UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE GLUCAGON-LIKE PEPTIDE-1 RECEPTOR AGONISTS (GLP-1 RAS) PRODUCTS LIABILITY LITIGATION

BENNY SHUMPERT	:	
	:	MDL NO. 3094
Plaintiff,	:	
	:	THIS DOCUMENT RELATES TO
vs.	:	ALL CASES
	:	
NOVO NORDISK A/S, NOVO NORDISK Inc.	:	JUDGE KAREN SPENCER MARSTON
	:	
	:	COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	CIVIL ACTION NO.: 2:25-cv-1855
	:	

COMPLAINT AND DEMAND FOR A JURY TRIAL

DIRECT FILING ORDER AND VENUE

Plaintiff files this Complaint pursuant to the Direct Filing Order and is to be bound by the rights, protections, and privileges, and obligations of the Direct Filing Order and other Orders of the Court. Further, in accordance with the Direct Filing Order, Plaintiff hereby designates the United States District Court for the Southern District of Mississippi as Plaintiff's venue ("Original Venue"). Plaintiff makes this selection based one (or more) of the following factors:

X Plaintiff currently resides in Perkinston, Mississippi.

X Plaintiff purchased and used Defendant(s)' products in Wiggins and Perkinston, Mississippi.

__ The Original Venue is a judicial district in which Defendant Novo Nordisk, Inc. and/or Novo Nordisk A/S resides, and all Defendants are residents of the State in which the district is located (28 USC § 1391(b)(1)).

X The Original Venue is a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, specifically (28 USC § 1391(b)(2)):

Plaintiff resided in Original Venue, continues to reside in Original Venue, and purchased GLP1 RAs in Original Venue.

__ There is no district in which an action may otherwise be brought under 28 USC § 1391, and the Original Venue is a judicial district in which Defendant Novo Nordisk, Inc. and/or Novo Nordisk A/S is subject to the Court's personal jurisdiction with respect to this action (28 USC § 1391(b)(3)).

__ Other reason: (please explain): _____ .

INTRODUCTION

Plaintiff, BENNY SHUMPERT, by and through his attorneys, files this Complaint against Defendants Novo Nordisk A/S, et. al. for their failure to warn Plaintiff about the true risks of their weight loss drugs, Wegovy and Ozempic, as well as for negligence and deceptive and unfair marketing of the same. This is an action for damages suffered by BENNY SHUMPERT who was severely injured as a result Defendants' widespread marketing of their drugs, Wegovy and Ozempic, and his subsequent use of Ozempic, an injectable prescription medication that is approved for the treatment of type 2 diabetes. In support thereof, Plaintiff alleges as follows:

PARTIES

1. Plaintiff, Benny Shumpert, is a citizen and resident of the State of Mississippi.

2. Defendant Novo Nordisk Inc. ("Novo Nordisk") is a Delaware corporation that has its principal place of business at 800 Scudders Mill Road, Plainsboro, New Jersey 08536.

3. Defendant Novo Nordisk Inc. is wholly owned by Novo Nordisk US Commercial Holdings, Inc.

4. Defendant Novo Nordisk A/S is a public limited liability company organized under the laws of Denmark with its principal place of business in Bagsværd, Denmark.

5. Collectively, Defendants will be referred to as the "Novo Nordisk Defendants."

6. Upon information and belief, the Novo Nordisk Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and/or distributed Ozempic and Wegovy.

7. Upon information and belief, Defendants failed to warn the end users of Ozempic and Wegovy of the complications and devastating effects of which the company knew or should have known.

8. Upon information and belief, Defendants' marketing was deceptive and misleading about the true risks associated with use of Ozempic and Wegovy of which the company knew or should have known.

JURISDICTION

9. This Court has subject matter jurisdiction under 28 U.S.C. §1332(a) as the matter in controversy exceeds the value of $75,000, exclusive of interest and costs and is between citizens of different states and/or a foreign state, as Plaintiff is a citizen of the State of Mississippi, and each Defendant is neither incorporated nor has its principal place of business in the State of Mississippi.

10. This Court has personal jurisdiction over Defendants consistent with the United States Constitution and 42 Pa. Consol. Stat. Ann. §5322 (Pennsylvania's "long arm" statute), as Plaintiff's claims arise out of Defendants' transaction of business, their tortious acts within the Commonwealth of Pennsylvania, their doing a series of similar acts for the purpose of thereby realizing pecuniary benefit, and by virtue of Defendants' substantial, continuous, and systematic contacts with the Commonwealth of Pennsylvania.

11. This Court has supplemental jurisdiction over the remaining common law and state law claims pursuant to 28 U.S.C. § 1367.

12. Novo Nordisk's contacts with Philadelphia, Pennsylvania include the following, which are related to the actions and transactions at issue in this complaint:

13. Novo Nordisk has retained U.S. private contract manufacturer PCI Pharma Services to handle assembly and packaging of Wegovy, including putting together the self-injection pens used to administer Wegovy.[1] The self-injection pens are required for a patient to use the drug and potentially suffer adverse effects underlying this complaint. PCI Pharma Services is headquartered in Philadelphia, PA.[2][3]

14. Novo Nordisk routinely recruits employees within Philadelphia related to diabetes care[4],and recruits sales associates in Pennsylvania.[5] Novo Nordisk maintains employees in Philadelphia related to diabetes care.[6] The Philadelphia Department of Public Health released a report on "Drug Marketing Through Gifts of Meals to Physicians in Philadelphia," which showed Novo Nordisk's Ozempic was #8 in the "Top 20 Drugs Marketed in Philadelphia" in 2018 through February 2020.[7]

15. Novo Nordisk's marketing agency for Wegovy, Accenture Song (formerly Concentric Life), has multiple offices in Pennsylvania including Philadelphia.[8]

---

[1] https://www.reuters.com/business/healthcare-pharmaceuticals/novo-nordisk-hires-private-us-firm-handle-some-wegovy-pen-assembly-source-2023-09-18/
[2] *Id*.
[3] https://pci.com/contact/
[4] https://novonordisk.dejobs.org/philadelphia-pa/medical-liaison-liver-health-pa/EF6DC568FC1E45E4B180EE94A52DBB1C/job/
[5] https://www.novonordisk-us.com/careers/find-a-job/job-ad.292229.en_US.html
[6] https://www.linkedin.com/in/lindsey-hunt-82911b55
[7] https://www.phila.gov/media/20200204150030/2020-drug-marketing-report_2_4_2020.pdf
[8] https://www.pm360online.com/elite-2023-marketing-team-wegovy-obesity-marketing-team-of-novo-nordisk-inc/ ; and see https://newsroom.accenture.com/news/2023/accenture-completes-acquisition-of-healthcare-marketing-agency-concentriclife; and https://www.accenture.com/us-en/about/locations/office-details?loc=Pennsylvania.

16. The marketing agency that leads the Wegovy account is now Accenture Song. Accenture Song has four Pennsylvania offices, including one in Philadelphia. The Wegovy marketing team was awarded the industry Launch award for the year, and specifically thanked "our partners at Novo Nordisk" whose dedication "made it possible."[9]

17. Novo Nordisk funds extensive research at the University of Pennsylvania in Philadelphia and Penn Medicine specifically related to diabetes care and weight loss.[10] Moreover, University of Pennsylvania Professors have received research funds on behalf of the University of Pennsylvania while also serving on the advisory board of Novo Nordisk on studies directly related to semaglutide and obesity.[11][12]

18. Novo Nordisk has funded Philadelphia community programs to address obesity and diabetes.[13] This includes Novo Nordisk serving as a "local sponsor" for the Philadelphia Walk from Obesity and Fun Run; targeting Philadelphia as its second city in its "Cities Changing Diabetes" initiative; and hosting a "Tackle Your Health" sweepstakes with the Philadelphia Eagles to educate Eagle fans on the risk factors associated with type 2 diabetes and obesity.[14]

BACKGROUND

I. An Accidental Blockbuster: The Development of Ozempic and Wegovy

[9] https://www.newswire.com/news/concentric-health-experience-named-agency-of-the-year-at-the-2022-21695158
[10] See, e.g., https://www.nursing.upenn.edu/details/news.php?id=1522; https://www.pennmedicine.org/news/news-releases/2020/march/newly-discovered-brain-response-to-obesity-drug-may-inform-future-treatments.
[11] https://onlinelibrary.wiley.com/doi/full/10.1002/oby.23946
[12] https://www.med.upenn.edu/weight/wadden.html; https://wfpc.sanford.duke.edu/podcast_guest/wadden-thomas/
[13] https://hcifonline.org/tag/population-health/
[14] https://bariatrictimes.com/walk-from-obesity-raising-funds-in-philadelphia-summer-2019/; https://www.citieschangingdiabetes.com/network/philadelphia.html; https://static.clubs.nfl.com/image/upload/v1666020341/eagles/mp3pn3smy1yf2sj3cyrp.pdf

19. In the early 1990s, Novo Nordisk researchers discovered that when they injected into rats a chemical compound known as liraglutide—a GLP-1 (glucagon-like peptide-1) agonist—the drug caused the rats to stop eating almost entirely.[15]

20. GLP-1 agonists are a class of medications that can help lower blood sugar levels and promote weight loss.[16] An agonist is a manufactured substance that attaches to a cell receptor and causes the same action as the naturally occurring substance.[17] Thus, GLP-1 agonists work by mimicking a naturally occurring GLP-1 hormone.

21. To describe the process in other words, GLP-1 medications bind to GLP receptors to trigger the effects (or roles) of the GLP-1 hormone. The higher the dose of the GLP-1 agonist, the more extreme the effects.[18]

22. "These rats, they starved themselves," said one Novo Nordisk scientist, Lotte Bjerre Knudsen, in a video series released by the Novo Nordisk Foundation, "so we kind of knew there was something in some of these peptides that was really important for appetite regulation."[19]

23. Later testing in human subjects revealed that those who received an intravenous drip of GLP-1 agonist ate 12% less at a lunch buffet than those who got a placebo.[20]

24. Consequently, Novo Nordisk decided to study liraglutide as not only a diabetes drug which had been shown to lower blood sugars, but also as a drug to treat obesity.[21]

---

[15] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 17, 2023)
[16] https://my.clevelandclinic.org/health/articles/13901-glp-1-agonists (last visited Sept. 17, 2023)
[17] *Id*.
[18] *Id*.
[19] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 17, 2023).
[20] *Id*.
[21] *Id*.

25. Years later, in 2010, liraglutide was approved for the treatment of diabetes by the FDA under Novo Nordisk's brand name Victoza,[22] at which point Novo Nordisk moved forward with studying the drug for weight loss.[23]

26. After clinical trials, in 2014 the FDA approved liraglutide for treatment of obesity under Novo Nordisk's brand name Saxenda as a daily injectable.[24]

27. Saxenda's effects on weight loss, however, were modest; patients lost about 5% of their weight.[25]

28. To find ways to make a longer-lasting a GLP-1 agonist so patients would not have to inject themselves every day, Novo Nordisk created a new molecule with the chemical name semaglutide.[26]

29. Novo Nordisk branded semaglutide as Ozempic, and on December 5, 2016, the Novo Nordisk Defendants announced submission of Ozempic's new drug application (NDA) to the FDA for regulatory approval of once-weekly injectable in 0.5 mg or 1 mg for treatment of Type 2 diabetes. In the announcement, Defendants represented that in clinical trials "once-weekly" Ozempic had a safe and well-tolerated profile, and Defendants represented that the most common adverse event was nausea.[27]

30. On December 5, 2017, the FDA approved the application and granted premarket approval as NDA 209637.[28]

---

[22] https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2957743/#:~:text=The%20incretin%20mimetic%20liraglutide%20(Victoza,adults%20with%20type%2D2%20diabetes.&text=Liraglutide%20is%20also%20approved%20in%20Europe%20and%20Japan (last visited Sept. 18, 2023).

[23] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 17, 2023).

[24] *Id*.

[25] *Id*.

[26] *Id*.

[27] https://ml.globenewswire.com/Resource/Download/d2f719e1-d69f-4918-ae7e-48fc6b731183 (last visited Sept. 17, 2023).

[28] https://www.accessdata.fda.gov/Ozempicatfda_docs/appletter/2017/209637s000ltr.pdf (last visited Sept. 17, 2023).

31. In addition to diabetic control, Ozempic also caused 15% weight loss, which was three times the loss caused by its predecessor, Saxenda.[29]

32. Just one year after Ozempic's approval for diabetes, Defendants started a clinical trial in patients who were overweight or suffered from obesity.[30]

33. The results of the trial demonstrated that for participants who were overweight or obese, 2.4 mg of semaglutide once weekly plus lifestyle intervention was associated with sustained, clinically relevant reduction in body weight.[31]

34. Importantly, the trial data also pointed out that more participants in the semaglutide group than in the placebo group discontinued treatment owing to gastrointestinal events (59 [4.5%] vs. 5 [0.8%]).

35. By March of 2021, Defendants had completed the clinical trial studying semaglutide for weight loss, and its results were published March 18, 2021.[32]

36. In addition to the results, the published study, which was funded by Defendants, argued: "Obesity is a chronic disease and global public health challenge."[33]

37. On March 20, 2019, Defendant Novo Nordisk Inc. submitted supplemental a new drug application for Ozempic 0.5 mg or 1 mg injection, requesting approval to expand its marketing of Ozempic by adding an indication to reduce the risk of major adverse cardiovascular events in

[29] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 17, 2023).
[30] *Id*.
[31] https://www.nejm.org/doi/full/10.1056/NEJMoa2032183 (last visited Sept. 17, 2023)
[32] https://www.nejm.org/doi/full/10.1056/NEJMoa2032183 (last visited Sept. 17, 2023)
[33] *Id*.

adults with type 2 diabetes and established cardiovascular disease.[34] On January 16, 2020, the FDA approved this new indication.[35]

38. Then, on May 28, 2021, Defendant Novo Nordisk Inc. submitted another sNDA requesting approval for a higher 2 mg dose of Ozempic injection. On March 28, 2022, the FDA approved this request.[36]

39. In their press release, Defendants represented Ozempic as having "proven safety and efficacy" and they continued to advertise that "it can help many patients lose some weight."[37] As with its prior press releases, Defendants disclosed Important Safety Information and provided link to the Medication Guide and Prescribing Information. However, severe gastrointestinal events, including gastroparesis and gastroenteritis, were not identified as risks.

