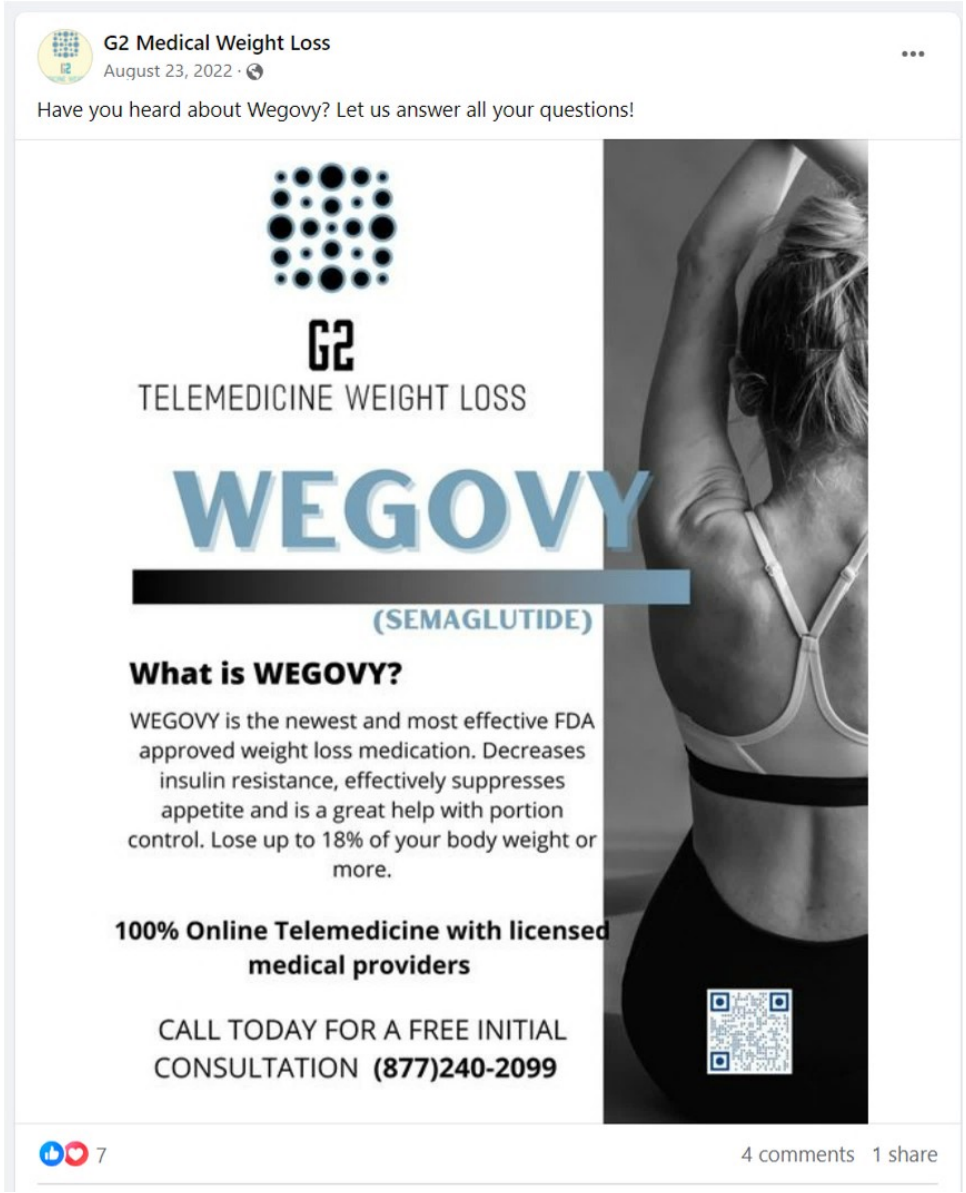
In 2021 the FDA approved a weight loss medication called Wegovy (semaglutide). This medication is in a class of medications called GLP-1. It works by decreasing insulin resistance (this keeps the body from storing excess sugars as fat), decreasing your appetite and creating a sensation of fullness. In order to gain FDA approval medication must undergo clinical trials. Wegovy obtained FDA approval and has shown tremendous results in weight loss. In our opinion, Wegovy (semaglutide) is the gold standard for significant weight loss today. The studies showed patients taking Wegovy experienced on average 15% body weight loss compared to 2.5% that used reduced-calorie diet and exercise alone. In the study, 1 out of 2 patients on Wegovy achieved a 15% or greater weight loss. At G2 we have seen up to 30% weight loss with the use of Wegovy (semaglutide). This far exceeds any weight loss option currently available today, in our opinion.

We recognize that one single medication doesn't work for every person. What works well for one person may not work at all for the next person. Some of the other weight loss medications we utilize are Contrave, Topiramate, Plenity, Medical Grade HCG, Saxenda to name a few. We are an experienced team of weight loss professionals that recognize the challenges with weight loss and which medication can provide the best possible results for your situation.

EXHIBIT E


G2 Medical Weight Loss
August 23, 2022 ·
Let's start the conversation of Wegovy in your weight loss journey!
ONCE-WEEKLY
wegovy™
semaglutide injection 2.4 mg
2
Like
Comment
Share
Write a comment...


G2 Medical Weight Loss
December 13, 2022 ·
Wegovy is often times referred to as the "Game-Changer" for weight loss medication's. Today I want to take the time to not only CONGRATULATE a client of ours but also show everyone that this medication is real and working for real people!! Jennifer became a patient of ours a year ago. She came to us with the same weight gain frustrations and struggles a lot of our patients experience. She decided to give Wegovy a try and has had tremendous results with it.
Jennifer shared with us "I've lost 72 lbs and this is the lightest I've been in 23 years. Lost my "lockdown weight gain" and then 30 lbs more."
Jennifer your achievement is extraordinary, You deserve this!
Let's talk about how starting Wegovy today can be the support you need to have a successful weightloss journey!
Give us a call 877-240-2099 or book your free consultation on our website www.G2weightloss.com to let us help you achieve your "healthy weight". #weightloss #healthylifestyle #wegovy #semaglutide G2 Medical Weight Loss
November 2021
July 2022
December 2022


G2 Medical Weight Loss
August 23, 2022 ·
Have you heard about Wegovy? Let us answer all your questions!
G2
TELEMEDICINE WEIGHT LOSS
WEGOVY
(SEMAGLUTIDE)
What is WEGOVY?
WEGOVY is the newest and most effective FDA approved weight loss medication. Decreases insulin resistance, effectively suppresses appetite and is a great help with portion control. Lose up to 18% of your body weight or more.
100% Online Telemedicine with licensed medical providers
CALL TODAY FOR A FREE INITIAL CONSULTATION (877)240-2099
7
4 comments 1 share