

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<p>CYNTHIA FREELAND, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>FOOTHILLS PROFESSIONAL PHARMACY, LTD., AVOCADO HEALTH TECHNOLOGY, INC., SAJAD ZALZALA M.D., TELERX PROVIDERS, P.C., and DOES 1-5,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 4:26-CV-263</p> <p>COMPLAINT -- CLASS ACTION</p> <p>JURY TRIAL DEMAND</p>
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Cynthia Freeland (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her undersigned counsel, brings this class action complaint against Defendants Foothills Professional Pharmacy, Ltd., Avocado Health Technology, Inc., Sajad Zalzal, M.D., TeleRx Providers, P.C., and Does 1-5, alleging the following based upon personal knowledge as to her own acts and experiences, and as to all other matters, upon information and belief, including the investigation conducted by Plaintiff’s counsel.

PRELIMINARY STATEMENT

1. Since 2021 the United States weight loss industry has grown into an unprecedented multi-billion dollar industry driven by sales of weight loss drugs, and specifically prescription GLP-1 weight loss drugs.¹

2. Looking to get their piece of this multi-billion dollar pie, Foothills Professional Pharmacy, Ltd. (“Foothills Pharmacy”), Avocado Health Technology, Inc. (“Avocado Health”), Sajad Zalzal, M.D. (“Dr. Zalzal”), and TeleRx Providers, P.C. (“TeleRx”), together with their co-conspirators, including networks of telehealth websites, marketing companies and telehealth physicians / clinicians, embarked on the manufacturing, distribution, and nationwide marketing and sale of “oral tirzepatide” as an effective weight loss pill and as equivalent to GLP-1 weight loss drugs that are approved by the Federal Drug Administration (“FDA”).

3. Despite the fact that Defendants and their co-conspirators could never manufacture an oral tirzepatide pill that functions as a legitimate, effective GLP-1

¹ GLP-1 is the acronym for “Glucagon-like peptide-1 receptor agonists” (“GLP-1 drugs”). GLP-1 drugs are peptide-based therapies that mimic a naturally occurring hormone that regulates blood sugar and appetite. In terms of weight loss medications, GLP-1 drugs have been viewed as a game changer. The GLP-1 market has also become one of the most valuable and fastest-growing sectors in modern pharmaceuticals, with analysts projecting global sales of GLP-1–based obesity and diabetes medications to approach or exceed \$100 billion by 2030. *See* Goldman Sachs, *Why the anti-obesity drug market could grow to \$100 billion by 2030* (Oct. 30, 2023) <https://www.goldmansachs.com/insights/articles/anti-obesity-drug-market> (last visited Nov. 18, 2025).

drug for weight loss, they have marketed and continue to market and sell it to thousands of unsuspecting consumers as an equivalent and effective alternative to GLP-1 injectable weight loss medications.²

4. The claims here concern Defendants’ so-called “oral tirzepatide” weight loss pill. An “oral tirzepatide” weight loss pill has no demonstrated mechanism of absorption or efficacy and functions as modern-day *snake oil*—a pharmacologically inert compound when delivered via a pill, yet misrepresented to consumers by Defendants as a legitimate and effective GLP-1 weight loss pill.

5. Plaintiff purchased the “oral tirzepatide” from a website called *SkinnyRx*, which claimed to offer personalized, doctor-supervised weight-loss treatment. In reality, *SkinnyRx* was one piece of the Defendants’ deceptive artifices, whereby they used deceptive language and imagery to promote and sell oral tirzepatide pills to Plaintiff and other customers.

6. Consumer-facing telehealth websites or “brands,” like *SkinnyRx*, conceal their common origin but are part of the same scheme and operation

² There are FDA approved *injectable* tirzepatide weight loss products sold under the brand names *Mounjaro* and *Zepbound*, which are clinically recognized for the treatment of type 2 diabetes and obesity. Compounded injectable formulations of tirzepatide are also sold online and by compounding pharmacies, but must comply with FDA rules and regulations. These compounded products are the subject of ongoing challenges by brand-name manufacturers *Eli Lilly & Co.* and *Novo Nordisk A/S* in lawsuits around the country alleging, among other things, that they fail to comply with the FDA’s compounding provisions, 21 U.S.C. §§ 353a–353b. This case, however, does **not** concern *injectable* tirzepatide.

directed by and with Foothills Pharmacy and Avocado Health at the hub.