40. On June 4, 2021, the FDA announced that Wegovy was approved for use in adults with obesity (BMI over 30) or overweight (BMI over 27) and at least one chronic health condition, [38]and was the first FDA approved drug for weight loss since 2014.[39]

41. Wegovy and Ozempic are chemically identical and primarily differ based upon dosage.

---

[34] https://www.prnewswire.com/news-releases/novo-nordisk-files-for-us-fda-approval-of-oral-semaglutide-for-blood-sugar-control-and-cardiovascular-risk-reduction-in-adults-with-type-2-diabetes-300815668.html (last visited on Sept. 17, 2023).
[35] https://www.accessdata.fda.gov/Ozempicatfda_docs/appletter/2020/209637Orig1s003ltr.pdf (last visited Sept. 17, 2023).
[36] https://www.accessdata.fda.gov/Ozempicatfda_docs/appletter/2022/209637Orig1s009ltr.pdf (last visited Sept. 17, 2023).
[37] https://www.prnewswire.com/news-releases/novo-nordisk-receives-fda-approval-of-higher-dose-ozempic-2-mg-providing-increased-glycemic-control-for-adults-with-type-2-diabetes-301512209.html (last visited Sept. 17, 2023).
[38] https://www.fda.gov/news-events/press-announcements/fda-approves-new-drug-treatment-chronic-weight-management-first-2014 (last accessed Sept. 17, 2023)
[39] *Id*.

42. On December 23, 2022, Novo Nordisk announced FDA approval of Wegovy injection, along with reduced calorie meal plan and exercise, for the treatment of obesity in adolescents aged 12 years and older.[40]

II. Defendants Create a Market: Millions Spent on Marketing and Promotion Create a Media Frenzy and Mega Seller

43. Since Defendants discovered GLP-1 agonists potential use for weight loss, Defendants began working to change medical consensus as it relates to obesity.

44. Conventionally, evidence-based approaches to obesity focused on lifestyle: eating whole, nutritious foods, exercising, reducing stress, and obtaining adequate sleep. In contrast, Defendants have spent millions of dollars marketing the belief that sustained weight loss is only achievable by using Defendants' medications at a cost of more than $1000 a month.

45. Throughout their marketing, Defendants fail to disclose the true serious side effects of Ozempic and Wegovy, including but not limited to hospitalization and death.

46. Defendants also fail to disclose in their label and patient brochure for Ozempic and/or Wegovy that to maintain any weight loss, the patient must stay on the drug permanently or most patients will regain most of the weight within one year and virtually all the weight will be regained within five years.[41]

47. When the Novo Nordisk Defendants announced that they had started selling Ozempic in the United States, they touted the medication as a "new treatment option[]" that "addresses the concerns and needs of people with diabetes[.]" The Novo Nordisk Defendants offered an "Instant Savings Card to reduce co-pays to as low as $25 per prescription fill for up to two years."

[40] https://www.novonordisk-us.com/media/news-archive/news-details.html?id=151389 (last visited Sept. 17, 2023).
[41] https://www.cnbc.com/2023/03/29/people-taking-obesity-drugs-ozempic-and-wegovy-gain-weight-once-they-stop-medication.html; https://pubmed.ncbi.nlm.nih.gov/35441470/

48. Indeed, some patients will regain even more weight after stopping the drug, so that they end up heavier than before starting Ozempic and/or Wegovy.[42] This is also not disclosed in the label or patient brochure.

49. Novo Nordisk was not permitted to market Ozempic for weight loss without F.D.A. approval for that specific indication,[43] but before Wegovy ever received separate approval for treatment of weight loss, Novo Nordisk had already begun mentioning weight loss in their Ozempic commercials.[44]

50. On July 30, 2018, the Novo Nordisk Defendants launched their first television ad for Ozempic to the tune of the 1970s hit pop song "Magic" by Pilot, wherein the Novo Nordisk Defendants advertised that "adults lost on average up to 14 pounds" when taking Ozempic.[45]

51. Over the next five years, the Novo Nordisk Defendants spent $884,000,000 on

[42] https://www.cnbc.com/2023/03/29/people-taking-obesity-drugs-ozempic-and-wegovy-gain-weight-once-they-stop-medication.html
[43] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 18, 2023).
[44] *Id.*
[45] https://www.ispot.tv/ad/d6Xz/ozempic-oh (last visited Sept. 18, 2023).

running television ads in the United States to promote its semaglutide Ozempic, Wegovy, and another of its lesser known GLP-1 agonists, Rybelsus, with most advertisements allocated towards Ozempic.[46]

52. By 2021, Defendants' aggressive marketing of the weight loss benefits of Ozempic, sophisticated use of social media, and America's socially ingrained desire to be thin had reached a tipping point.[47]

53. Defendants' aggressive marketing includes a number of different platforms, including over 4,000 marketing advertisements for Ozempic and similar weight-loss medications that have been placed on Facebook and Instagram.[48]

54. According to open payments data, Novo Nordisk spent $33,927,336.42 on marketing/consulting/travel/food and beverage/etc. to physicians in 2022 alone.[49]

55. For its two drugs approved specifically for obesity, Wegovy and Saxenda, Novo Nordisk has spent at least $25.8 million over the past decade to U.S. medical professionals to promote sales of the drug.[50]

56. Overall, at least 57 U.S. physicians each accepted at least $100,000 from Novo Nordisk in payments associated with Wegovy or Saxenda over the past decade. A Reuters special report found these physicians were an influential group: Forty-one were obesity specialists who run weight-management clinics, work at academic hospitals, write obesity-treatment guidelines or hold top positions at medical societies.[51]

---

[46] https://medwatch.com/News/Pharma Biotech/article15680727.ece (last visited Sept. 18, 2023).
[47] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited Sept. 18, 2023).
[48] https://www.nbcnews.com/tech/internet/ozempic-weight-loss-drug-ads-instagram-wegovy-semaglutide-rcna88602 (last visited Sept. 18, 2023).
[49] https://openpaymentsdata.cms.gov/company/100000000144 (last visited Sept. 18, 2023).
[50] https://www.reuters.com/investigates/special-report/health-obesity-novonordisk-doctors/
[51] *Id*.

57. Dr. Donna Ryan, a Louisiana researcher and former president of The Obesity Society, has accepted more than $1 million from Novo Nordisk over the last decade, including $600,691 related to Wegovy and Saxenda, the analysis found.[52] As reported in Reuters, Ryan was instrumental in persuading the U.S. Office of Personnel Management to cover Wegovy and similar drugs for millions of federal workers.[53]

58. On TikTok, the hashtag #Ozempic had 273 million views as of November 22, 2022,[54] and currently has over 1.2 billion views.[55]

59. The hashtag #wegovyweightloss has 163.2 million views as of September 9, 2023, on TikTok.

60. The hashtag #ozempicjourney has 199.5 Million views, as of September 9, 2023, on TikTok.

61. Novo Nordisk partnered directly with Meta and Instagram to run marketing campaigns. One diabetes marketing campaign achieved a dramatic 28% direct engagement rate with their polls.[56] This was a lauded result presented in a case study by Meta.

62. On July 10, 2023, a global media company declared Ozempic as "2023's buzziest drug" and one of the "Hottest Brands, disrupting U.S. culture and industry."[57]

63. Novo Nordisk reportedly spent approximately one hundred million dollars advertising Ozempic last year.[58] Ozempic ranked as the sixth most advertised prescription drug brand in 2022, with a U.S. measured media spend of $181 million, according to Vivvix spending

---

[52] *Id*.
[53] *Id*.
[54] https://www.nytimes.com/2022/11/22/well/ozempic-diabetes-weight-loss.html (last visited Sept. 18, 2023).
[55] https://www.tiktok.com/tag/ozempic (last visited on August 1, 2023).
[56] https://business.instagram.com/success/novo-nordisk (last visited Sept. 17, 2023).
[57] https://adage.com/article/special-report-hottest-brands/ozempic-hottest-brands-most-popular-marketing-2023/2500571 (last visited on Sept. 17, 2023).
[58] https://www.newyorker.com/magazine/2023/03/27/will-the-ozempic-era-change-how-we-think-about-being-fat-and-being-thin (last visited Sept. 17, 2023).

data and Pathmatics paid social data as reported in Ad Age Leading National Advertisers 2023.[59]

64. In 2023, over $491 million was spent advertising "diabesity" drugs, including Ozempic and Wegovy.[60]

65. Jimmy Kimmel joked about Ozempic at the Oscars.[61]

66. Howard Stern has joked and discussed Ozempic.[62] Interestingly, Stern notes that the "catchy" theme song "distracts" the listener from actually hearing any of the listed side effects.[63]

67. Both Elon Musk and Chelsea Handler are among the celebrities who have admitted to using the drug for weight loss.[64]

68. Novo Nordisk has partnered directly with other celebrities as paid spokespersons, including Queen Latifah.[65]

69. As part of overall campaigns to target Black, Brown, and Hispanic consumers with their marketing campaigns and social media partnerships with influencers, in addition to Queen Latifah Novo Nordisk has compensated Yvette Nicole Brown to serve as a paid spokesperson.[66]

70. In 2021, Novo Nordisk even gave between $100,000 and $399,999 to the Congressional Black Caucus Foundation.[67]

---

[59] https://adage.com/article/special-report-hottest-brands/ozempic-hottest-brands-most-popular-marketing-2023/2500571?utm_source=exchange&utm_medium=email&utm_campaign=t5687390
[60] https://www.mmm-online.com/home/channel/spending-on-ozempic-wegovy-surges/
[61] https://www.usatoday.com/story/life/health-wellness/2023/03/13/ozempic-sweeping-hollywood-celebrities-weight-loss/11428801002/ (last accessed Sept. 17, 2023).
[62] https://www.youtube.com/watch?v=QD-nCQn1Ads (last visited on Sept. 17, 2023).
[63] *Id*.
[64] https://www.insider.com/ozempic-celebrities-denied-semaglutide-wegovy-weight-loss-drugs-khloe-kardashian-2023-3#chelsea-handler-said-she-was-on-semaglutide-without-realizing-it-7 (last visited on Sept. 18, 2023).
[65] https://www.npr.org/sections/health-shots/2023/08/07/1192279278/ozempic-and-wegovy-maker-courts-prominent-black-leaders-to-get-medicares-favor (last visited Sept. 17, 2023)
[66] https://www.essence.com/health-and-wellness/yvette-nicole-brown-fighting-obesity/ (last visited on Sept. 18, 2023).
[67] https://www.npr.org/sections/health-shots/2023/08/07/1192279278/ozempic-and-wegovy-maker-courts-prominent-black-leaders-to-get-medicares-favor (last visited Sept. 17, 2023)

71. Novo Nordisk combined with Eli Lilly are spending roughly ten million dollars annually on lobbying.[68]

72. A primary focus of that lobbying is the proposed Treat and Reduce Obesity Act, which has been introduced in congressional sessions annually since 2012. The Treat and Reduce Obesity Act would require Medicare to cover, among other treatments, chronic-weight-management drugs.[69]

73. Defendants and their competitors have promoted the message that "obesity is a disease" and largely due to "genetics" and "not a choice," in addition to promoting the message that coverage of pharmaceutical drugs for obesity is a step toward health equity.[70] What is not promoted is that this message directly impacts Defendants' pocketbooks by encouraging insurance to cover their drugs. Defendants' messaging encourages patients and prescribers to forgo lifestyle changes – long the cornerstone of healthy weight loss – in favor of powerful, dangerous, and expensive drugs.

74. Anticipating the passage of this bill within the next few years, Morgan Stanley forecasts that U.S. revenue from such drugs will increase four-hundredfold by the end of the decade. Obesity looks "set to become the next blockbuster pharma category," it declared in a report last year, which also predicted that social media and word of mouth will create an "exponential virtuous cycle" around the new medications: a quarter of people with obesity will seek treatment from physicians, up from the current seven per cent, and more than half of those who do will begin

[68] https://www.npr.org/sections/health-shots/2023/08/07/1192279278/ozempic-and-wegovy-maker-courts-prominent-black-leaders-to-get-medicares-favor (last visited Sept. 17, 2023)
[69] https://www.newyorker.com/magazine/2023/03/27/will-the-ozempic-era-change-how-we-think-about-being-fat-and-being-thin (last visited Sept. 17, 2023); https://www.fiercepharma.com/pharma/novo-nordisk-eli-lilly-and-boehringer-get-behind-lawmakers-bill-enable-obesity-drug-coverage (accessed Sept. 17, 2023)
[70] https://www.statnews.com/2022/01/06/recognizing-obesity-as-a-disease-is-a-step-toward-health-equity/ (last visited on Sept. 18, 2023); https://www.womenshealthmag.com/health/a42679413/causes-of-obesity-genetics-lifestyle/ (last visited on Sept. 18, 2023)

taking medicine.[71]

75. Defendants also own and operate several marketing campaign websites that are created for the purposes of educating on the science of obesity and creating a change in how obesity is understood and treated.

76. This includes the website "The Truth about Weight."[72]

77. This website includes headings such as "my weight, my culture," with these "my weight, my culture" hashtags appearing on Instagram with an apparent focus to target Black, Brown, and Hispanic individuals.[73]

78. Defendants also own and operate the website "It's Bigger Than Me."[74] This advertising campaign website promotes the message that obesity is a chronic health condition that requires pharmaceutical drugs to manage.[75]

79. The hashtag #itsbiggerthan also reveals paid social media influencers promoting "body positivity" and linking back to Novo Nordisk's website (and ultimately to their weight loss drugs).

80. Novo Nordisk's presentation on capital markets day makes it clear that these campaigns are designed to "activate more people to seek treatment for obesity."[76]

81. Defendants have also spent significant resources aligning themselves and infiltrating their influence into physician and advocacy groups.

