

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

NOVO NORDISK A/S AND
NOVO NORDISK INC.,

Plaintiffs,

v.

CHERRY CREEK AESTHETICS &
MASSAGE INC D/B/A WEIGHT
LOSS MD,

Defendant.

Case No. 1:24-cv-1525

COMPLAINT

Plaintiffs Novo Nordisk A/S (“NNAS”) and Novo Nordisk Inc. (“NNI”) (collectively, “Plaintiffs” or “Novo Nordisk”), by and through their attorneys file their complaint against Cherry Creek Aesthetics & Massage Inc d/b/a Weight Loss MD, (“Defendant”) for trademark infringement, false advertising, and unfair competition, and seek injunctive and other relief. Plaintiffs allege as follows, on actual knowledge with respect to themselves and their own acts, and on information and belief as to all other matters.

INTRODUCTION

1. Novo Nordisk is a healthcare company with a 100-year history of innovation in developing medicines to treat serious chronic diseases like diabetes and obesity.
2. The development of semaglutide is an example of Novo Nordisk’s commitment to innovation for people living with chronic diseases. Semaglutide is the foundational molecule that serves as the primary ingredient for Novo Nordisk’s three prescription-only medicines approved by the Food and Drug Administration (“FDA”): Ozempic[®] (semaglutide) injection and

Rybelsus[®] (semaglutide) tablets for adults with type 2 diabetes and Wegovy[®] (semaglutide) injection for chronic weight management.

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

5. Defendant uses Novo Nordisk's Wegovy[®] mark 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 products or products 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 Cherry Creek Aesthetics & Massage Inc d/b/a Weight Loss MD is a corporation with a registered business address at 710 E Speer Blvd, Denver, CO 80203, United States, in this judicial district. Weight Loss MD sells and promotes compounded drug products that purport to contain semaglutide and that are not approved by the FDA ("Unapproved Compounded Drugs"). Defendant sells and promotes Unapproved Compounded Drugs masquerading as Wegovy[®] and/or uses the Wegovy[®] marks in its advertising and promotion of Unapproved Compounded Drugs that are not 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 that purport to contain semaglutide in this District, and otherwise conducts business in this District. Defendant is subject to personal jurisdiction in this District.

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

13. Plaintiffs use the trademark “Wegovy” to identify and promote the FDA-approved Wegovy® medicine. Wegovy® is sold and marketed in the United States by NNAS’s indirect, wholly-owned subsidiary, NNI.

14. 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.

15. Wegovy® has been extensively studied in clinical trials and is FDA-approved.

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

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

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

19. The Wegovy® trademark is inherently distinctive.

20. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine using 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.

21. 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 A** and **Exhibit B**, respectively.

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

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

DEFENDANT'S SALE OF UNAPPROVED COMPOUNDED DRUGS

24. Novo Nordisk does not sell its FDA-approved semaglutide medicines to Defendant for resale or redistribution.

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

26. 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.

27. 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

28. 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

29. 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

30. 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

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>.

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**

31. Defendant is a Colorado-based chain of weight loss clinics. Defendant has used Novo Nordisk’s Wegovy[®] trademark to market and sell Unapproved Compounded Drugs purporting to contain “semaglutide” that are not Wegovy[®], and has made false and misleading representations to consumers regarding the nature of its Unapproved Compounded Drugs. Defendant’s actions have misled consumers and harmed Novo Nordisk’s reputation.

32. Defendant has, for example, falsely advertised its Unapproved Compounded Drugs by making statements that describe Ozempic[®], Wegovy[®], or Rybelsus[®] but that are false or misleading when made in reference to Defendant’s Unapproved Compounded Drugs.

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

34. Defendant has claimed or implied that its Unapproved Compounded Drugs have been subjected to clinical studies and trials, or have otherwise achieved certain therapeutic outcomes attributable to Wegovy[®], Ozempic[®], and Rybelsus[®].

35. Defendant has claimed or implied that its Unapproved Compounded Drugs are a “generic” version of Wegovy[®], a product category that does not exist.

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>.

36. On information and belief, Defendant has engaged in these unlawful practices to attract customers and generate revenues and profits, including by passing off its Unapproved Compounded Drugs purporting to contain “semaglutide” as Wegovy[®].

