

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

NOVO NORDISK A/S AND NOVO
NORDISK INC.,

Plaintiffs,

v.

MD Exam 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 MD Exam 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 FDA-approved semaglutide medicines 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 Defendant's infringement of Plaintiffs' rights in their Ozempic[®] and Wegovy[®] marks and Defendant's acts of false advertising and unfair competition.

5. Defendant uses Novo Nordisk's Ozempic[®] and Wegovy[®] 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 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 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[®] and Wegovy[®] 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[®] and Wegovy[®] medicines in the United States.

10. Defendant MD Exam LLC is a Florida limited liability company with a registered business address at 4848 SW 74 Court, Suite 201, Miami, FL 33155, in this judicial district. MD Exam LLC sells and promotes compounded drug products that purport to contain semaglutide and that are not approved by the FDA (“Unapproved Compounded Drugs”). MD Exam LLC sells and promotes Unapproved Compounded Drugs masquerading as Ozempic[®] and Wegovy[®] and/or uses the Ozempic[®] and Wegovy[®] marks in its advertising and promotion of Unapproved Compounded Drugs that are neither Ozempic[®] nor Wegovy[®].

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 Unapproved Compounded Drugs in this District, and otherwise conducts business in this District. Defendant is subject to personal jurisdiction in this District.

NOVO NORDISK’S FDA-APPROVED SEMAGLUTIDE MEDICINES AND OZEMPIC[®] AND WEGOVY[®] TRADEMARKS

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

14. 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.

15. Wegovy[®] is an injectable medication indicated to reduce excess body weight and maintain weight reduction long-term in adults and children aged ≥ 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[®] 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. Each of Ozempic[®] and Wegovy[®] has a unique safety and efficacy profile which is detailed in its respective product label.

17. Ozempic[®] and Wegovy[®] are prescription-only medicines that should only be prescribed in direct consultation with, and under the supervision of, a licensed healthcare professional.

18. Ozempic[®] and Wegovy[®] have been extensively studied in clinical trials and are FDA-approved.

19. Novo Nordisk does not sell its FDA-approved semaglutide medicines, Ozempic[®] and Wegovy[®], to Defendant for resale or redistribution.

20. Novo Nordisk first adopted and used the Ozempic[®] mark at least as early as 2017, and has used it continuously since that time.

21. The Ozempic[®] trademark is inherently distinctive.

22. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine bearing 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.

23. 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**.

24. Novo Nordisk first adopted and used the Wegovy[®] mark at least as early as 2021, and has used it continuously since that time.

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

26. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine bearing the Wegovy[®] mark in many different channels, directed to physicians, other health care professionals, and consumers, including on the websites wegovy.com and novonordisk-us.com. As a result of its use of the Wegovy[®] mark, NNAS owns valuable common law rights in and to the Wegovy[®] mark.

27. Plaintiff NNAS is the owner of (a) U.S. trademark registration number 6,585,492, issued on December 14, 2021, for the mark Wegovy[®] for pharmaceutical preparations, in International Class 5; and (b) U.S. trademark registration number 6,763,029, issued on June 21, 2022, for the mark Wegovy[®] 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[®] mark are attached hereto as **Exhibit B** and **Exhibit C**, respectively.

28. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic[®] and Wegovy[®] trademarks and medicines, the Ozempic[®] and Wegovy[®] marks are exclusively associated with Plaintiffs, serve to identify genuine Novo Nordisk medicines, and are valuable assets of Novo Nordisk.

29. As a result of Novo Nordisk's long use, promotion, and advertising of the Ozempic[®] and Wegovy[®] trademarks and medicines, the Ozempic[®] and Wegovy[®] 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

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.”¹

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.”²

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.”³

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

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>.