82. This includes the American Board of Obesity Medicine. The former Director of the

[71] https://www.newyorker.com/magazine/2023/03/27/will-the-ozempic-era-change-how-we-think-about-being-fat-and-being-thin (last visited on Sept. 18, 2023).
[72] https://www.truthaboutweight.com/ (last visited on Sept. 18, 2023).
[73] https://www.truthaboutweight.com/understanding-excess-weight/my-weight-my-culture.html (last visited on Sept. 18, 2023).
[74] https://www.itsbiggerthan.com (last accessed Sept. 18, 2023).
[75] *Id*.
[76] https://www.novonordisk.com/content/dam/nncorp/global/en/investors/pdfs/capital-markets-day-2022/P5-obesity-care.pdf (last visited on Sept. 18, 2023).

American Board of Obesity Medicine who served from 2017 to November of 2021 received payments by Novo Nordisk during her time as director of the American Board of Obesity Medicine.[77]

83. This former director of the American Board of Obesity Medicine currently promotes their GLP-1 agonists for weight loss as part of their telehealth company and continues to receive payments.[78]

84. According to Open Payments Data, at least one member of the American Board of Obesity Medicine that helped write the guidelines for obesity management has received payments directly from Novo Nordisk during the same time he wrote those guidelines.[79]

85. Dr. Jamy Ard of Wake Forest University is the incoming president of The Obesity Society. In that role, he will oversee the group's effort to write new "standards of care," which primary-care doctors often use as a quick-reference guide, with advice on Wegovy and similar therapies.[80] Dr. Ard has accepted more than $200,000 from Novo Nordisk, according to Reuters.[81]

86. Novo Nordisk contributes money directly to education courses used to satisfy continuing education requirements or to prepare for certification in obesity medicine. This includes contributing $10,000 to Dr. Kaplan – a physician who has received over one million dollars from Novo Nordisk over the past decade – who provides popular education courses on obesity treatment.[82]

---

[77] https://joinfound.com/pages/medication-biology (last visited on Sept. 18, 2023); https://openpaymentsdata.cms.gov/physician/1294300 (last visited on Sept. 18, 2023); https://www.linkedin.com/in/rekha-kumar-m-d-m-s-70b481237/ (last visited on Sept. 18, 2023).

[78] https://joinfound.com/pages/medication-biology (last visited on Sept. 18, 2023);https://openpaymentsdata.cms.gov/physician/1294300 (last visited on Sept. 18, 2023); https://www.linkedin.com/in/rekha-kumar-m-d-m-s-70b481237/ (last visited on Sept. 18, 2023).

[79] https://openpaymentsdata.cms.gov/physician/1379381 (last visited Sept. 18, 2023); see also https://www.abom.org/karl-nadolsky/.

[80] https://www.reuters.com/investigates/special-report/health-obesity-novonordisk-doctors/

[81] https://www.reuters.com/investigates/special-report/health-obesity-novonordisk-doctors/

[82] https://www.reuters.com/investigates/special-report/health-obesity-novonordisk-doctors/

87. Novo Nordisk has also influenced and infiltrated the public health partners of the American Board of Obesity Medicine.

88. The American Board of Obesity Medicine lists public health "partners" on their website.[83]

89. Novo Nordisk serves on the board and/or provides direct financial contributions to many of these public health advocacy groups.

90. This includes Obesity in Action Coalition, to which Novo Nordisk contributes more than $500,000 annually.[84] Novo Nordisk has been a partner since 2013, before any of its drugs were approved for weight loss.

91. Novo Nordisk also serves on the Corporate Council of American Society for Metabolic and Bariatric Society, another public health partner of the American Board of Obesity Medicine.[85]

92. Novo Nordisk is also a corporate member and directly financially contributes to Stop Obesity Alliance, yet another public health partner of the American Board of Obesity Medicine.[86]

93. Novo Nordisk is a member of additional advocacy organizations and lobbying groups separate and apart from these public health partners of the American Board of Obesity Medicine.

94. This includes the Obesity Care Advocacy Network, which lobbies for legislation to expand access to Novo Nordisk's drugs.[87]

---

[83] https://www.abom.org/ (last visited on Sept. 18, 2023).
[84] https://www.obesityaction.org/corporate-partners/ (last accessed Sept. 18, 2023).
[85] https://asmbs.org/corporate-council (last visited Sept. 18, 2023).
[86] https://stop.publichealth.gwu.edu/membership (last visited on Sept. 18, 2023).
[87] https://assets.obesitycareadvocacynetwork.com/TROA_fact_sheet_11_12_21_48098432e0/TROA_fact_sheet_11_12_21_48098432e0.pdf (last visited on Sept. 18, 2023).

95. In addition to promoting lobbying groups, Novo Nordisk has "paid more than $250,000 in campaign contributions to members of Congress in an effort to pass legislation to make the U.S. government pay for Wegovy, a $1,300-per-month-per-person proposition."[88]

96. Novo Nordisk has also partnered with think tanks to promote their narrative that obesity is disease for which treatment requires their billion-dollar pharmaceutical drugs.

97. For example, the Milken Institute is a think tank focused on accelerating measurable progress on the path to a meaningful life.[89]

98. As early as 2019, before Ozempic or Wegovy was approved for weight loss, Defendants were publishing articles on the Milken Institute about the "untold story of obesity."[90]

99. Defendants have deceptively promoted their weight loss drugs on television and news segments.

100. For example, Novo Nordisk's drugs were the subject of an investigative report on 60 Minutes that aired New Year's Day of 2023.[91]

101. Complaints have been filed alleging that the "news" piece was in reality "deceptive marketing" in which all physicians interviewed had received payments by Novo Nordisk. [92]

102. The financial relationship between the physicians speaking about Wegovy and Ozempic and Novo Nordisk was not explicitly disclosed.[93] The reporter stated that the physicians had *advised* Novo Nordisk, but failed to state they had been compensated by the company.[94]

---

[88] https://www.fiercepharma.com/marketing/health-group-lambasts-novo-nordisk-60-minutes-paid-news-program-weight-loss-med-wegovy (last visited Sept. 18, 2023).
[89] https://milkeninstitute.org/about (last visited on Sept. 18, 2023).
[90] https://milkeninstitute.org/article/untold-story-obesity-collaborating-across-sectors-make-care-happen (last visited on Sept. 18, 2023).
[91] https://www.cbsnews.com/news/wegozy-ozempic-explainer-60-minutes-2023-01-01/ (last visited Sept. 18, 2023).
[92] https://www.fiercepharma.com/marketing/health-group-lambasts-novo-nordisk-60-minutes-paid-news-program-weight-loss-med-wegovy (last visited Sept. 18, 2023).
[93] https://fair.org/home/60-minutes-weight-loss-tip-dont-bite-the-hand-that-feeds-you/ (last visited on Sept. 18, 2023).
[94] *Id*.

103. The nonprofit public health advocacy group the Physicians Committee issued a formal complaint that a recent CBS "60 Minutes" segment was a promotion for Novo Nordisk's obesity drug, Wegovy, that was dressed up as a news segment.[95]

104. The Washington, D.C.-based group has filed a complaint with federal bodies alleging that the CBS "60 Minutes" segment that aired on New Year's Day breached the FDA's "fair balance" rules for drug ads.[96]

105. The Physician's Committee said in a release that the feature failed to talk about alternatives to the drug or about other weight-loss methods; that only experts "paid by Novo" were used in the program; and that the piece used overly promotional language.[97]

106. The FDA is currently investigating the marketing practices of Novo Nordisk.[98]

107. Novo Nordisk has spent millions of dollars delivering their message to physicians, healthcare providers, and consumers.

108. For example, Novo Nordisk spent over $33,000,000 in 2022 on traditional physician marketing and detailing according to Open Payments Data. [99]

109. Defendants have directly and indirectly partnered with telehealth providers to promote their weight loss drugs.

110. This includes a 2019 direct partnership between Novo Nordisk and Noom, a leading behavior weight loss company.[100] After Saxenda was approved for weight loss, Noom joined with Novo Nordisk again to develop custom programs to accompany this weight loss medication.[101]

---

[95] *Id*.
[96] *Id*.
[97] *Id*.
[98] https://www.pcrm.org/news/news-releases/fda-confirms-investigation-novo-nordisk-ad-posited-60-minutes-story-about-weight (last visited Sept. 18, 2023)
[99] https://openpaymentsdata.cms.gov/company/100000000144 (last visited Sept. 18, 2023)
[100] https://www.prnewswire.com/in/news-releases/novo-nordisk-and-noom-to-partner-around-digital-health-solutions-to-help-people-with-obesity-lose-weight-and-keep-it-off-811725389.html (last visited on Sept. 18, 2023).
[101] https://www.noom.com/blog/in-the-news/noom-announces-two-new-studies-on-impact-of-mobile-coaching-on-

111. In 2021, Novo Holdings participated in a $540 million round of financing with Noom.[102] At that time, Novo Holdings tweeted that it "is pleased to note that it has participated in the $540 million Series F round in @noom, a leading digital health platform…".[103]

112. Novo Holdings currently lists on its website that is has "venture investments" in Noom.[104]

113. Noom Med now provides to consumers, using physicians hired by Noom, prescriptions for weight loss directly to patients.[105]

114. Noom Med promotes off label usage of these weight loss drugs on its website.[106]

115. Noom currently has over 45 million users.[107]

116. Other telehealth providers have jumped on board the band wagon in offering prescriptions directly to consumers for Defendants' weight-loss medications.

117. This includes Weight Watchers, which purchased telehealth startup Sequence for $132,000,000 to provide weight loss medications to its subscribers.[108]

118. There are currently over 3.5 million Weight Watchers subscribers.[109]

119. It also includes Calibrate, yet another telehealth provider for weight loss medications, which raised $100 million in capital funding from investors in 2021.

---

binge-eating-disorder-and-obesity/ (last visited on Sept. 18, 2023).

[102] https://www.businesswire.com/news/home/20210525005492/en/Noom-Announces-540-Million-in-Growth-Funding-to-Further-Accelerate-Expansion-of-its-Digital-Health-Platform

[103] https://twitter.com/novoholdings/status/1397170264702599171

[104] https://novoholdings.dk/investments/noom/

[105] https://abcnews.go.com/GMA/Wellness/noom-joins-weight-watchers-offering-medications-wegovy-weight/story?id=99841160 (last visited on Sept. 18, 2023).

[106] https://www.noom.com/med/ (last visited on Sept. 18, 2023).

[107] https://exitsandoutcomes.com/free-excerpt-from-the-noom-report-a-45-million-moat/ (last visited Sept. 18, 2023).

[108] https://www.usatoday.com/story/news/health/2023/03/07/weightwatchers-sequence-wegovy-obesity-weight-loss-drugs/11415201002/ (last visited on Sept. 18, 2023).

[109] https://finance.yahoo.com/news/ww-international-inc-announces-first-200100340.html#:~:text=%E2%80%9CWe%20expect%20to%20end%202023,including%203.5%20million%20WeightWatchers%20subscribers. (last visited on Sept. 18, 2023).

120. Calibrates' clinical advisory board includes Dr. Fatima Cody Stanford. [110]

121. Dr. Cody Stanford is an obesity specialist that frequently speaks on behalf of Novo Nordisk, is featured on Novo Nordisk's website, and has received payments directly from Novo Nordisk.[111] Upon information and belief, Dr. Cody Stanford is one of the highest paid key opinion leaders for Novo Nordisk.

122. This financial and professional conflict of interest is not disclosed on Calibrate' s website.

123. This same clinical advisory board member, speaker, and promoter of Novo Nordisk is one of the doctors who appeared on the controversial 60 minutes news segment discussed above.

[112]

News reports have recognized that such marketing, particularly with telehealth providers, is a "gray area."[113]

[110] https://www.joincalibrate.com/about-us (last visited on Sept. 18, 2023).
[111] https://openpaymentsdata.cms.gov/physician/807348 (last visited on Sept. 18, 2023); https://www.novonordisk-us.com/about/perspectives/changing-the-mindset-around-obesity.html (last visited on Sept. 18, 2023).
[112] https://mronline.org/2023/02/13/60-minutes-weight-loss-tip/ (last visited on Sept. 18, 2023).
[113] https://www.statnews.com/2023/04/06/weight-loss-drugs-wegovy-ro-telehealth-ozempic/?utm_campaign=morning_rounds&utm_medium=email&_hsmi=253265291&_hsenc=p2ANqtz-_6H01FfkCg2JOnqJnju52tvRlJrTnn-KTwSkzAv1qkbBHi4MR2mN8wdPsbzj6Csbzm5s5M56muD-1rjaA-IF60zzjN1A&utm_content=253265291&utm_source=hs_email (last visited on Sept. 18, 2023).

124. Dr. Fatima Cody Stanford is also included on Novo Nordisk's website, arguing that access to their weight loss drugs is an issue of equity and disparity for communities of color.[114]

125. Their full financial relationship is not disclosed on Defendants' website.

126. Nor has Dr. Stanford disclosed this relationship in other seemingly independent publications arguing that obesity is a chronic disease that necessitates weight loss medications.[115]

127. Collectively, the telehealth providers that Novo Nordisk directly and indirectly partners with and/or promotes account for approximately half of all weight loss prescriptions in 2022.[116]

128. In sum, the Novo Nordisk Defendants promoted the safety, efficacy, and sale of Ozempic and Wegovy in the United States on its websites, in press releases, through in-person presentations, through the drug's label, in print materials, on social media, advocacy groups, lobbying groups, celebrity partnerships, telehealth partnerships, key opinion leaders, and through other public outlets.

129. Novo Nordisk's comprehensive, immersive marketing has left no stone unturned in delivering their message that physicians and patients must use their drugs to treat obesity.

III. Marketing Works: Novo Nordisk's Rampant Promotion Result in Thousands of Prescriptions and Billions in Sales

130. As a result of the Novo Nordisk Defendants' all-encompassing advertising and promotion efforts, Ozempic and Wegovy are widely prescribed throughout the United States.

---

[114] https://www.novonordisk-us.com/about/perspectives/changing-the-mindset-around-obesity.html (last visited on Sept. 18, 2023).

[115] https://www.statnews.com/2022/01/06/recognizing-obesity-as-a-disease-is-a-step-toward-health-equity/ (last visited on Sept. 18, 2023).