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

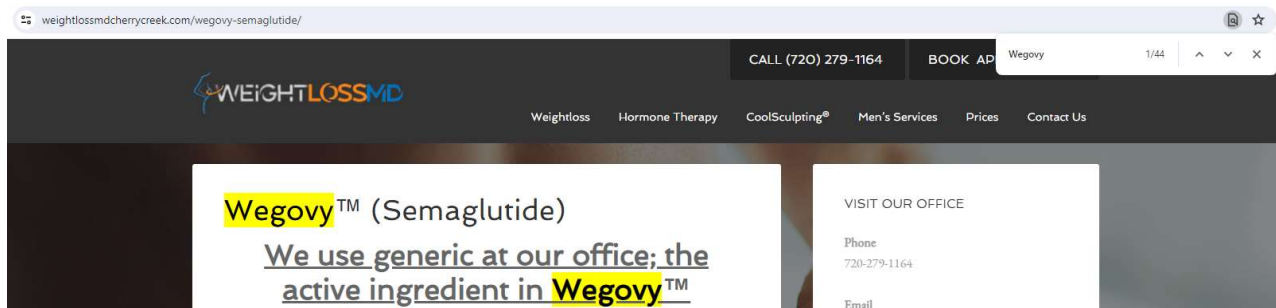
38. Defendant’s use of the Wegovy[®] mark is without the permission, consent or authorization of Novo Nordisk. Defendant has no right to use, and Defendant knows that it has no right to use, the Wegovy[®] mark in connection with Defendant’s Unapproved Compounded Drugs or otherwise.

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

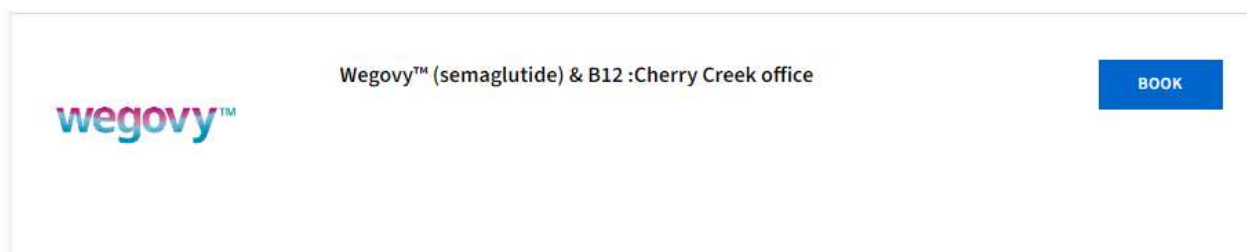
40. Illustrative examples of Defendant’s trademark infringement and false advertising are collected in the paragraphs that follow, as well as **Exhibit C and Exhibit D** hereto.

41. Defendant refers to its Unapproved Compounded Drugs as “Wegovy[™] (Semaglutide).” The Wegovy[®] mark is used over forty times on Defendant’s “Wegovy[™] (Semaglutide)” webpage.⁵

⁵ “Wegovy[™] (Semaglutide)” – Weight Loss MD, <https://weightlossmdcherrycreek.com/wegovy-semaglutide/> (last visited March 8, 2024).



42. On Defendant's booking page, Defendant prominently displays the exact stylized Wegovy® logo covered by U.S. trademark registration number 6,763,029.



43. Defendant's website features graphics with a color scheme taken from the stylized Wegovy® logo.

Why Wegovy™ (Semaglutide)?



Wegovy™ Work? How Does



44. Defendant promotes its Unapproved Compounded Drugs as a “generic” form of Wegovy®,⁶ despite the FDA having not approved any such generic product.

Wegovy™ (Semaglutide)

We use generic at our office; the
active ingredient in Wegovy™
is semaglutide

45. Defendant attributes the results of a “68-week medical study of 1,961 adults living with obesity or excess weight with a related medical problem” to its Unapproved Compounded Drugs.⁷ On information and belief, Defendants Unapproved Compounded Drugs have undergone no such testing, and Defendant is instead referring to a study of Novo Nordisk’s FDA-approved medicines.