³ 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.”⁴

**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[®] and Wegovy[®] marks, Defendant has used Novo Nordisk’s Ozempic[®] and Wegovy[®] trademarks to market and sell Unapproved Compounded Drugs purporting to contain “semaglutide” that are neither Ozempic[®] nor Wegovy[®], and has made false and misleading representations to consumers regarding the nature of its Unapproved Compounded Drugs.

37. Defendant has, for example, falsely advertised its Unapproved Compounded Drugs by making statements that may describe Ozempic[®] and Wegovy[®] but that are false or misleading when in reference to Defendant’s Unapproved Compounded Drugs, and by claiming or implying that its Unapproved Compounded Drugs have been approved by FDA or have been subjected to clinical studies and trials.

38. 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 as Ozempic[®] and Wegovy[®].

39. 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

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>.

semaglutide medicines; and/or that Defendant's services are provided, licensed, sponsored, authorized, or approved by Novo Nordisk.

40. 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.

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

42. Illustrative examples of Defendant's trademark infringement and false advertising are collected in the paragraphs that follow, as well as **Exhibit D** ("Oral Ozempic" advertisement on social media), **Exhibit E** (Defendant's website), and **Exhibit F** (Defendant's social media) hereto.

43. Defendant promotes its Unapproved Compounded Drugs by advertising them on social media as "oral Ozempic," as reflected in the Facebook ad below:



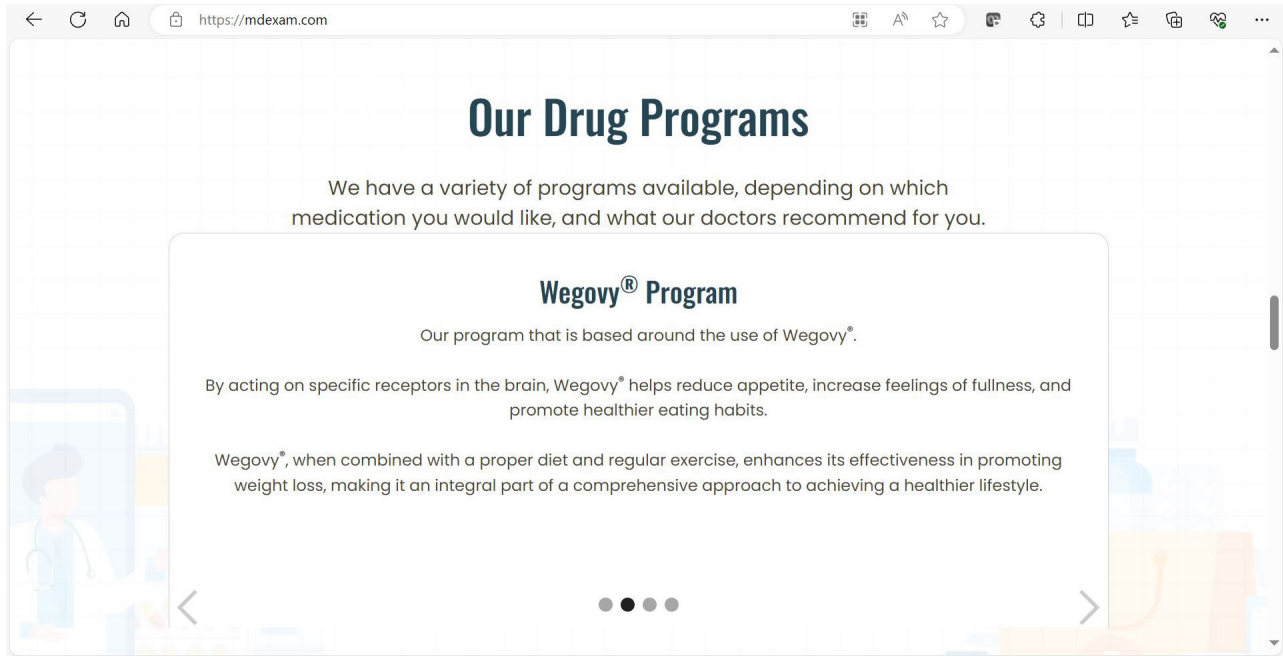
Aiming for weight loss shouldn't mean sacrificing your comfort. Experience nausea-free weight loss with MD Exam's daily semaglutide tablets.