[116] https://www.statnews.com/2023/08/10/wegovy-ozempic-weight-loss-telehealth-prescriptions/

131. As of August 10, 2023, Novo Nordisk reported that in the first six months of 2023 sales of Wegovy soared 344% in the U.S. to nearly $1.7 billion, while sales of Ozempic jumped 50% to more than $3.7 billion.[117]

132. In July of 2021, doctors in the US wrote 94,000 prescriptions a week for Wegovy and 62,000 a week for Ozempic.[118]

133. It has been reported that the huge demand created by extensive marketing has led to rampant off-label usage and "gaming" the system to allow for insurance coverage.[119]

134. On a year-end earnings call in 2022, Novo Nordisk cited worldwide market growth of fifty percent, with almost forty thousand new Wegovy prescriptions being written every week.[120]

135. The number of prescriptions filled reached an all-time high of 373,000 in one week in February of 2023, with more than half of those being new prescriptions.[121]

136. In June 2023, it was reported that new prescriptions for Ozempic had surged by 140 percent from the prior year.[122]

137. This surge has reshaped Denmark's economy as the country has reaped huge profits from the sale of the drug, which is now solely responsible for the country's economic growth.[123]

---

[117] https://www.cnbc.com/2023/09/09/big-pharma-blockbuster-obesity-drug-battle-is-headed-for-100-billion.html#:~:text=Novo%20traded%20earnings%20jabs%20with,to%20more%20than%20%243.7%20billion. (last visited Sept. 18, 2023).

[118] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited on Sept. 18, 2023).

[119] *Id*.

[120] https://www.newyorker.com/magazine/2023/03/27/will-the-ozempic-era-change-how-we-think-about-being-fat-and-being-thin (last accessed Sept. 18, 2023).

[121] https://www.cnn.com/2023/03/17/health/ozempic-shortage-tiktok-telehealth/ (last visited on Sept. 18, 2023).

[122] https://www.washingtonpost.com/business/2023/06/11/weight-loss-ozempic-wegovy-insurance/ (last visited on 8/1/23).

[123] https://www.nytimes.com/2023/08/28/business/denmark-ozempic-wegovy.html?action=click&pgtype=Article&state=default&module=styln-weight-loss-drugs&variant=show&region=MAIN_CONTENT_1&block=storyline_top_links_recirc (last visited on Sept. 18, 2023).

138. Wegovy hit such a high demand that the company was not able to make enough, the company's spokeswoman Ambre James- Brown said.[124]

139. There is now a shortage for the drugs, including those for people who have diagnosed Type II diabetes.[125]

140. Ozempic and Wegovy have become so popular, Novo Nordisk has recently limited shipment to the US and paused advertising to address shortages.[126]

IV. Deceptive Marketing: Defendants Continuously Spread Misleading Marketing to Alter Perceptions of Ozempic and Wegovy' s Safety Risks.

141. Despite Defendants focus on BMI and their marketing of Ozempic and Wegovy as health-promoting drugs, overall health is more than a simple number.

142. On June 14, 2023, the AMA adopted a new policy clarifying how body mass index should be used as a measure in medicine.[127]

143. The American Medical Association has urged doctors to deemphasize their use of body mass index (BMI) in determining healthy weights for patients.[128]

144. Due to significant limitations associated with the widespread use of BMI in clinical settings, the AMA suggests that it be used in conjunction with other valid measures of risk such as, but not limited to, measurements of visceral fat, body adiposity index, body composition, relative fat mass, waist circumference and genetic/metabolic factors.[129]

---

[124] https://www.nytimes.com/2023/08/17/health/weight-loss-drugs-obesity-ozempic-wegovy.html (last visited on Sept. 18, 2023).
[125] https://www.forbes.com/sites/brianbushard/2023/09/16/shortage-of-weight-loss-drugs-like-wegovy-and-ozempic-persist-and-could-for-some-years/?sh=191877ce631e (last visited Sept. 17, 2023)
[126] https://www.theatlantic.com/health/archive/2023/05/ozempic-teen-obesity-treatment-health-promises-risks/674204/ (last visited on Sept. 18, 2023).
[127] https://www.ama-assn.org/press-center/press-releases/ama-adopts-new-policy-clarifying-role-bmi-measure-medicine (last visited Sept. 18, 2023).
[128] *Id*.
[129] *Id*.

145. A recent study examined subjects' B.M.I. in relation to their blood pressure, cholesterol levels, and insulin resistance. Nearly a third of people with a "normal" B.M.I. had unhealthy metabolic metrics, and nearly half of those who were technically overweight were metabolically healthy. About a quarter of those who were classified as obese were healthy, too.[130]

146. In short, BMI is a poor indicator of health outcomes for an individual.[131]

147. Weight loss as the sole indicator of health has also been rejected by many clinicians in favor of improvements in other health outcomes and assessing the whole health of an individual.[132]

148. These clinicians have cautioned that "a lower body weight does not always mean a person is healthier."[133]

149. It is recognized in the medical community that weight loss achieved by Ozempic and Wegovy is often a result of a significant loss of muscle mass.[134]

150. This loss of muscle mass can lead to sarcopenia, a condition called being "skinny fat," in which the patient has decreased muscle mass, lessened bone density, and lower resting metabolic rate— all of which results in a loss of strength and functionality.[135]

151. Ongoing use of Ozempic and Wegovy for weight loss can lead to malnutrition and key vitamin deficiencies, such a vitamin B12, that can lead to poor health outcomes.[136]

---

[130] https://www.newyorker.com/magazine/2023/03/27/will-the-ozempic-era-change-how-we-think-about-being-fat-and-being-thin (last access Sept. 18, 2023).
[131] https://newsroom.uw.edu/resource/why-body-mass-index-doesnt-give-whole-health-picture (last visited Sept. 18, 2023).
[132] https://link.springer.com/content/pdf/10.1007/s11606-022-07821-w.pdf?pdf=button (last visited on Sept. 18, 2023); https://newsroom.uw.edu/resource/why-body-mass-index-doesnt-give-whole-health-picture (last accessed Sept. 18, 2023).
[133] https://www.healthline.com/health-news/ozempic-muscle-mass-loss (last accessed Sept. 18, 2023).
[134] https://www.nbcnews.com/health/health-news/weight-loss-drugs-muscle-loss-rcna84936 (last accessed Sept. 18, 2023).
[135] https://www.healthline.com/health-news/ozempic-muscle-mass-loss (last accessed Sept. 18, 2023).
[136] https://www.nytimes.com/2023/04/21/well/eat/ozempic-side-effects-malnutrition.html (last accessed Sept. 18, 2023).

152. Given these adverse effects on overall health, the National Institute of Care and Excellence (NICE) has recommended that people stop taking Wegovy after 2 years.[137]

153. The problem, of course, is that individuals immediately begin to gain the weight back once they stop taking Ozempic and Wegovy.[138]

154. Studies show that as the weight rebounds once individuals stop taking Ozempic and Wegovy, the weight gain is predominantly fat and not muscle.

155. Paradoxically, individuals may be lighter than they were initially but have a higher percentage of body fat.[139] Individuals who are unable or not warned of the need to mitigate this muscle loss with dietary changes and strength training can create a loss of muscle mass that accelerates normal ageing of the muscles.[140]

156. Upon information and belief, the weight that is gained back is often visceral fat, which is considered more harmful to health than other types of fat.

157. A trial published by Novo Nordisk showed that after a year participants had gained back two thirds of the weight lost after they stopped taking semaglutide.[141]

158. Novo Nordisk has publicly recognized that most individuals will regain all the weight back within five years of stopping Ozempic or Wegovy.[142]

159. Remarkably, Novo Nordisk has publicly stated that some individuals will regain even more weight after stopping Ozempic or Wegovy than they initially lost.[143]

---

[137] National Institute for Health and Care Excellence. (2023). Semaglutide for managing overweight and obesity. *NICE.* Retrieved from: https://www.nice.org.uk/guidance/ta875/chapter/1-Recommendations (last visited on Sept. 18, 2023).
[138] https://www.psychologytoday.com/ie/blog/the-neuroscience-of-eating-disorders/202303/ozempic-and-wegovy-is-semaglutide-a-miracle-weight (last visited on Sept. 18, 2023).
[139] https://www.afr.com/policy/health-and-education/lighter-but-fatter-the-ozempic-paradox-20230718-p5dp5w
[140] *Id*.
[141] https://dom-pubs.onlinelibrary.wiley.com/doi/10.1111/dom.14725
[142] https://www.cnbc.com/2023/03/29/people-taking-obesity-drugs-ozempic-and-wegovy-gain-weight-once-they-stop-medication.html
[143] https://www.cnbc.com/2023/03/29/people-taking-obesity-drugs-ozempic-and-wegovy-gain-weight-once-they-

160. Ozempic and Wegovy's label and marketing materials do not warn about the need to remain on Wegovy or Ozempic permanently to maintain weight loss. Nor do the label and marketing materials warn that once the drug is stopped that the individual may gain even more weight back than they lost and ultimately weigh more than before starting the drug.

161. Wegovy and Ozempic are often marketed as part of a "metabolic reset."[144]

162. However, Novo Nordisk has recognized that GLP-1s do not rewire "your neural networks to really define a new body weight setpoint."[145]

163. Many clinicians recognize that a need to acknowledge that additional factors besides weight influence a person's health trajectory, including healthcare access, stress, poverty, and environmental threats (*e.g.*, chemicals).[146]

V. Defendants have long known that Ozempic and Wegovy are powerful, dangerous drugs.

164. As detailed below, Defendants knew from their required premarket and post-market research and analytics that Ozempic and Wegovy could cause malnutrition, cyclical vomiting, and gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, esophageal and bowel injury, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, and intraoperative aspiration.

165. The Novo Nordisk Defendants have repeatedly failed to warn about the known dangerous side effects of Ozempic and Wegovy. This includes malnutrition, cyclical vomiting, and gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, esophageal and bowel

stop-medication.html

[144] https://www.joincalibrate.com/resources/how-long-does-it-take-to-lose-weight-on-ozempic

[145] https://www.cnbc.com/2023/03/29/people-taking-obesity-drugs-ozempic-and-wegovy-gain-weight-once-they-stop-medication.html

[146] https://www.psychologytoday.com/ie/blog/the-neuroscience-of-eating-disorders/202303/ozempic-and-wegovy-is-semaglutide-a-miracle-weight (last visited on Sept. 18, 2023).

injury, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, and intraoperative aspiration. All of these conditions can, and have, lead to hospitalization and/or death in patients across America.

166. Some doctors estimate that as many as 10% of patients discontinue use of these drugs due to the severity of side effects.[147]

167. Thousands of adverse event reports have been filed by the public with the FDA Adverse Event Reporting System. As of June 2022, the FDA has posted an alert that both Ozempic and Wegovy had potential safety signals for intestinal blockage.[148]

168. On September 22, 2023, FDA updated the label for Ozempic to include "ileus," the medical term for blocked intestines.[149]

169. Wegovy, chemically identical to Ozempic, already carried a warning on ileus.

170. As early as 2014, Defendants knew that Saxenda (liraglutide), Ozempic's predecessor, caused serious side effects and warned the end user of same.[150]

171. As early as 2019, Defendants knew that Rybelsus (Semaglutide), Ozempic's predecessor, caused serious side effects and warned the end user of same.

---

[147] https://www.cbsnews.com/news/ozempic-side-effects-weight-loss-drugs-wegovy-mounjaro-doctors-warn/ (last visited Sept. 18, 2023)

[148] https://www.fda.gov/drugs/questions-and-answers-fdas-adverse-event-reporting-system-faers/april-june-2022-potential-signals-serious-risksnew-safety-information-identified-fda-adverse-event (last visited Sept. 18, 2023)

[149] https://www.accessdata.fda.gov/scripts/cder/safetylabelingchanges/index.cfm?event=searchdetail.page&DrugNameID=2183; https://www.healthline.com/health-news/fda-updates-ozempic-label-to-include-blocked-intestines-as-potential-side-effect#:~:text=Ozempic%20Label%20Updated%20to%20Include%20Blocked%20Intestines%20as%20Potential%20Side%20Effect&text=The%20FDA%20is%20warning%20patients,serious%20and%20potentially%20fatal%20condition.

[150] https://www.accessdata.fda.gov/drugsatfda_docs/label/2014/206321orig1s000lbl.pdf (last visited on Sept. 18, 2023).

172. These side effects for Rybelsus included the following: nausea, abdominal pain, diarrhea, decreased appetite, vomiting, constipation, pancreatitis, diabetic retinopathy complication, hypoglycemia; acute kidney injury, and hypersensitivity reactions.[151]

173. According to the FDA Adverse Event Reporting System, Defendants were aware of reports of intestinal obstruction no later than 2019 for Ozempic and/or Wegovy.[152] These reports to the FDA also stated that many of these patients reporting intestinal obstruction or blockage were hospitalized.[153]

174. The Prescribing Information for Ozempic discloses warnings, precautions, and adverse reactions associated with Ozempic, but it does not disclose the risk of severe gastrointestinal events, including gastroparesis and gastroenteritis. Instead, it discloses delayed gastric emptying under the "Drug Interactions" heading and notes that Ozempic "may impact absorption of concomitantly administered oral medications." Further, under the "Mechanism of Action" section, the Prescribing Information states that "[t]he mechanism of blood glucose lowering also involves a minor delay in gastric emptying in the early postprandial phase."[154] These statements do not disclose gastroparesis or delayed gastric emptying as risks of taking Ozempic, nor do they disclose gastroparesis as a chronic condition that can result as a consequence of taking Ozempic.

175. The Prescribing Information for Wegovy discloses warnings, precautions, and adverse reactions associated with taking Wegovy, but it does not disclose the risk of severe gastrointestinal events, including gastroparesis and gastroenteritis. Instead, it discloses delayed gastric emptying under the "Drug Interactions" heading and notes that Wegovy "may impact

[151] https://www.novo-pi.com/rybelsus.pdf (last visited on Sept. 18, 2023).
[152] https://fis.fda.gov/sense/app/95239e26-e0be-42d9-a960-9a5f7f1c25ee/sheet/8eef7d83-7945-4091-b349-e5c41ed49f99/state/analysis (last access Sept. 18, 2023).
[153] *Id.*
[154] https://www.novo-pi.com/ozempic.pdf (last visited on Sept. 18, 2023).

absorption of concomitantly administered oral medications."[155] These statements do not disclose gastroparesis or delayed gastric emptying as risks of taking Wegovy, nor do they disclose gastroparesis as a chronic condition that can result because of taking Wegovy.