⁶ *Id.*

⁷ *Id.*

Wegovy™ (Semaglutide) is for adults with obesity (BMI ≥ 30) or overweight (excess weight) (BMI ≥ 27) who also have weight-related medical problems to help them lose weight and keep it off. Wegovy™ (Semaglutide) should be used with a reduced-calorie meal plan and increased physical activity.

In a 68-week medical study of 1,961 adults living with obesity or excess weight with a related medical problem:

ADULTS LOST ON AVERAGE

 On average lost ~35 LBS

(or ~15% body weight)

while taking Wegovy™ (Semaglutide)

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

47. This false association is particularly concerning due to Defendant's dubious reputation. Defendant advertises its weight loss services through Groupon, an online coupon service. In reviews, Defendant's patients call out the clinic's lack of medical oversight, including a repeated failure to determine what medication patients are already taking before administering new medications—with one patient landing in urgent care due to this failure. **Exhibit E.**



Richard

☆ 7 ratings □ 1 reviews

☆☆☆☆☆ · February 9, 2018

Would not suggest that anyone should do this program! They gave me so pills and did not see it it would agree with what I am already taking! I ended up to see my doctor and ended going to the Urgent Care when I finally figured out that the pills that was issued to me by the weight loss program was not agreeing with the medication I told them I was talking! If you do go be aware what you take!!!!

Helpful



Beth B.

Fort Collins, CO

🗨️ 0 🌟 17

☆☆☆☆☆ Dec 1, 2023

You will either give this place 1 star or 5. It is a half a step above buying drugs in a back alley at night. They hand them out to whoever with little medical oversight. If you are looking for a short term fix, this is your place. If you are looking for a sound, long term approach, under the guidance of a medical professional, seeking root causes (e.g., hormones, thyroid...), with a caring staff, this place is not for you. It's also worth mentioning that if you have health insurance with a prescription plan, the Gupons are WAY WAY more expensive. Your doctor can prescribe the same things for your co-pay.



Corie S.

Denver, CO

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☆☆☆☆☆ Sep 4, 2015

Do not go! Yikes! I have no idea how they stay in business. An MA checks your weight, height, and blood pressure. She then decides that she is going to give me an unlabeled red looking shot that she can not articulate what is in it other than 'weight loss' shot. When I ask to speak with the Doctor she is extremely rude and says that they have pills (phen-phen) and shots to offer. Do not go!



Helpful 3



Thanks 0



Love this 0



Oh no 0

 **Luayne**
☆ 11 ratings □ 2 reviews

★★★★☆ - May 20, 2016

Creepy feeling over all, like I was doing an illegal drug deal. Push you in get the shot, to another window for the pills. may not even go back for the next shot.



48. There is no need for Defendant to use the Wegovy[®] trademark to advertise or promote its Unapproved Compounded Drugs purporting to contain “semaglutide,” other than to trade 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 Wegovy[®] trademark is likely to cause confusion, mistake, and deception, and infringes Plaintiffs’ established exclusive rights in those trademarks. Indeed, Defendant’s consumers frequently mistakenly refer to Defendant’s Unapproved Compounded Drugs in online reviews as “Wegovy.”

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

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

52. Plaintiff NNAS realleges and incorporates by reference each of the allegations contained in paragraphs 1–51 of this Complaint as though fully set forth here.

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

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

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

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

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

58. 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.

59. Defendant has unfairly profited from its trademark infringement.

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

61. 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.

62. 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.

63. 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.

64. 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 Plaintiffs.

65. 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)

66. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–65 of this Complaint as though fully set forth here.

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

68. Defendant uses the Wegovy[®] mark in commerce in a manner that is likely to cause confusion, or to cause mistake, or to deceive the relevant public into believing that Defendant's goods or services are authorized, sponsored, approved by, or otherwise affiliated with Plaintiffs, with Plaintiffs' genuine Wegovy[®] medicine, and/or with the Wegovy[®] marks.

69. The above-described acts of Defendant constitute infringement of the 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.

70. Defendant has unfairly profited from the actions alleged.

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

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

73. 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.

74. 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.

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

76. 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)

77. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–76 of this Complaint as though fully set forth here.

78. 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).

79. 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.