Our semaglutide tablets work to minimize the side effects typically associated with weight loss medications, enabling you to shed pounds without feeling sick. Coupled with our telehealth services and professional health coaches' support, your weight loss journey has never been more comfortable.

Start your comfortable weight loss journey today. Click here to see if you qualify for MD Exam's daily GLP-1 tablet program.



44. Defendant promotes its Unapproved Compounded Drugs by claiming to offer a “Wegovy Program” for weight loss on its website, which Defendant claims is “based around the use of Wegovy,” as reflected in the image from Defendant’s website (<https://mdexam.com>) below:



45. Defendant promotes its Unapproved Compounded Drugs by claiming to sell “Ozempic” and “Wegovy” on its website “for much less,” and by displaying images of authentic Ozempic® and Wegovy® medicines, as reflected in the image from Defendant’s website (<https://mdexam.com>) below:

Doing a quick search online, you’ll find that a month of Ozempic can set you back \$900.

And if your insurance provider doesn’t cover medical weight loss, (which in most cases they don’t) that money is coming straight out of your pocket.

But why does it cost so much?

Why does someone have to pay nearly a thousand dollars just to get their hands on weight loss prescriptions?

Isn’t our health and longevity important to these companies?

Your health matters.

Which is why MD Exam was created: To offer premium medication and high end healthcare at just a fraction of the cost. (Nearly 1/3rd, actually.)

Medication	Original Price	Current Price
Wegovy	\$1303.00	Get the same results for much less!
Ozempic	\$906.65	Get the same results for much less!
Mounjaro	\$990.19	Get the same results for much less!

46. Defendant promotes its Unapproved Compounded Drugs on social media, including Facebook, by using the Ozempic[®] and Wegovy[®] marks in its advertisements, including as reflected in the image below from Defendant's Facebook page:

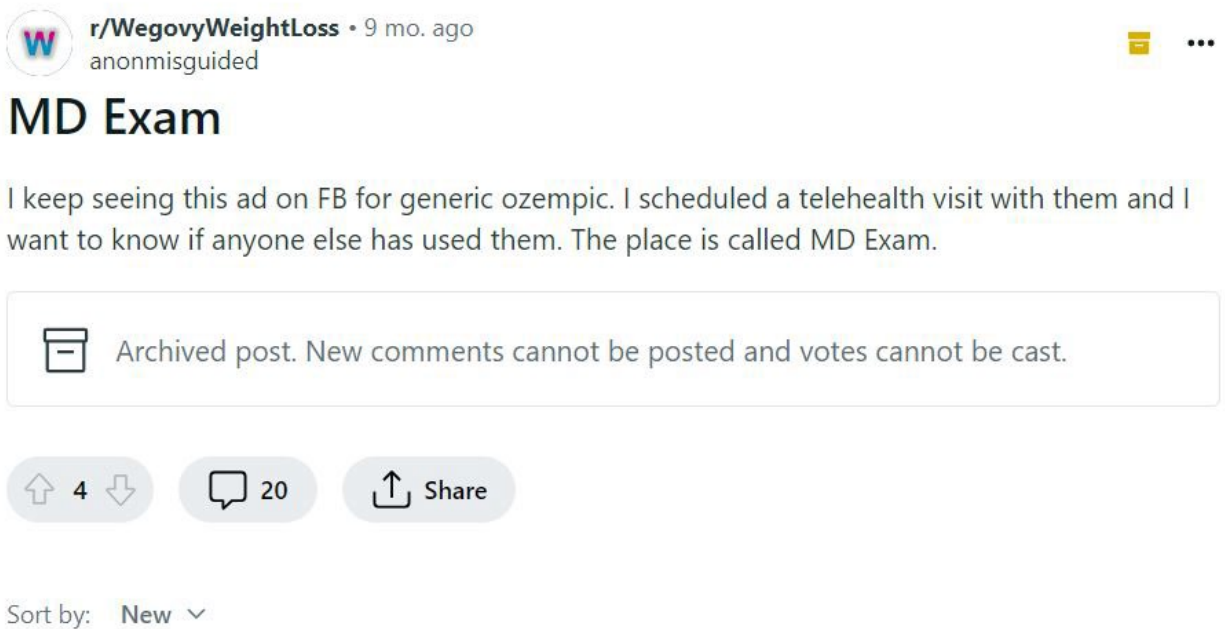


47. Defendant's labels, advertising, and promotional materials are false and misleading, suggesting and/or stating an association with Plaintiffs' FDA-approved Ozempic[®] and Wegovy[®] medicines when no such association exists.

48. There is no need for Defendant to use the Ozempic[®] and Wegovy[®] trademarks to advertise or promote its Unapproved Compounded Drugs, 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 Defendant’s Unapproved Compounded Drugs.

49. Defendant’s unauthorized use of the Ozempic® and Wegovy® trademarks has already caused confusion, mistake, and deception, and infringes Plaintiffs’ established exclusive rights in those trademarks. An example of confusion, mistake, and deception resulting from Defendant’s trademark infringement and false advertising is reflected in the image below, as well as **Exhibit G**, in which Defendant’s Unapproved Compounded Drugs are mistaken on the website reddit.com for “generic [O]zempic”—a product category that does not exist.



50. Additional examples of confusion, mistake, and deception resulting from Defendant’s trademark infringement and false advertising include the following true and correct representations of consumer complaints that were posted on the website of the consumer advocacy organization Better Business Bureau (www.bbb.com), in which consumers mistakenly declare that Defendant has provided or offered to provide authentic Ozempic® (collected in **Exhibit H**):



Initial Complaint
05/04/2023

Complaint Type: Problems with Product/Service
Status: Answered

Hi, Thank you for your help with MD Exam. In March I paid \$50.00 for a consultation which I had. We decided on the Phentermine program and they charged me \$197.00. I never received the product I tried calling, messaging through their portal, and emailing support with no one ever answering Finally after making replies on their Facebooks letting people know it was a scam and not to waste their money I got an email stating the supply for Phentermine was out of stock and no date of replenishment and they were going to switch me to the Ozempic program for the same money and wouldnt charge me for another shipment until I received the original replacement product. That was over two weeks ago. This company took another \$197.00 out my account two days ago. I tried calling and sent another angry email with no contact from the company. I either want my product within one week or a full and complete refund. I also want a company contact number where they answer the phone. I appreciate you helping out on this. I may still have my bank start a fraud claim on this company. Regards, *****



Initial Complaint
06/15/2023

Complaint Type: Advertising/Sales Issues
Status: Resolved

I had a consultation on June 8th for Ozempic. I agreed to the 3 month supply which was \$675. I was double charged. I called the number and left a message with my email and phone number. I also emailed them. I called again June 14th and left a message asking them to cancel my order. I received a response to my email saying the matter was being handled. I am not able to speak with a live person and the matter has not been handled. I called my credit card company to remove one of the charges. At this point I just want the order canceled and my money back.