176. Despite their experience and knowledge, Defendants have downplayed the severity of the gastrointestinal events caused by Ozempic, never, for example, warning of the risk of gastroparesis ("paralyzed stomach"), gastroenteritis, or intestinal blockage or obstruction.

177. Gastroparesis is a condition that affects normal muscle movement in the stomach. Ordinarily, strong muscular contractions propel food through the digestive tract. However, in a person suffering from gastroparesis, the stomach's motility is slowed down or does not work at all, preventing the stomach from emptying properly. Gastroparesis can interfere with normal digestion, and can cause nausea, vomiting, abdominal pain, abdominal bloating, severe dehydration, a feeling of fullness after eating just a few bites, vomiting undigested food, undigested food that hardens and remains in the stomach, acid reflux, changes in blood sugar levels, lack of appetite, weight loss, malnutrition, and a decreased quality of life. There is no cure for gastroparesis.[156]

178. Gastroenteritis refers to inflammation of the stomach and intestines. While viral gastroenteritis is also known as stomach flu, gastroenteritis may also be caused by ingesting medications.[157] Its symptoms include vomiting, nausea, diarrhea, stomach cramps, muscle aches,

[155] https://www.accessdata.fda.gov/drugsatfda_docs/label/2021/215256s000lbl.pdf (last visited on Sept. 18, 2023).
[156] https://www.mayoclinic.org/diseases-conditions/gastroparesis/symptoms-causes/syc-20355787 (last visited on Sept. 18, 2023).
[157] https://www.merckmanuals.com/home/digestive-disorders/gastroenteritis/drug-related-gastroenteritis-and-chemical-related-gastroenteritis (last visited on Sept. 18, 2023).

headaches, and fever.[158] Notably, vomiting and diarrhea can cause dehydration, which is the main complication of gastroenteritis, and which can lead to death.[159]

179. At all relevant time periods, Defendants do not disclose any risks associated with severe gastrointestinal events, including the risk of gastroparesis, gastroenteritis, and intestinal blockage or obstruction within the "Important Safety Information" section of their promotional website.

180. At all relevant time periods, none of Defendants' additional advertising or promotional materials warned prescription providers or the general public of the risk of severe gastrointestinal events, including gastroparesis, gastroenteritis, or intestinal blockage or obstruction.

181. A 2011 published article notes that "From extensive studies in experimental animals and humans we have found that GLP-1 also exerts a motility-inhibiting and antispasmodic effect in the gut that was verified in healthy volunteers…". [160] It is explicitly noted that GLP-1s slow down gastric emptying.[161]

182. A similar published article in 2013 found that after a review of PubMed articles it was evident that GLP-1s inhibit gastric emptying; notably, they separately found that delayed gastric emptying could lead to malnutrition.[162]

---

[158] https://www.mayoclinic.org/diseases-conditions/viral-gastroenteritis/symptoms-causes/syc-20378847 (last visited on Sept. 18, 2023)

[159] https://www.mayoclinic.org/diseases-conditions/viral-gastroenteritis/symptoms-causes/syc-20378847 (last visited on Sept. 18,2023).

[160] Hellström PM. GLP-1 playing the role of a gut regulatory compound. Acta Physiol (Oxf). 2011 Jan;201(1):151-6. doi: 10.1111/j.1748-1716.2010.02150.x. PMID: 20518750; available at https://pubmed.ncbi.nlm.nih.gov/20518750/ (last visited Sept. 18, 2023).

[161] *Id*.

[162] Luttikhold J, de Ruijter FM, van Norren K, Diamant M, Witkamp RF, van Leeuwen PA, Vermeulen MA. Review article: the role of gastrointestinal hormones in the treatment of delayed gastric emptying in critically ill patients. Aliment Pharmacol Ther. 2013 Sep;38(6):573-83. doi: 10.1111/apt.12421. Epub 2013 Jul 23. PMID: 23879699. (last visited Sept. 18, 2023).

183. A 2018 Case report found that liraglutide had caused acute gastroparesis and noted that: "This case highlights the importance of considering drug-induced gastroparesis as an etiology of unexplained upper abdominal pain, nausea, and early satiety, especially in the absence of mechanical obstruction."[163]

184. In August of 2020, medical literature advised that some "patients do not know they have diabetic gastroparesis until they are put on a glucagon-like peptide 1 (GLP-1) receptor agonist such as ... semaglutide ... to manage their blood glucose." The article went on to explain that "[t]his class of Ozempic can exacerbate the symptoms of diabetic gastroparesis. ... Thus, GLP-1 receptor agonist therapy is not recommended for people who experience symptoms of gastroparesis."[164]

185. In 2021, a case report was published regarding a 52-year-old female who had been taking weekly semaglutide injections approximately one month prior to the onset of gastroparesis symptoms. The case report authors concluded that "thorough history taking revealed the cause [of gastroparesis] to be medication induced."[165]

186. A second case report also published in 2021 involved a 57-year-old female who had been taking weekly dulaglutide injections (another GLP-1 receptor agonist) for 15 months and suffering from bloating, nausea and vomiting for 12 of those months. Testing revealed delayed gastric emptying which improved with cessation of dulaglutide.[166]

---

[163] Rai P, Madi MY, Dickstein A. Liraglutide-induced Acute Gastroparesis. Cureus. 2018 Dec 28;10(12):e3791. doi: 10.7759/cureus.3791. PMID: 30868005; PMCID: PMC6402745; available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6402745/pdf/cureus-0010-00000003791.pdf (last visited Sept. 18, 2023).

[164] Young CF, Moussa M, Shubrook JH, *Diabetic Gastroparesis: A Review*, Diabetes Spectr. 2020 Aug; 33(3): 290–297, available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7428659/ (last visited on Sept. 18, 20230.

[165] Kalas MA, Galura GM, McCallum RW, *Medication-Induced Gastroparesis: A Case Report*, J Investig Med High Impact Case Rep. 2021 Jan-Dec; 9: 23247096211051919, available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8529310/ (last visited on Sept. 18, 2023).

[166] Kalas MA, Galura GM, McCallum RW, *Medication-Induced Gastroparesis: A Case Report*, J Investig Med High Impact Case Rep. 2021 Jan-Dec; 9: 23247096211051919, available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8529310/ (last visited on Sept. 18, 2023).

187. In 2022 a large, population-based study indicated that the use of GLP-1 RAs was associated with an increased risk of intestinal obstruction.[167]

188. In addition, in March of 2022, the FDA modified the warning label of Ozempic to include a specific warning about the risk of gallbladder disease associated with the drug.[168] Gallbladder disease has been associated with surgery and other complications.

189. On June 29, 2023, the American Society of Anesthesiologists issued a warning that patients taking Ozempic should stop the medication at least a week before elective surgery because Ozempic and other GLP-1 agonists "delay gastric (stomach) emptying" and "the delay in stomach emptying could be associated with an increased risk of regurgitation and aspiration of food into the airways and lungs during general anesthesia and deep sedation."[169]

190. On July 25, 2023, it was reported that patients taking Ozempic had been diagnosed "with severe gastroparesis, or stomach paralysis, which their doctors think may have resulted from or been exacerbated by the medication they were taking, Ozempic." Additionally, "[t]he US Food and Drug Administration said it has received reports of people on the Ozempic experiencing stomach paralysis[.]"[170]

191. Case reports continue to be published regarding the use of semaglutide and intraoperative aspirations.[171]

---

[167] Faillie, J.-L., Yin, H., Yu, O.H.Y., Herrero, A., Altwegg, R., Renoux, C. and Azoulay, L. (2022), Incretin-Based Drugs and Risk of Intestinal Obstruction Among Patients With Type 2 Diabetes. Clin. Pharmacol. Ther., 111: 272-282. https://doi.org/10.1002/cpt.2430 (last visited Sept. 18, 2023).

[168] https://www.accessdata.fda.gov/drugsatfda_docs/label/2022/209637s009lbl.pdf

[169] https://www.asahq.org/about-asa/newsroom/news-releases/2023/06/patients-taking-popular-medications-for-diabetes-and-weight-loss-should-stop-before-elective-surgery (last visited on Sept. 18, 2023).

[170] https://www.cnn.com/2023/07/25/health/weight-loss-diabetes-Ozempic-gastroparesis/index.html (last visited Sept. 18, 2023).

[171] https://pubmed.ncbi.nlm.nih.gov/36977934/ (last visited Sept. 18, 2023)

192. In June 2021, a comprehensive meta-analysis showed nearly a four-fold increased risk of DVT when taking semaglutide.[172] DVT, or deep vein thrombosis, is associated with pulmonary embolism and other serious complications, including death.

193. At all relevant time periods, the Novo Nordisk Defendants made, distributed, marketed, and/or sold Ozempic and/or Wegovy without adequate warning to Plaintiff's prescribing physician(s) and/or Plaintiff that Ozempic and/or Wegovy was associated with and/or could cause severe gastrointestinal issues including gastroparesis, gastroenteritis, and intestinal blockage or obstruction, ileus, malnutrition, esophageal and bowel injury, DVT, intraoperative aspiration, and death.

194. Defendants knew of the association between the use of GLP-1 receptor agonists and the risk of developing severe gastrointestinal issues including gastroparesis, gastroenteritis, and intestinal blockage or obstruction, ileus, malnutrition, esophageal and bowel injury, DVT, intraoperative aspiration, and death. Defendants' knowledge derived from their clinical studies, case reports, and the medical literature, including the medical literature and case reports referenced above in this Complaint.

195. Upon information and belief, Defendants ignored the association between the use of GLP-1 receptor agonists and the risk of developing severe gastrointestinal issues including gastroparesis, gastroenteritis, and intestinal blockage or obstruction, ileus, malnutrition, esophageal and bowel injury, DVT, intraoperative aspiration, and death.

196. Defendants' failure to disclose information that they possessed regarding the association between the use of GLP-1 receptor agonists and the risk of developing severe

[172] Yin DG, Ding LL, Zhou HR, Qiu M, Duan XY. Comprehensive analysis of the safety of semaglutide in type 2 diabetes: a meta-analysis of the SUSTAIN and PIONEER trials. Endocr J. 2021 Jun 28;68(6):739-742. doi: 10.1507/endocrj.EJ21-0129. Epub 2021 May 22. PMID: 34024887.

gastrointestinal issues including gastroparesis, gastroenteritis, and intestinal blockage or obstruction, ileus, malnutrition, esophageal and bowel injury, DVT, intraoperative aspiration, and death, rendered the warnings for this medication inadequate.

197. By reason of the foregoing acts and omissions, Plaintiff was and still is caused to suffer from severe gastrointestinal issues, as well as other severe and personal injuries which are permanent and lasting in nature, physical pain, and mental anguish, including diminished enjoyment of life, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above-named health consequences.

198. Defendants also fail to provide adequate instructions for use and warnings and precautions for Ozempic and Wegovy, including failing to warn that a patient needs to remain permanently on the drug or the weight will be regained within a one to five year period. Nor do the Defendants provide instructions on how to safely use the drug to mitigate harms, including how to safely monitor the patient for adverse effects and how to safely take the patient off the drug without causing a worsening of those adverse events, such as severe gastrointestinal issues including gastroparesis, gastroenteritis, and intestinal blockage or obstruction, ileus, malnutrition, esophageal and bowel injury, DVT, intraoperative aspiration, and death.

VI. The Dark Side of Ozempic and Wegovy

199. It has been recognized in the media that in the aftermath of the marketing frenzy created by Novo Nordisk that the full risks of these drugs are not understood or readily available to the average patient—and perhaps the average provider.[173]

[173] https://www.vox.com/science/23683383/ozempic-pregnancy-risks-side-effect-semaglutide-wegovy

200. For example, one physician has stated that "I suspect the drug companies are downplaying this risk because women are probably the biggest part of the market share," she said. "The world doesn't value women, and this is seen in women's health as well."[174]

201. Strikingly, Novo Nordisk's own hired spokesperson and consultant has stated on national television that "[d]octors do not understand obesity."[175]

202. It is unclear how Novo Nordisk would expect a doctor to understand the mechanism of their weight loss drug—and its corresponding risks—if they do not understand the condition it is supposed to treat.

203. Defendants have much greater knowledge of their obesity drugs, including their dangerous risks, than the medical community or American public.

204. This includes the fact that female sex is an independent risk factor associated with an increased risk of adverse effects when taking GLP-1s.[176]

205. Neither the Ozempic and Wegovy label warns that being female increases the risk of suffering adverse effects when taking these drugs.

206. Recently, news articles have begun to publicize the dark side of these drugs.[177]

207. Consumers of Ozempic and Wegovy are reporting major health problems, including gastroparesis, stomach paralysis, gastroenteritis, DVT (deep vein thrombosis),

[174] https://www.vox.com/science/23683383/ozempic-pregnancy-risks-side-effect-semaglutide-wegovy (last visited Sept. 18, 2023).
[175] https://www.cbsnews.com/news/weight-loss-obesity-drug-2023-01-01/ (last visited Sept. 18, 2023).
[176] https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8950819/ ("In contrast, female sex appears to be a well-recognized independent factor linked to greater weight loss achievement after treatment with GLP-1 RAs. **This is also the case for adverse events resulting from the use of these medications**, which appear to manifest in higher percentages in women, mainly affecting the GI tract.") (emphasis added).
[177] https://www.cnn.com/2023/06/07/opinions/ozempic-weight-loss-drug-diet-culture-wellness-carr-goldynia-sole-smith/index.html (last visited Sept. 18, 2023).

gallbladder problems necessitating surgery, intraoperative aspiration, and intestinal blockage or obstruction.[178]

208. Consumers are not aware that taking Ozempic or Wegovy can lead to severe malnutrition.[179]

209. Consumers are not aware that taking Ozempic and Wegovy can lead to severe muscle loss.[180]

210. Muscle loss (sarcopenia) can lead to death.[181]

211. Consumers are not warned that if they stop taking Ozempic and/or Wegovy, they will quickly regain the weight back.

212. Nor are consumers warned that the weight regain is predominantly fat and not muscle – essentially rendering the consumer worse off than before they started the drug.