80. Defendant has also engaged in other false or misleading advertising and promotion intended to assure consumers that Defendant’s practices are lawful. On information and belief, Defendant provides consumers who purchase Defendant’s Unapproved Compounded Drugs (or whom Defendant is trying to persuade to purchase its drugs) information that makes several false or misleading statements, including those described herein and in the exhibits hereto:

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

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

83. 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.

84. 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.

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

86. 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

87. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–86 of this Complaint as though fully set forth here.

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

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

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

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

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

93. By reason of 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 the Colorado Consumer Protection Act, Colorado Revised Statutes § 6-1-101, et seq.

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

95. Defendant has engaged in the following unfair and deceptive trade practices in violation of the Colorado Consumer Protection Act:

- a. Knowingly or recklessly passing off goods, services, or property, namely, its Unapproved Compounded Drugs, as those of another, namely, Novo Nordisk;
- b. Knowingly or recklessly making a false representation as to the source, sponsorship, approval, or certification of goods, services, or property, namely, by representing that its Unapproved Compounded Drugs are from, sponsored by, approved by, or certified by Novo Nordisk;

- c. Knowingly or recklessly making a false representation as to affiliation, connection, or association with another, namely, by falsely representing that it and its Unapproved Compounded Drugs are affiliated, connected, or associated with Novo Nordisk and its FDA-approved medicines; and
- d. Knowingly or recklessly making a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property, namely, by falsely representing testing results and government approval concerning its Unapproved Compounded Drugs;

96. These deceptive or unfair trade practices occurred in the course of Defendant's business.

97. These deceptive or unfair trade practices significantly impact the public by misleading current and potential consumers into using Defendant's Unapproved Compounded Drugs, which do not have the same safety, quality, and effectiveness assurances as approved drugs and may expose patients to potentially serious health risks.

98. These deceptive or unfair trade practices caused, and are likely to continue to cause, harm to Plaintiffs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendant as follows:

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

- b. Infringed the rights of Plaintiffs in the Wegovy[®] mark and engaged in unfair competition, in violation of 15 U.S.C. § 1125(a);
 - c. Engaged in false and misleading advertising and promotion, in violation of 15 U.S.C. § 1125(a);
 - d. Engaged in unfair competition under the common law and the Colorado Consumer Protection 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 Wegovy[®] or 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 Wegovy[®] 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 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 Wegovy[®] medicine;
 - 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, C.R.S. § 6-1-113, and any other applicable provision of law.

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

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

//

//

Dated May 30, 2024

Respectfully submitted,

/s/Marc C. Levy

Marc C. Levy
Colorado Bar #40000
SEED IP LAW GROUP LLP
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Telephone: (206) 622-4900
MarcL@SeedIP.com

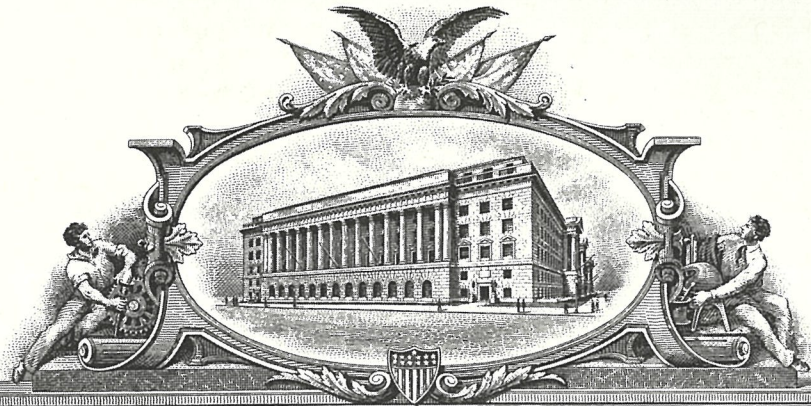
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***Attorneys for Plaintiffs
NOVO NORDISK A/S and
NOVO NORDISK INC.***

EXHIBIT A

8432325



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

November 16, 2023

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

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

SAID RECORDS SHOW TITLE TO BE IN:

REGISTRANT

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

Miguel Tarver
Certifying Officer



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.