Initial Complaint
06/25/2023

Complaint Type: Problems with Product/Service
Status: Answered

I had a consultation and was charged for 3 months supply of Ozempic. Have not heard or seen anything. Kindly refund my \$675. Plus \$75 plus \$50. I was told it would take 2 weeks. Still no phone calls emails or text. I have called I have left messages and still no response. Kindly refund my money



Initial Complaint
09/08/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

I have been with MD Exam since January 2023. I started first with Phentermine. I had no issues. Had my appt., RX was written, and medication was delivered promptly. I then transitioned to Ozempic around March/April 2023. From then until July 2023 service was great. I received my medication promptly. Then in August they switched plans and I tried to select a new plan, but my patient portal would not allow me to submit it. The customer support team set me up for an upfront payment of \$675 for 3 months, but then cancelled that and billed me for the \$300 monthly program without explaining why they cancelled and never asked if they could charge me for the \$300 plan. I finally was able to get my medication plan selected and was told they are just waiting on the doctor to sign off on it. That was a month ago. I was charged \$300, but still have no medication or even an idea of when it will be available. I also just saw they have other plans such as if you pay upfront for the medium maintenance dose, you can save money. I was never offered that. I have emailed and messaged constantly with no answers. According to my past orders the medication was approved, processed, and sent on 9/4 with a delivery date of 9/4, but I do not have any medication. It was not delivered!! They won't answer your phone call. I can't access my bill or invoices still. I want to someone from the business to either make sure my medication is sent out within the next 2-3 days or a full refund.



Initial Complaint
09/28/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

I signed up to receive Ozempic (generic). They did not have the medication in stock so I requested a refund on 08/23/23. They keep giving me the runaround and/or not answering me when I ask about why I haven't received my refund yet.



Initial Complaint
09/28/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

I placed an order on 8/31 thru MDEExam for their ozempic product and chose the 3 month payment plan. They collected and processed the \$300 payment on 8/31, but failed to update the process online for several weeks. I received week 1, week 2 and even week 3 emails encouraging me as I start and continue the weight loss product yet I hadn't received the meds, and I informed them of such. I also sent several chats, several emails asking for updates and demanded a cancellation and refund. MDEExam then changed my order date to 9/15 for some reason when I had really ordered 8/31. I have recd several canned responses to my chats thanking me for my patience, I'm in the fulfillment status (and have been for 10 days). I have repeatedly asked them to either send the med, to let me know if they do not have it in stock, and if not, I have requested a refund of \$300 and specifically sent them an email and a chat that I demand a refund and cancellation and that I DECLINE any future charges to my account. Their response was that they would delay the next payment to 10/31 vs. 9/30, but still no cancellation or refund.



Initial Complaint
11/09/2023

Complaint Type: Problems with Product/Service
Status: Resolved

On 11/4, I began to complete the process to order oral Ozempic through this company. Prior to hitting the submit button for payment, I reconsidered this and attempted to close out of the payment screen. I was billed anyway and IMMEDIATELY cancelled my order. I was billed 675 dollars and still have not need refunded this amount. Emails are attached supporting that there was an 8 minute difference in time between realizing payment had been processed and canceling.



Initial Complaint
11/13/2023

Complaint Type: Problems with Product/Service
Status: Resolved

I ordered Ozempic on 10/20. I paid \$675 for a 3 month supply. Was told it would take **** days for shipping. Its been well over 3 weeks and still have not received my order. There is no one to reach at customer service. No one is answering my emails. No customer service available. This company appears to be fraudulent.



Initial Complaint
11/21/2023

Complaint Type: Problems with Product/Service
Status: Answered

I paid \$675.00 on November 4th for a 3 month supply of Ozempic. On November 9th, I attempted to contact customer service which there is no customer service to be contacted other than a robot that either doesn't respond or takes hours to respond to cancel the subscription and the order. At this time I still had zero confirmation that I was approved or that my prescription was even being filled. On November 9th I received an email from someone on their support team asking why I wanted a refund and why I wanted to cancel. It was a personal family matter and I needed the money back to take care of my family. They responded back telling me they were going to cancel my subscription and process a refund. Two days later I get another email from them stating my prescription was on the way. I have attempted a number of times to contact this company and get nothing back in return. They don't even have an actual phone number where you speak with a person and not a recording which does not sit well with me seeing how this is a medical website where there should ALWAYS have a doctor on standby. Email is the only way to try and speak to a human. I contacted this company in plenty of time to ensure I would not have the prescription shipped to my home let alone it even be filled! I was told way before I even received an email confirmation telling me my meds where on the way. I now have an unopened package in my refrigerator and still no refund that I was told I was getting. I needed this money ***** for my elderly parents and my family due to the loss of employment and being unable to pay bills. I do not want the medication. If I can't even get someone on the phone or I can't even get a response in an email without it taking 4 days to get it the response, why would I feel safe to take a medication I was sent? I already don't feel safe because I definitely no concern to them. I simply want to return the unopened package and get the refund I was promised.