213. Other industry experts, including physicians, believe that there needs to be greater awareness of the risks of Ozempic and Wegovy.[182]

214. Yet Defendants have continued selling Ozempic and Wegovy to a point where there are mass shortages and waitlists.[183]

---

[178] https://fis.fda.gov/sense/app/95239e26-e0be-42d9-a960-9a5f7f1c25ee/sheet/8eef7d83-7945-4091-b349-e5c41ed49f99/state/analysis (last visited Sept. 18, 2023).
[179] An Extreme Risk of Taking Ozempic: Malnutrition – The New York Times (nytimes.com) (last visited Sept. 18, 2023).
[180] https://www.healthline.com/health-news/ozempic-muscle-mass-loss (last visited Sept. 18, 2023)
[181] https://my.clevelandclinic.org/health/diseases/23167-sarcopenia#:~:text=Sarcopenia%20affects%20your%20musculoskeletal%20system,risk%20of%20complications%20including%20death (last visited on Sept. 18, 2023).
[182] https://www.vox.com/science/23683383/ozempic-pregnancy-risks-side-effect-semaglutide-wegovy (last visited Sept. 18, 2023).
[183] https://www.nytimes.com/2023/08/28/business/denmark-ozempic-wegovy.html?action=click&pgtype=Article&state=default&module=styln-weight-loss-drugs&variant=show&region=MAIN_CONTENT_1&block=storyline_top_links_recirc (last visited Sept. 18, 2023).

215. This is despite the fact the FDA has investigated and found "objectionable" conditions at Novo Nordisk's Clayton, N.C. manufacturing plant that is responsible for making weight loss drugs like Ozempic and Wegovy.[184]

216. This is not the first time the FDA has cited a company for failures related to the manufacturing of Wegovy and Ozempic. In January 2021, a US FDA Form 483 revealed that Catalent failed to implement sustainable corrective action and preventive action and had inadequate maintenance at a Catalent fill/finish facility.[185] Novo Nordisk confirmed that "a contract manufacturer doing syringe filling on the GLP-1 med had temporarily halted delivery following a good manufacturing practices glitch."[186]

217. Defendants are profiting while the end consumers, mostly women, are suffering.

PARTY PLAINTIFF

218. Plaintiff, Benny Shumpert is a resident of the State of Mississippi and is currently 58 years old.

219. On or around August of 2021, Plaintiff consulted with Magdy Mikhail, MD in Gulfport, Mississippi, for the management of his diabetes.

220. As a result of his appointment, Magdy Mikhail, MD prescribed Plaintiff Ozempic [2mg-1.5ml].

221. Plaintiff took Ozempic as prescribed by his provider. Plaintiff injected the medication per the instructions of the medication.

---

[184] https://www.investors.com/news/technology/novo-nordisk-stock-skids-as-report-finds-objectionable-conditions-at-wegovy-plant/#:~:text=Novo%20Nordisk%20(NVO)%20stock%20skidded,diabetes%20and%20weight%2Dloss%20drugs (last visited September 18, 2023).

[185] https://bioprocessintl.com/bioprocess-insider/regulations/fda-483-shows-7-observations-at-catalent-fill-finish-plant-in-belgium/ (last visited Sept. 18, 2023); https://www.fiercepharma.com/manufacturing/inside-catalent-fda-citation-allegedly-at-heart-novo-nordisk-s-wegovy-supply-hiccup (last visited Sept. 18, 2023).

[186] *Id*.

222. As a result of Ozempic, Plaintiff suffered abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting.

223. On 04/20/2022, Plaintiff underwent a Gastric Emptying Study at Singing River Gulfport Hospital and then was later diagnosed on 04/22/2022 with abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting.

224. Plaintiff continues to experience symptoms of abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting as a result of Ozempic.

225. At all times material to the above, the Ozempic label failed to adequately warn Benny Shumpert and his medical provider of the true risks of taking Ozempic.

226. At all times material to the above, the marketing and advertising failed to adequately warn Benny Shumpert and his medical providers of the true risks of taking Ozempic.

227. His life is forever changed because of his usage of Ozempic.

COUNT I:
NEGLIGENCE – PURSUANT TO COMMON LAW AND MISS. CODE ANN. § 11-1-63

228. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

229. Defendants, directly or indirectly, caused Wegovy and/or Ozempic to be sold, distributed, packaged, labeled, marketed, promoted, and used by Plaintiff. At all relevant times, Defendants registered, researched, distributed, marketed, overpromoted, and sold Wegovy and/or Ozempic within the Commonwealth of Pennsylvania, Mississippi, and throughout the United States.

230. At all relevant times, Defendants had a duty to exercise reasonable care in the manufacture, marketing, advertisement, supply, storage, transport, packaging, sale, and

distribution of Wegovy and/or Ozempic products, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that did not cause users to suffer from unreasonable, dangerous side effects without an adequate warning—when used alone or in foreseeable combination with other drugs.

231. At all relevant times, Defendants knew, or in the exercise of reasonable care, should have known of the hazards and dangers associated with Wegovy and/or Ozempic, and specifically that use of these drugs could cause malnutrition, cyclical vomiting, gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, esophageal injury, bowel injury, intraoperative aspiration, and death.

232. At all relevant times, Defendants knew, or in the exercise of reasonable care, should have known that the use of Wegovy and/or Ozempic could cause Plaintiff's injuries, and thus, created a dangerous and unreasonable risk of injury to the users of these products that Defendants did not warn of.

233. Defendants knew, or in the exercise of reasonable care, should have known that users and consumers were unaware of the risks and magnitude of the risks associated with the use of Wegovy and/or Ozempic.

234. Defendants breached their duty of care to Plaintiff and Plaintiff's treating physicians, in the warning, testing, monitoring, and pharmacovigilance of Ozempic and Wegovy.

235. In disregard of their duties, Defendants committed one or more of the following negligent acts or omissions:

a. Manufacturing, producing, overpromoting, marketing, formulating, creating, developing, designing, selling, and distributing Ozempic and Wegovy, without thorough and adequate pre- and post-market testing of the product;

b. Manufacturing, producing, overpromoting, marketing, advertising, formulating, creating, developing, and distributing Ozempic and Wegovy, and upon information and belief, while negligently and intentionally concealing and failing to disclose clinical data which demonstrated the risk of serious harm associated with the use of Ozempic and Wegovy;

c. Failing to undertake sufficient studies and conduct necessary tests to determine whether or not Ozempic and Wegovy were safe for their intended use;

d. Upon information and belief, failing to disclose and warn of the product defect to the regulatory agencies, the medical community, and consumers that Defendants knew and had reason to know that Ozempic/Wegovy was indeed unreasonably unsafe and unfit for use by reason of the product's defect and risk of harm to its users;

e. Failing to warn Plaintiff, the medical and healthcare community, and consumers that Ozempic and Wegovy's risk of harm was unreasonable and that there were safer and effective alternative products available to Plaintiff and other consumers;

f. Failing to provide adequate instructions, guidelines, and safety precautions to those persons to whom it was reasonably foreseeable would use Ozempic and Wegovy;

g. Advertising, marketing, and recommending the use of Ozempic and Wegovy, while concealing and failing to disclose or warn of the dangers known by Defendants to be connected with, and inherent in, the use of Ozempic and Wegovy;

h. Representing that Ozempic and Wegovy were safe for weight loss when in fact Defendants knew and/or should have known the products were not safe for those purposes;

i. Continuing to manufacture and sell Ozempic and Wegovy with the knowledge that Ozempic and Wegovy, when used for weight loss, were unreasonably unsafe and dangerous;

j. Failing to use reasonable and prudent care in the design, research, testing, manufacture, and development of Ozempic and Wegovy so as to avoid the risk of serious harm associated with the use of Ozempic and Wegovy.

k. Failing to design and manufacture Ozempic and Wegovy so as to ensure the drugs were at least as safe and effective as other similar products;

l. Failing to ensure that Ozempic and Wegovy were accompanied by proper and accurate warnings about the risk of severe gastrointestinal problems including gastroparesis.

m. Failing to ensure that Ozempic and Wegovy were accompanied by proper and accurate warnings about possible adverse side effects associated with the use of Ozempic and Wegovy and that use of Ozempic and Wegovy created a high risk of severe injuries; and

n. Failing to conduct adequate testing, including pre-clinical and clinical testing, and post-marketing surveillance to determine the safety of Ozempic and Wegovy.

236. A reasonable manufacturer, designer, distributor, promotor, or seller under the same or similar circumstances would not have engaged in the aforementioned acts and omissions.

237. As a direct and proximate result of Defendants' negligent testing, monitoring, and pharmacovigilance of Ozempic and Wegovy, Defendants introduced a drug into the Commonwealth of Pennsylvania, Mississippi, and the United States that they knew or should have known would cause serious and severe complications in people, including pancreatitis, necrosis of the pancreas, gastroparesis, a serious condition.

238. If Defendants had not breached those duties, their unreasonably dangerous and defective product would not have been on the market for Plaintiff to purchase and inject, and Plaintiff would not have suffered the injuries described above.

239. Because of these breaches, however, the Defendants' unreasonably dangerous and defective products were on the market, and Plaintiff purchased and injected it in a reasonably foreseeable manner and substantially as intended by the Defendants.

240. As a direct and proximate result, Plaintiff suffered the injuries described above.

241. It was foreseeable that persons like Plaintiff who injected Ozempic would, as a direct and proximate result, suffer those injuries.

242. In light of what they knew or should have known, the Defendants should have anticipated that these injuries were a likely result of the actions and failures to act described above.

243. As a direct and proximate result of Defendant's negligence and Plaintiff's injection of Ozempic Plaintiff has been injured catastrophically and sustained severe and permanent pain, suffering, and impairment, loss of enjoyment of life, loss of care, comfort, and economic damages.

244. The aforementioned negligence and wrongs done by Defendants were aggravated by the kind of grossly negligent conduct and disregard for the rights of others, the public, and Plaintiff, for which the law allows the imposition of exemplary or punitive damages, in that Defendants' conduct involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, and Defendants proceeded with a reckless disregard to the rights, safety, or welfare of others, including Plaintiff.

245. Defendants are liable in tort to Plaintiff for their wrongful conduct under Mississippi and Pennsylvania law.

246. As a direct and proximate result of one or more of the above-stated negligent acts by Defendants, Plaintiff suffered bodily injuries and consequent economic and other losses, including pain and suffering, loss of a normal life, medical expenses, lost income and disability, and punitive damages.

COUNT II:
NEGLIGENCE - FAILURE TO WARN

247. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

248. Ozempic and/or Wegovy are products within the meaning of Pennsylvania and Mississippi products liability law.

249. Ozempic and/or Wegovy was expected to reach, and did reach, users and/or consumers, including Plaintiff, without substantial change in the defective and unreasonably dangerous condition in which it was sold or distributed.

250. Defendants owed Plaintiff and other Ozempic and/or Wegovy users a duty to exercise reasonable care in marketing, advertising, promoting, distributing and/or selling Ozempic and/or Wegovy.

251. Defendants advertised and promoted Ozempic and/or Wegovy for the purpose of weight loss and diabetes control.

252. At all times material, Ozempic and/or Wegovy was used in a manner intended and/or foreseeable to Defendants.

253. A reasonable patient or consumer of Ozempic and/or Wegovy would expect the drug to be free of significant defects.

254. Defendants knew or had reason to know of facts establishing that Ozempic and/or Wegovy posed a significant risk of malnutrition, cyclical vomiting, gastroparesis, gastroenteritis,

intestinal obstruction/blockage, ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, intraoperative aspiration and death, and deliberately proceeded to act, or failed to act, in conscience disregard of, or indifference, to that risk.

255. At all times relevant hereto, the defective nature of Ozempic and/or Wegovy was known to Defendants, or reasonably and scientifically knowable to them, through appropriate research and testing by known methods, at the time they distributed, supplied, or sold their respective products, and not known to ordinary physicians who would be expected to prescribe the drug to their patients.

256. In disregard of its duty to timely warn consumers of health risks associated with Ozempic and/or Wegovy, Defendants committed one or more of the following negligent acts or omissions:

a. Failing to properly and adequately warn and instruct Plaintiff and Plaintiff's treating physicians that Wegovy and/or Ozempic was designed and/or manufactured in a way that it could cause injuries and damages, including lasting and permanent gastrointestinal injuries;

b. Failing to timely disclose to Plaintiff and Plaintiff's treating physicians the risks of increased risk of severe gastrointestinal events (e.g., gastroparesis, gastroenteritis, intestinal blockage, ileus, bowel or esophageal injury, cyclical vomiting, and malnutrition), DVT, intraoperative aspiration, gallbladder problems necessitating surgery, and/or death, as well as the need to permanently stay on the drug or the weight will be regained; and

c. Failing to timely warn Plaintiff and Plaintiff's treating physicians that a detailed lab work and patient history should be obtained before starting Ozempic and/or Wegovy.

257. At all relevant times, the labels for Wegovy and/or Ozempic are inadequate because they did not warn and/or adequately warn of all possible adverse side effects associated with the use of Wegovy and/or Ozempic, including the increased risk of severe gastrointestinal events (e.g., gastroparesis, gastroenteritis, intestinal blockage, ileus, bowel or esophageal injury, cyclical vomiting, and malnutrition), DVT, intraoperative aspiration, gallbladder problems necessitating surgery, and/or death, as well as the need to permanently stay on the drug or the weight will be regained.

258. The labels for Wegovy and/or Ozempic are inadequate because they did not contain adequate instructions for use such that a physician and patient could make an informed prescribing decision, adequately monitor the patient while using, and mitigate potential harms from the use of Wegovy and/or Ozempic.

259. At all relevant times, the labels for Wegovy and/or Ozempic are inadequate because they did not warn and/or adequately warn that Wegovy and/or Ozempic had not been sufficiently and/or adequately tested for safety risks, including severe gastrointestinal events (e.g., gastroparesis, gastroenteritis, intestinal blockage, ileus, bowel or esophageal injury, cyclical vomiting, and malnutrition), as well as DVT, gallbladder problems necessitating surgery, intraoperative aspiration, and/or death.

260. The labels for Wegovy and/or Ozempic were inadequate because they did not warn and/or adequately warn of all possible adverse side effects concerning the failure and/or malfunction of Wegovy and/or Ozempic.