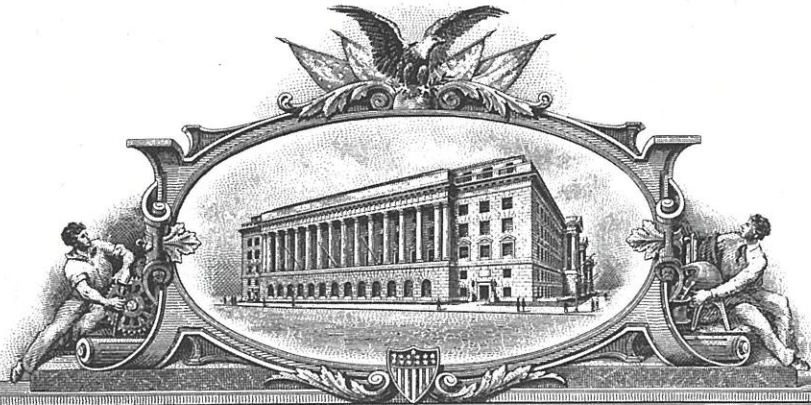
***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office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



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

United States of America

United States Patent and Trademark Office

wegovy

Reg. No. 6,763,029

Registered Jun. 21, 2022

Int. Cl.: 5

Trademark

Principal Register

Novo Nordisk A/S (DENMARK AKTIESELSKAB)

Novo Allé

DK-2880 Bagsvaerd

DENMARK

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

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

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

PRIORITY DATE OF 03-03-2021 IS CLAIMED

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

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



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

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

Requirements in the First Ten Years*

What and When to File:

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

Requirements in Successive Ten-Year Periods*

What and When to File:

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

Grace Period Filings*

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

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

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

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

EXHIBIT C

Wegovy™ (Semaglutide)
We use generic at our office, the active ingredient in Wegovy™ is semaglutide
Why Wegovy™ (Semaglutide)?



Have you lost weight in the past only to have it return? Wegovy™ (Semaglutide) may be able to help you lose weight and keep it off. Wegovy™ (Semaglutide) is for adults with obesity (BMI ≥30) or overweight (excess weight/BMI ≥27) who also have weight-related medical problems to help them lose weight and keep it off. Wegovy™ (Semaglutide) should be used with reduced-calorie meal plan and increased physical activity.

In a 68-week medical study of 1,261 adults living with obesity or excess weight with a related medical problem:

ADULTS LOST ON AVERAGE

lost an average of **~15 LBS** (or **~15% body weight**) while taking Wegovy™ (Semaglutide).

- People taking a placebo lost an average of 4 lbs (or ~2.5% body weight)
- The average starting weight for both groups was ~325 lbs.

Results from a 68-week medical study of adults with obesity (BMI ≥30) and adults with excess weight (BMI ≥27) who also had weight-related medical problems, including high blood pressure or high cholesterol. People with type 2 diabetes were included. Both groups were instructed to take medication along with a reduced-calorie meal plan and increased physical activity. 7% of people taking Wegovy™ (15 people) left the medical study due to side effects, compared to 3.5% of people taking a placebo (10 people).

While taking Wegovy™ (Semaglutide), people not only lost weight faster but kept it off. In the same study, in addition to a reduced-calorie meal plan and increased physical activity, people taking Wegovy™ lost more weight vs placebo.

What is Wegovy™ (Semaglutide injection)?

- Wegovy™ (semaglutide) injection, 2 mg, is a reversible prescription medicine used for adults with obesity (BMI ≥30) or overweight (excess weight/BMI ≥27) who also have weight-related medical problems to help them lose weight and keep the weight off.
- Wegovy™ should be used with a reduced-calorie meal plan and increased physical activity.
 - Wegovy™ contains semaglutide and should not be used with other semaglutide-containing products or other GLP-1 receptor agonist medicines.
 - It is not known if Wegovy™ is safe and effective when taken with other prescription, over-the-counter, or herbal weight loss products.
 - It is not known if Wegovy™ can be used safely in people with a history of pancreatitis.
 - It is not known if Wegovy™ is safe and effective for children under 18 years of age.