Initial Complaint
11/27/2023

Complaint Type: Problems with Product/Service
Status: Resolved ?

I ordered ozempic from MDEXAM on 10/24/2023- 3 month subscription for \$300. This type of medicine is expensive so I paid it. On 11/24, I was again charged \$300. I havent received anything from them at all. No response from them.

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

52. On information and belief, unless enjoined by this Court, Defendant's unauthorized use of the Ozempic[®] and Wegovy[®] 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)

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[®] and Wegovy[®] marks are inherently distinctive, strong, valid, and protectable trademarks 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. Plaintiff NNAS's trademark registrations for its Wegovy[®] 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.

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

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

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

60. 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.

61. Defendant has unfairly profited from its trademark infringement.

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

63. 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.

64. 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.

65. 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.

66. 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.

67. 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)

68. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–52 of this Complaint as though fully set forth here.

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

70. Defendant uses the Ozempic[®] and Wegovy[®] 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[®] and Wegovy[®] medicines, and/or with the Ozempic[®] and Wegovy[®] marks.

71. The above-described acts of Defendant constitute infringement of the Ozempic[®] and Wegovy[®] 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.

72. Defendant has unfairly profited from the actions alleged.

73. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Ozempic[®] and Wegovy[®] trademarks.

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

75. 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.

76. 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.

77. 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.

78. 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)

79. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–52 of this Complaint as though fully set forth here.

80. 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).

81. 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.

82. 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:

- a. Defendant's website offers a "Wegovy Program" that it claims is "based around the use of Wegovy." This is literally false and misleading because Defendant offers its Unapproved Compounded Drug, and not Wegovy®.
- b. Defendant's website claims that its weight loss programs are "based around FDA approved drugs." This is literally false and misleading because Defendant's Unapproved Compounded Drug is not FDA-approved.
- c. Defendant's website claims that its Unapproved Compounded drug provides "the same results for much less!" This is false because Defendant's Unapproved Compounded Drug has never been subject to a clinical trial as to its efficacy. This claim is likely to mislead readers into believing that Defendant is selling Ozempic® and Wegovy® and not its Unapproved Compounded Drug.

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

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

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

86. By reason of Defendant's acts 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.

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

88. 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

89. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–52 of this Complaint as though fully set forth here.

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

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

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

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

94. 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.

95. 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

96. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–52 of this Complaint as though fully set forth here.

97. 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.

98. 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.

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

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

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

102. 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.

103. 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[®] and Wegovy[®], 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 Defendant, Plaintiffs have suffered damage to the goodwill associated with its trademarks.

105. Defendant has unfairly profited from the actions alleged.

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

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendant as follows:

1. That the Court enter a judgment against Defendant that Defendant has:
 - a. Infringed the rights of Plaintiff NNAS in its federally registered Ozempic[®] and Wegovy[®] marks, in violation of 15 U.S.C. § 1114(1);
 - b. Infringed the rights of Plaintiffs in the Ozempic[®] and Wegovy[®] 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[®] and Wegovy[®] 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[®] and Wegovy[®] 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[®] or Wegovy[®] 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, the Florida Deceptive and Unfair Trade Practices Act, and any other applicable provision of law.

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

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

May 30, 2024

Respectfully submitted,

By: /s/ Jordan S. Cohen

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