261. The labels for Wegovy and/or Ozempic were inadequate because they did not warn and/or adequately warn of the severity and duration of such adverse effects, as the warnings given did not accurately reflect the symptoms, or severity of the side effects.

262. At all relevant times, communications made by Defendants to Plaintiff and Plaintiff's prescribing physician(s) were inadequate because Defendants failed to warn and/or adequately warn of all possible adverse side effects associated with the use of Wegovy and/or Ozempic, including the increased risk of severe gastrointestinal events (e.g., gastroparesis,

gastroenteritis, intestinal blockage, ileus, bowel/esophageal injury, cyclical vomiting, and malnutrition), DVT, gallbladder problems necessitating surgery, intraoperative aspiration, and/or death.

263. At all relevant times, communications made by Defendants to Plaintiff and Plaintiff's prescribing physician(s) were inadequate because Defendants failed to warn and/or adequately warn that Wegovy and/or Ozempic had not been sufficiently and/or adequately tested for safety risks, including severe gastrointestinal events (e.g., gastroparesis and gastroenteritis, intestinal blockage, bowel/esophageal injury, cyclical vomiting, and malnutrition), DVT, gallbladder problems necessitating surgery, intraoperative aspiration, and/or death.

264. Defendants' failure to warn of the above was the proximate cause of Plaintiff's injuries, harm, and economic loss, from which Plaintiff continue to suffer.

265. Defendants' failure to warn of the significant risks of Wegovy and/or Ozempic use prevented Plaintiff and Plaintiff's treating physicians from conducting a proper assessment of the risks and benefits of using Wegovy and/or Ozempic.

266. Had Plaintiff and/or Plaintiff's treating physicians been properly warned of the significant risks of Wegovy and/or Ozempic, they would not have elected to begin and/or continue Wegovy and/or Ozempic therapy.

267. Reasonable, safer alternative treatments were available to Plaintiff and/or Plaintiff's treating physicians had they been warned of these significant risks.

268. Defendants are liable in tort to Plaintiff for their wrongful conduct pursuant to Pennsylvania law.

269. Plaintiff's prescription for and purchase and injection of Ozempic, and the injuries described above that followed, were the direct and proximate result of the Defendants' failure to disclose.

270. As a direct, foreseeable and proximate result of Defendants' failure to warn of the significant risks associated with Wegovy and/or Ozempic, Plaintiff suffered grievous bodily

injuries and consequent economic and other losses, as referenced above. As a consequence of Defendants' misconduct, Plaintiff' physicians lacked adequate warnings and other appropriate facts that were misrepresented or omitted from the information (if any) that Defendants provided to physicians for Wegovy and/or Ozempic. Plaintiff suffered injury of a personal and pecuniary nature, including pain and suffering, medical expenses, lost income and disability, and punitive damages.

COUNT III:
NEGLIGENCE - DESIGN DEFECT

271. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

272. Defendants are liable to Plaintiff for the injuries and damages sustained due to Defendants' negligent design and/or formulation of Wegovy and/or Ozempic.

273. At all relevant times to this lawsuit, Defendants owed a duty to consumers including Plaintiff and his health care providers, to assess, manage, and communicate the risks, dangers, and adverse effects of Wegovy and/or Ozempic. Defendants' duties included, but were not limited to, carefully and properly designing, testing, studying, and manufacturing Wegovy and/or Ozempic.

274. Defendants negligently and carelessly breached the above-described duties to Plaintiff by, among other acts and omissions, negligently and carelessly:

(a) Failing to use ordinary care in designing, testing, and manufacturing Wegovy and/or Ozempic;

(b) Failing to design Wegovy and/or Ozempic as to properly minimize the adverse effects to the gastrointestinal and immune system;

(c) Failing to counteract in the design the known adverse effects on the gastrointestinal and immune system;

(d) Designing a product where the benefits were greatly outweighed by the risks malnutrition, cyclical vomiting, gastroparesis, gastroenteritis, intestinal obstruction/blockage,

ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, intraoperative aspiration and death;

(e) Designing a product without taking into consideration the proper dosage that could avoid malnutrition, cyclical vomiting, gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, intraoperative aspiration and death;

(f) Wegovy and/or Ozempic was defective in design or formulation in that, when it left the hands of the manufacturers and/or suppliers and/or distributors, the foreseeable risks exceeded the benefits associated with the design or formulation.

275. At all reasonable times, given their lack of efficacy and increased safety risks, Wegovy and/or Ozempic did not meet the reasonable expectations of an ordinary consumer, particularly the Plaintiff, or in the alternative, his medical providers.

276. Wegovy and/or Ozempic was defective in design or formulation in that, when it left the hands of the manufacturers and/or suppliers and/or distributors, it was unreasonably dangerous, more dangerous than an ordinary consumer would expect, and more dangerous than other similar drugs.

277. Despite Defendants' knowledge of the foreseeable risks and unreasonably dangerous nature of Wegovy and/or Ozempic at all times relevant, Defendants designed and brought the product to market and continued to market the drug when there were safer alternatives available, including but not limited to alternate dosing, reduced exposure, among others.

278. As a result of Defendants' negligent and reckless design, Plaintiff sustained severe and ongoing injuries when he was prescribed and injected Ozempic.

279. As a direct and proximate result of one or more of the above-stated negligent acts by Defendants, Plaintiff suffered grievous bodily injuries and consequent economic and other losses, including pain and suffering, loss of a normal life, medical expenses, lost income and disability, and punitive damages.

COUNT IV:
NEGLIGENT MISREPRESENTATION AND MARKETING

280. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

281. At all relevant times, Defendants negligently provided Plaintiff, Plaintiff's healthcare providers, the general medical community, and the public with false, fraudulent, and/or incorrect information or omitted or failed to disclose material information concerning Wegovy and/or Ozempic, including, but not limited to, misrepresentations and marketing regarding the safety and known risks of Wegovy and/or Ozempic.

282. At all relevant times, Defendants negligently provided Plaintiff, Plaintiff's healthcare providers, the general medical community, and the public with false, fraudulent, and/or incorrect information or omitted or failed to disclose material information concerning Wegovy and/or Ozempic, including, but not limited to, misrepresentations and marketing regarding the long term effects of Ozempic and/or Wegovy, including, but not limited to the fact weight lost will be regained upon cessation of the drug.

283. The information distributed by Defendants to the public, the medical community, Plaintiff and his healthcare providers, including advertising campaigns, labeling materials, print advertisements, commercial media, and marketing was false and misleading and contained omissions and concealment of truth about the dangers of Wegovy and/or Ozempic.

284. Defendants' conduct had the capacity to deceive and/or their purpose in making these misrepresentations was to deceive and defraud the public and the medical community, including Plaintiff and Plaintiff's health care providers; to falsely assure them of the quality of Wegovy and/or Ozempic and induce the public and medical community, including Plaintiff and Plaintiff's healthcare providers to request, recommend, purchase, prescribe, and use Wegovy and/or Ozempic.

285. Defendants had a duty to accurately and truthfully represent and market to the medical and healthcare community, medical pharmaceutical manufacturers, Plaintiff, Plaintiff's

healthcare providers and the public, the known risks of Wegovy and/or Ozempic, including its propensity to cause malnutrition, cyclical vomiting, gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, esophageal injury, bowel injury, intraoperative aspiration, and death.

286. Defendants made continued omissions in the Wegovy and/or Ozempic labeling, including promoting it as safe and effective while failing to warn of its propensity to cause malnutrition, cyclical vomiting, and gastroparesis, gastroenteritis, intestinal obstruction/blockage, ileus, DVT and associated pulmonary embolism, gallbladder problems necessitating surgery, esophageal injury, bowel injury, intraoperative aspiration, and death.

287. Defendants made additional misrepresentations beyond the product labeling by representing Wegovy and/or Ozempic as a safe and effective treatment for diabetes and weight-loss with only minimal risks.

288. Defendants misrepresented and overstated the benefits of Wegovy and/or Ozempic to Plaintiff, Plaintiff's treaters, and the medical community without properly advising of the known risks to patients.

289. Defendants made the misrepresentations alleged herein with the intent to induce consumers, like Plaintiff, to take their weight-loss products.

290. In reliance upon the false, deceptive and negligent misrepresentations and omissions and marketing made by Defendants, Plaintiff and Plaintiff's healthcare providers were induced to, and did use and prescribe Wegovy and/or Ozempic, and relied upon the affirmative misrepresentations and/or negligent omissions in doing so.

291. As a direct and proximate result of the foregoing negligent misrepresentations and marketing and conduct with capacity to deceive and/or intention to deceive, Plaintiff suffered serious and ongoing injuries.

292. As a direct and proximate result of the foregoing misrepresentations, marketing, and deceitful intentions, Plaintiff requires and/or will require more healthcare and services and did incur medical, health, incidental, and related expenses.

293. Defendants knew or should have known that Plaintiff, Plaintiff's healthcare providers, and the general medical community did not have the ability to determine the true material facts which were intentionally and/or negligently concealed and misrepresented by Defendants.

294. Plaintiff and his healthcare providers would not have used or prescribed Wegovy and/or Ozempic had the true facts not been concealed by Defendants.

295. Defendants had sole access to many of the material facts concerning the defective nature of Wegovy and/or Ozempic and its propensity to cause serious and dangerous side effects.

296. At the time Plaintiff was prescribed and administered Wegovy and/or Ozempic, Plaintiff and Plaintiff's healthcare providers were unaware of Defendants' negligent misrepresentations and omissions.

297. Defendants failed to exercise ordinary care in making representations concerning Wegovy and/or Ozempic while they were involved in their manufacture, design, sale, testing, quality assurance, quality control, promotion, marketing, labeling, and distribution in interstate commerce, because Defendants negligently misrepresented Wegovy and/or Ozempic's high risk of unreasonable and dangerous adverse side effects.

298. Plaintiff and Plaintiff's healthcare providers reasonably relied upon the misrepresentations and omissions made by Defendants, where the concealed and misrepresented facts were critical to understanding the true and full dangers inherent in the use of the Wegovy and/or Ozempic.

299. Plaintiff and Plaintiff's healthcare providers' reliance on the foregoing misrepresentations and omissions was the direct and proximate cause of Plaintiff' injuries.

COUNT V:
FRADAULENT MISREPRESENTATION

300. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

301. At all relevant times, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and/or distributed Wegovy and/or Ozempic.

302. At all relevant times, Defendants knew or should have known that Wegovy and Ozempic has not been adequately and/or sufficiently tested for safety.

303. At all relevant times, Defendants knew or should have known of the serios side effects of Wegovy and Ozempic, including gastroparesis and its sequelae.

304. At all relevant times, Defendants knew or should have know that Wegovy and Ozempic were not safe to improve glycemic control in adults with type 2 diabetes, to reduce cardiovascular risk in patients with type 2 diabetes, or to promotes weight loss, given with increased risk of gastro paresis and its sequelae.

305. Nonetheless, Defendants made material misrepresentations to Plaintiff, Plaintiff's prescribing physician(s), the medical and healthcare community at large, and the general public regarding the safety and/or efficacy of Ozempic and Wegovy.

306. Defendants represented affirmatively and by omission on advertisements and on the labels of Ozempic and Wegovy that Ozempic and Wegovy were safe and effective drugs for treatment of adults with type 2 diabetes, despite being aware of increased risks of gastroparesis and its sequelae causally associated with using Ozempic and Wegovy.

307. Defendants were aware or should have been aware that their representations were false or misleading, and they knew that they were concealing and/or omitting material information from Plaintiff, Plaintiff's prescribing physician(s), the medical and healthcare community, and the general public.

308. Defendants' misrepresentations of material facts were made purposefully, willfully, wantonly, and/or recklessly to mislead and induce medical and healthcare providers, such as Plaintiff's prescribing physician(s), and adult type 2 diabetes patients, such as Plaintiff, to dispense, provide, prescribe, accept, purchase, and/or consume Ozempic and Wegovy for treatment of adults with type 2 diabetes.

309. Upon information and belief, Plaintiff's prescribing physician(s) had no way to determine the truth behind Defendants' false and/or misleading statements, concealments and omissions surrounding Ozempic and Wegovy, and Plaintiff's prescribing physician(s) reasonably relied on false and/or misleading facts and information disseminated by Defendants, including Defendants' omissions of material facts which Plaintiff's prescribing physician(s) had no way to know were omitted.

310. Upon information and belief, Plaintiff's prescribing physician(s) justifiably relied on Defendants' material misrepresentations, including omissions contained therein, when making the decision to prescribe Ozempic and Wegovy to Plaintiff.

311. Upon information and belief, had Plaintiff's prescribing physician(s) been informed of the increased risk of gastroparesis causally associated with Ozempic and Wegovy, Plaintiff's prescribing physician(s) would not have prescribed Ozempic or Wegovy, and/or would have provided Plaintiff with adequate information regarding safety of Ozempic and Wegovy, to allow Plaintiff to make an informed decision regarding Plaintiff's use of Ozempic and Wegovy.

312. Plaintiff had no way to determine the truth behind Defendants' false and/or misleading statements, concealments and omissions surrounding Ozempic and Wegovy, and Plaintiff reasonably relied on false and/or misleading facts and information disseminated by Defendants, including Defendants' omissions of material facts which Plaintiff had no way to know were omitted.

313. Plaintiff justifiably relied on Defendants' material misrepresentations, including omissions contained therein, when making the decision to accept, purchase and/or consume Ozempic and Wegovy.

314. Had Plaintiff been told of the increased risk of gastroparesis and its sequelae causally associated with Ozempic and Wegovy, Plaintiff would not have used Ozempic or Wegovy and/or suffered abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting.

315. Had Plaintiff been told of the lack of sufficient and/or appropriate testing of Ozempic and Wegovy for safety risks, including gastroparesis and its sequelae, Plaintiff would not have used Ozempic or Wegovy and/or suffered abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting.

316. As a direct and proximate result of these false representations and/or omissions as described herein, Plaintiff was caused to suffer serious and dangerous injuries, including abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting..

COUNT VI:
STRICT LIABILITY – FAILURE TO WARN – PURSUANT TO COMMON LAW AND MISS. CODE ANN. § 11-1-63

317. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

318. At all relevant times, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and/or distributed the Ozempic and Wegovy drugs that Plaintiff used.