How Does



Every day, the brain receives signals from different parts in the body. Some of these signals called appetite hormones, help regulate your food intake. Wegovy™ acts as a **REDUCES APPETITE**. Wegovy™ works by mimicking a hormone that targets areas of the brain involved in regulating appetite and food intake. This can help you eat less, which can lead to:

WEIGHT LOSS

What is the most important information I should know about Wegovy™ (Semaglutide)?

Wegovy™ (Semaglutide) may cause serious side effects, including:

- **Insulin-dependent diabetes, including cancer.** Tell your healthcare provider if you get a fever or swelling in your neck, weakness, trouble swallowing, or become ill-sleazy. There may be symptoms of thyroid cancer. In studies with adults, Wegovy™ (Semaglutide) and medicines that work like Wegovy™ caused thyroid cancer, including thyroid cancer. It is not known if Wegovy™ (Semaglutide) will cause thyroid cancer or any type of thyroid cancer called medullary thyroid carcinoma (MTC) in people.
- **Do not use Wegovy™ (Semaglutide) if you or one of your family members had type 2 diabetes called medullary thyroid carcinoma (MTC) or if you have an endocrine system condition called Multiple Endocrine Neoplasia syndrome type 2 (MEN 2).**

Do not use Wegovy™ if:

- Have you or one of your family members had a type of thyroid cancer called medullary thyroid carcinoma (MTC), or if you have an endocrine system condition called Multiple Endocrine Neoplasia syndrome type 2 (MEN 2)?
- You have had a severe allergic reaction to semaglutide or any of the ingredients in Wegovy™ (Semaglutide).

Before using Wegovy™ (Semaglutide), tell your healthcare provider if you have any other medical conditions, including if you:

- Have or have had problems with your pancreas or thyroid?
- Have type 2 diabetes and a history of diabetic retinopathy?
- Have or have had depression, suicidal thoughts, or mental health issues.
- Are you pregnant or plan to become pregnant? Wegovy™ may harm your unborn baby. You should stop using Wegovy™ (Semaglutide) 2 months before you plan to become pregnant.
- Are you breastfeeding or planning to breastfeed? It is not known if Wegovy™ (Semaglutide) passes into your breast milk.

Tell your healthcare provider about all the medicines you take, including prescription and over-the-counter medicines, vitamins, and herbal supplements. Wegovy™ may affect how some medicines work and some drugs may affect the way Wegovy™ works. Tell your healthcare provider if you are taking other medicines to treat diabetes, including sulfonylureas or insulin. Wegovy™ does interact with other oral and injectable medicines that need to pass through the stomach quickly.

What are the possible side effects of Wegovy™ (Semaglutide)?

Wegovy™ (Semaglutide) may cause serious side effects, including:

- **Inflammation of your pancreas (pancreatitis).** Stop using Wegovy™ and call your healthcare provider immediately if you have severe pain in your stomach area (abdomen) that will not go away, with or without vomiting. You may feel the pain from your abdomen to your back.
- **gallbladder problems.** Wegovy™ may cause gallbladder problems, including gallstones. Some gallstones may need surgery. Call your healthcare provider if you have symptoms, such as pain in your upper stomach (abdomen), fever, chills, or yellowing of the skin or eyes (jaundice), or the stool is dark.
- **Increased risk of low blood sugar (hypoglycemia) in patients with type 2 diabetes, especially those who also take medicines for type 2 diabetes, such as sulfonylureas or insulin.** This can be both serious and common side effect. Tell your healthcare provider about how you regulate and use low blood sugar and check your blood sugar before you start and while you take Wegovy™. Signs and symptoms of low blood sugar may include dizziness or lightheadedness, blurred vision, anxiety, irritability or mood changes, sweating, shakiness, hunger, confusion or drowsiness, dizziness, weakness, headache, fast heartbeat, or feeling dizzy.
- **Kidney problems (kidney failure).** It is linked with kidney problems, diarrhea, nausea, and vomiting may cause a loss of blood (dehydration) which may cause kidney problems to get worse. You need to drink fluids to help reduce your chance of kidney failure.
- **Severe allergic reactions.** Stop using Wegovy™ and get medical help immediately if you have any symptoms of a severe allergic reaction, including swelling of your face, lips, tongue, or throat; problems breathing or swallowing; severe rash or itching; hives or feeling dizzy to very rapid heartbeat.
- **Change in vision in patients with type 2 diabetes.** Tell your healthcare provider if you have changes in vision during treatment with Wegovy™.
- **You have an increased heart rate.** Wegovy™ can increase your heart rate while you are at rest. Tell your healthcare provider if you feel your heart racing or pounding in your chest, and if it lasts for several minutes.
- **Depression or changes of moods.** You should pay attention to any mood changes, especially sudden changes in your usual behavior, thoughts, or feelings. Call your healthcare provider right away if you have any mood changes that are new, worse, or worry you.