319. Ozempic and Wegovy were expected to and did reach the usual consumers, handlers, and persons encountering said products without substantial change in the condition in which they were produced, manufactured, sold, distributed, and marketed by Defendants.

320. At all relevant times, and at the times Ozempic and Wegovy left Defendants' control, Defendants knew or should have known that Ozempic and Wegovy were unreasonably dangerous because they did not adequately warn of the risk of gastroparesis and its sequelae, especially when used in the form and manner as provided by Defendants.

321. Even though Defendants knew or should have known that Ozempic and Wegovy caused unreasonably dangerous injuries, Defendants continued to market, distribute, and/or sell Ozempic and Wegovy to consumers, including Plaintiff, without adequate warnings.

322. Even though Defendants knew or should have known that Ozempic and Wegovy caused unreasonably dangerous injuries, Defendants continued to market Ozempic and Wegovy to prescribing physicians, including Plaintiff's prescribing physician(s), without adequate warnings.

323. Defendants knew or should have known that consumers such as Plaintiff would foreseeably suffer injury as a result of their failure to provide adequate warnings, as set forth herein.

324. At all relevant times, given their increased safety risks, Ozempic and Wegovy were not fit for the ordinary purposes for which they were intended.

325. At all relevant times, given their increased safety risks, Ozempic and Wegovy did not meet the reasonable expectations of an ordinary consumer, particularly Plaintiff.

326. Defendants had a duty to exercise reasonable care in the designing, researching, testing, manufacturing, marketing, supplying, promotion, advertising, packaging, sale, and/or distribution of Ozempic and Wegovy into the stream of commerce, including a duty to assure that the products would not cause users to suffer unreasonable, dangerous injuries, such as gastroparesis and its sequelae.

327. At all relevant times, Plaintiff was using Ozempic and Wegovy for the purposes and in a manner normally intended.

328. The Ozempic and Wegovy designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed by Defendants were defective due to inadequate warnings or instructions, as Defendants knew or should have known that these products created a risk of serious and dangerous injuries, including gastroparesis and its sequelae, as well as other severe and personal injuries which are permanent and lasting in nature, and Defendants failed to adequately warn of said risks.

329. The Ozempic and Wegovy designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed by Defendants were defective due to inadequate post marketing surveillance and/or warnings because, after Defendants knew or

should have known of the risks of serious side effects, including gastroparesis and its sequalae, as well as other severe and permanent health consequences from Ozempic and Wegovy, they failed to provide adequate warnings to users and/or prescribers of these products, and continued to improperly advertise, market and/or promote their products, Ozempic and Wegovy.

330. The labels for Ozempic and Wegovy were inadequate because they did not warn and/or adequately warn of all possible adverse side effects causally associated with the use of Ozempic and Wegovy, including the increased risk of gastroparesis and its sequelae.

331. The labels for Ozempic and Wegovy were inadequate because they did not warn and/or adequately warn that Ozempic and Wegovy had not been sufficiently and/or adequately tested for safety risks, including gastroparesis and its sequelae.

332. The labels for Ozempic and Wegovy were inadequate because they did not warn and/or adequately warn of all possible adverse side effects concerning the failure and/or malfunction of Ozempic and Wegovy.

333. The labels for Ozempic and Wegovy were inadequate because they did not warn and/or adequately warn of the severity and duration of adverse effects, as the warnings given did not accurately reflect the symptoms or severity of the side effects.

334. Communications made by Defendants to Plaintiff and Plaintiff's prescribing physician(s) were inadequate because Defendants failed to warn and/or adequately warn of all possible adverse side effects causally associated with the use of Ozempic and Wegovy, including the increased risk of gastroparesis and its sequelae.

335. Communications made by Defendants to Plaintiff and Plaintiff's prescribing physician(s) were inadequate because Defendants failed to warn and/or adequately warn that Ozempic and Wegovy had not been sufficiently and/or adequately tested for safety risks, including gastroparesis and its sequelae.

336. Plaintiff had no way to determine the truth behind the inadequacies of Defendants' warnings as identified herein, and Plaintiff's reliance upon Defendants' warnings was reasonable.

337. Plaintiff's prescribing physician(s) had no way to determine the truth behind the inadequacies of Defendants' warnings as identified herein, and his/her/their reliance upon Defendants' warnings was reasonable.

338. Upon information and belief, had Plaintiff's prescribing physician(s) been warned of the increased risks of gastroparesis and its sequalae, which are causally associated with Ozempic and Wegovy, then the prescribing physician(s) would not have prescribed Ozempic and Wegovy, and/or would have provided Plaintiff with adequate warnings regarding the dangers of Ozempic and Wegovy, so as to allow Plaintiff to make an informed decision regarding Plaintiff's use of Ozempic and Wegovy.

339. Upon information and belief, had Plaintiff's prescribing physician(s) been warned that Ozempic and Wegovy had not been sufficiently and/or adequately tested for safety risks, including gastroparesis and its sequelae, the prescribing physician would not have prescribed Ozempic and Wegovy, and/or would have provided Plaintiff with adequate warnings regarding the lack of sufficient and/or adequate testing of Ozempic and Wegovy, to allow Plaintiff to make an informed decision regarding Plaintiff's use of Ozempic and Wegovy.

340. If Plaintiff had been warned of the increased risks of gastroparesis and its sequelae, which are causally associated with Ozempic and Wegovy, then Plaintiff would not have used Ozempic or Wegovy and/or suffered from abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting, and their sequelae.

341. If Plaintiff had been warned that Ozempic and Wegovy had not been sufficiently and/or adequately tested for safety risks, including gastroparesis and its sequalae, then Plaintiff would not have used Ozempic and/or suffered from abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting, and their sequelae.

342. If Plaintiff had been warned of the increased risks of gastroparesis and its sequelae, which are causally associated with Ozempic and Wegovy, then Plaintiff would have informed Plaintiff's prescribing physician(s) that Plaintiff did not want to use Ozempic or Wegovy.

343. Upon information and belief, if Plaintiff had informed Plaintiff's prescribing physician(s) that Plaintiff did not want to use Ozempic or Wegovy due to the risks of gastroparesis and its sequelae, or the lack of adequate testing for safety risks, then Plaintiff's prescribing physician(s) would not have prescribed Ozempic or Wegovy.

344. By reason of the foregoing, Defendants have become liable to Plaintiff for the designing, marketing, promoting, distribution and/or selling of unreasonably dangerous products, Ozempic and Wegovy.

345. Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed defective products which created an unreasonable risk to the health of consumers and to Plaintiff in particular, and Defendants are therefore liable for the injuries sustained by Plaintiff.

346. Defendants' inadequate warnings for Ozempic and Wegovy were acts that amount to willful, wanton, and/or reckless conduct by Defendants.

347. Said inadequate warnings for Defendants' drugs Ozempic and Wegovy were a substantial factor in causing Plaintiff's injuries.

348. As a result of the foregoing acts and omissions, Plaintiff was caused to suffer serious and dangerous injuries, including gastroparesis, necrosis of the pancreas, and pancreatitis, which resulted in other severe and personal injuries which are permanent and lasting in nature, including physical pain, mental anguish, diminished enjoyment of life, as well as the need for lifelong medical treatment, monitoring and/or medications, and fear of developing any of the above-named health consequences.

COUNT VII:
CLAIMS UNDER MISSISSIPPI'S CONSUMER PROTECTION ACT AND DECEPTIVE TRADE PRACTICES ACT PERSONAL INJURIES MISS. CODE ANN. CODE § 75-24-1, ET SEQ

349. This Count is brought under Mississippi's Consumer Protection Act and Deceptive Trade Practices Act (Miss. Code Ann. §§ 75-24-1, et seq.).

350. At all times relevant to this claim, Plaintiff Benny Shumpert, and Defendants, Defendants' corporate predecessors, and others with whom they acted in concert were persons within the meaning of Miss. Code Ann. §§ 75-24-1, et seq.

351. At all times relevant to this claim, Plaintiff Benny Shumpert was a consumer within the meaning of Miss. Code Ann. §§ 75-24-1, et seq.

352. At all times relevant to this claim, Defendants, Defendants' corporate predecessors, and others with whom they acted in concert were engaged in the conduct of trade and commerce within the meaning of Miss. Code Ann. §§ 75-24-1, et seq.

353. Defendants deliberately and/or negligently misrepresented the safety of Wegovy and/or Ozempic and concealed the risks attendant to use of the drugs. Through their misrepresentations, Defendants' conduct had the tendency or capacity to deceive, and affected the decisions of consumer and their health care providers to purchase, prescribe and use Wegovy and/or Ozempic, and to exclude the options of not using a drug product for treatment.

354. All Defendants, while engaged in the conduct and practices identified above, committed one or more violations of state laws related to unfair or deceptive acts or practices, including, but not limited to, the following

a) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of Wegovy and/or Ozempic;

b) Representing that Wegovy and/or Ozempic have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;

c) Representing that Defendants' authors, key opinion leaders, consultants, and speakers do not have a sponsorship, approval, status, affiliation or connection that they do have;

d) Representing that Wegovy and/or Ozempic are of a particular standard, quality or grade;

e) Engaging in other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, as alleged in this Complaint.

355. As a direct and proximate result of the foregoing, Plaintiff is entitled to damages pursuant to the common law and applicable state statutes. Further, Defendants' actions and omissions as identified in this Complaint constitute a flagrant disregard for human life, so as to warrant the imposition of punitive damages under common law and other applicable statutes.

COUNT VIII:
BREACH OF EXPRESS WARRANTIES AND IMPLIED WARRANTY OF MERCHANTABILITY PURSUANT TO COMMON LAW AND MISS. CODE ANN. § 75-2-313, MISS. CODE ANN. § 75-2-314, MISS. CODE ANN.§ 75-2-315, AND MISS. CODE ANN.§ 11-1-63

356. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

357. As a direct and proximate result of the breaches of express warranty and the implied warranty of merchantability by Defendants, their corporate predecessors, and others with whom they acted in concert, Plaintiff has suffered abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting, severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of the Plaintiff's life; has suffered the loss of a normal life and will continue to do so for the remainder of the Plaintiff's life; has lost income that he otherwise would have earned and will continue to do so for the remainder of the Plaintiff's life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of the Plaintiff's life.

COUNT IX:
STRICT PRODUCT LIABILITY – FAILURE TO WARN – PURSUANT TO COMMON LAW AND MISS. CODE ANN. § 11-1-63

358. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

359. As a direct and proximate result of defective and unreasonably dangerous condition of the Ozempic manufactured, distributed, and sold by Defendants. Plaintiff has developed abdominal pain, gastroparesis, abdominal bloating, nausea and vomiting; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of the Plaintiff's life; has suffered the loss of a normal life and will continue to do so for the remainder of the Plaintiff's life; has lost income that he otherwise would have earned and will continue to do so for the remainder of the Plaintiff's life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of the Plaintiff's life.

COUNT X:
VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW 73 P.S. SECT. 201-1

360. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

361. Defendants financed, assisted, supported and participated in the promotion and use of Wegovy and/or Ozempic to create a demand for the drug

362. Defendants deliberately and/or negligently misrepresented the safety of Wegovy and/or Ozempic and concealed the risks attendant to use of the drugs. Through their misrepresentations, Defendants' conduct had the tendency or capacity to deceive, and affected the decisions of consumer and their health care providers to purchase, prescribe and use Wegovy and/or Ozempic, and to exclude the options of not using a drug product for treatment.

363. All Defendants, while engaged in the conduct and practices identified above, committed one or more violations of state laws related to unfair or deceptive acts or practices, including, but not limited to, the following:

a) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of Wegovy and/or Ozempic;

b) Representing that Wegovy and/or Ozempic have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;

c) Representing that Defendants' authors, key opinion leaders, consultants, and speakers do not have a sponsorship, approval, status, affiliation or connection that they do have;

d) Representing that Wegovy and/or Ozempic are of a particular standard, quality or grade;

e) Engaging in other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, as alleged in this Complaint.

364. Plaintiff has suffered injuries and damages as a direct and proximate result of Defendants' statements in the advertising and promotional activities to Plaintiff and Plaintiff's medical providers, as described above.

PRESERVATION CLAIMS

365. Plaintiff hereby incorporates by reference all allegations contained in the preceding paragraphs, as though fully set forth herein.

366. Many States have recently enacted tort reform statutes with "exclusive remedy" provisions. Courts have yet to determine whether these exclusive remedy provisions eliminate or supersede, to any extent, state common law claims. If during the pendency of this action this

court makes any such determination, Plaintiffs hereby specifically make claims to and preserves any State claim based upon any exclusive remedy provision, under any state law this court may apply, to the extent not already alleged above.

367. To the extent that Defendant(s) may claim that one or more of Plaintiffs' claims are barred by the applicable statute of limitations, Plaintiffs assert that the statute of limitations is and has been tolled by Plaintiff's discovery that the injury(ies) was/were caused by Defendants' defective product and failure to properly and adequately warn of the products' risks, all as more fully set forth in this Complaint, after the injury sustained by Plaintiff.

DEMAND FOR JURY TRIAL

368. Plaintiff demands a trial by jury on all the triable issues within this pleading.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff incorporates by reference each preceding and succeeding paragraph as though set forth fully at length herein, and prays for judgment in his favor and against Defendants awarding the following:

369. A monetary award, sufficient to compensate Plaintiff for the following categories of damages:

a) actual or compensatory damages in such amount to be determined at trial and as provided by applicable law;

b) actual and treble damages in such amount to be determined by this Court and as provided by law;

c) exemplary and punitive damages sufficient to punish and deter Defendants and others from future wrongful practices;

d) pre-judgment and post-judgment interest;

e) costs including court costs, and other litigation expenses; and

f) any other relief the Court may deem just and proper.

Dated: April 10, 2025

Respectfully Submitted,

/s/ Richard W. Schulte
Richard W. Schulte, Esq. (*pro hac vice*)
Ohio Bar No. 0066031
rschulte@yourlegalhelp.com
Wright & Schulte, LLC
865 S. Dixie Dr.
Vandalia, Ohio, 45377
P: (937) 435-7500
F: (937) 435-7511

Counsel for Plaintiff