The most common side effects of Wegovy™ (Semaglutide) may include: constipation, diarrhea, nausea, vomiting, constipation, stomach discomfort, pain, headache, weakness, fatigue, upset stomach, dizziness, feeling bloated, belching gas, stomach full, and heartburn.

Share this: Facebook X X

VISIT OUR OFFICE

Phone
730.279.1164

Email
info@weightlossmd.com

Address
701 1/2 Squar Blvd
Denver, CO 80202

BOOK YOUR APPOINTMENT

BOOK NOW

OFFICE LOCATION
 701 1/2 Squar Blvd
 Denver, CO 80202

BOOK YOUR APPOINTMENT

Call Now (730) 279-1164

BEST OF COLORADO

EXHIBIT D



Groupon Wegovy™ (semaglutide) & B12 at Cherry Creek Office

BOOK

What's included: *In-office consultation *First Months Medication (if prescribed) *Injections can be taken home or in the office *The one-month starting dose is typically .25mg ...

SHOW ALL



Wegovy™ (semaglutide) & B12 :Cherry Creek office

BOOK

EXHIBIT E



Corie S.

Denver, CO

@ 0 + 8

★☆☆☆☆ Sep 4, 2015

Do not go! Yikes! I have no idea how they stay in business. An MA checks your weight, height, and blood pressure. She then decides that she is going to give me an unlabeled red looking shot that she can not articulate what is in it other than 'weight loss' shot. When I ask to speak with the Doctor she is extremely rude and says that they have pills (phen-phen) and shots to offer. Do not go!



Helpful 3



Thanks 0



Love this 0



Oh no 0



Beth B.

Fort Collins, CO

@ 0 + 17

★☆☆☆☆ Dec 1, 2023

You will either give this place 1 star or 5. It is a half a step above buying drugs in a back alley at night. They hand them out to whoever with little medical oversight. If you are looking for a short term fix, this is your place. If you are looking for a sound, long term approach, under the guidance of a medical professional, seeking root causes (e.g., hormones, thyroid...), with a caring staff, this place is not for you. It's also worth mentioning that if you have health insurance with a prescription plan, the Grupons are WAY WAY more expensive. Your doctor can prescribe the same things for your co-pay.



Luayne

☆ 11 ratings □ 2 reviews

☆☆☆☆☆ · May 20, 2016

Creepy feeling over all, like I was doing an illegal drug deal. Push you in get the shot, to another window for the pills. may not even go back for the next shot.



Richard

☆ 7 ratings □ 1 reviews

☆☆☆☆☆ · February 9, 2018

Would not suggest that anyone should do this program! They gave me so pills and did not see it it would agree with what I am already taking! I ended up to see my doctor and ended going to the Urgent Care when I finally figured out that the pills that was issued to me by the weight loss program was not agreeing with the medication I told them I was talking! If you do go be aware what you take!!!!



Civil Action No. 1:24-cv-1525

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 10/20) District of Colorado

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NOVO NORDISK A/S and NOVO NORDISK INC.

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Seed IP Law Group LLP, 701 5th Ave #5400, Seattle, WA 98104, 206-622-4900; Covington & Burling LLP

DEFENDANTS

CHERRY CREEK AESTHETICS & MASSAGE INC D/B/A WEIGHT LOSS MD

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Labor, and Tax Suits.

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

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

VI. CAUSE OF ACTION

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

15 U.S.C. § 1114(1); 15 U.S.C. § 1125(a)(1)(A); 15 U.S.C. § 1125(a)(1)(B)

Brief description of cause: Trademark Infringement and False Advertising

AP Docket

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE

May 30, 2024

SIGNATURE OF ATTORNEY OF RECORD

s/Marc C. Levy

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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