Defendants bombard customers with ads online and via social media, and further the scheme and deception by, among other things, creating the false narrative that there is a proliferation of purported “companies” selling an “oral tirzepatide” pill, thereby giving consumers the false impression that the drug is legitimate and widely accepted and prescribed.

7. Through this scheme, Defendants have profited by intentionally deceiving consumers into each paying hundreds of dollars for oral tirzepatide pills that were (knowingly) never capable of delivering the weight loss results promised.

8. On behalf of herself and those similarly situated persons who purchased oral tirzepatide pills or tablets that were manufactured, marketed, and/or delivered to them by Defendants (“Class”), Plaintiff seeks to hold Defendants liable for: violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* (“RICO”), the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. § 201-1, *et. seq.*, (“PUTPCPL”); the consumer-protection statutes implicated by the Multistate Consumer Protection Subclass; and, for common-law fraud and unjust enrichment. Defendants’ conduct has caused Plaintiff and the Class economic damages, and Plaintiff also seeks to stop Defendants from continuing to deceptively market and sell “oral tirzepatide” pills.

THE PARTIES

9. Plaintiff Cynthia Freeland is a resident of Berwick, Pennsylvania. As described below, Plaintiff purchased “oral tirzepatide” from Defendants.

10. Defendant **Foothills Professional Pharmacy, Ltd. d/b/a Foothills Professional Pharmacy (“Foothills Pharmacy”)** is a business entity organized and existing under the laws of the State of Arizona.³ Foothills Pharmacy represents itself as a compounding pharmacy that “bridge[s] the gap between telemedicine and pharmacy care” by working directly with “telemedicine providers, clinics, and digital health platforms,” and by providing “[c]linical expertise for compound formulations”⁴ Foothills states that it offers “seamless telemedicine integration,” is “fully compatible with digital health platforms,” and provides “fast, compliant e-prescription fulfillment” across all 50 states.⁵ Foothills further represents that it maintains “100+ partnerships” with telemedicine brands and providers.⁶ As alleged in more detail below, Foothills Pharmacy was the pharmacy that manufactured and distributed Plaintiff’s oral tirzepatide ordered via *SkinnyRx*, and is identified as the providing pharmacy for other of Defendants’ businesses.

³ AZ File No. 11784977.

⁴ *Home*, Foothills Pharmacy, <https://foothillsparmacy.com/> (last visited Jan. 15, 2026).

⁵ *Id.*

⁶ *About Us*, Foothills Pharmacy, <https://foothillsparmacy.com/about-us/> (last visited Jan. 15, 2026).

a. Foothills Pharmacy maintains its operational headquarters and principal place of business at 2727 W Baseline Road, Suite 1, Tempe, Arizona 85283.

b. Foothills Pharmacy represents that it is a “nationwide compounding pharmacy licensed in all 50 states,”⁷ including Pennsylvania,⁸ and that it is “subject to the jurisdiction of the Arizona Board of Pharmacy.”⁹

c. The CEO and President of Foothills Pharmacy is, and has been at relevant times, Pujan “Neal” Patel (“Neal Patel”),¹⁰ who is also identified as the “Chief of Medical Operations” for Defendant Avocado Health.

11. Defendant **Avocado Health Technology, Inc.** (“Avocado Health”) is incorporated in New York,¹¹ as of June 20, 2024. Defendant Avocado Health represents itself as a technology company that provides telehealth infrastructure, clinical networks, and backend services to healthcare and consumer-facing

⁷ *Foothills Professional Pharmacy*, LinkedIn, <https://www.linkedin.com/company/foothills-professional-pharmacy-ltd/> (last visited Jan. 15, 2026).

⁸ Pennsylvania State Board of Pharmacy, License No. NP001612 (last renewed July 3, 2025).

⁹ Foothills Professional Pharmacy, Ltd., *Response Letter* (Sept. 22, 2020), U.S. Food & Drug Administration, <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/foothills-professional-pharmacy-ltd-598883-09222020> (last visited Jan. 15, 2026).

¹⁰ *See Pujan (Neal) Patel*, LinkedIn, <https://www.linkedin.com/in/pujan-neal-patel-610b83228/> (last visited Jan. 15, 2026).

¹¹ NY File No. 7356438.

telehealth brands.¹² As alleged below, *SkinnyRx* is but one of those telehealth websites/brands.

a. On Avocado Health’s website, where prospective customers are invited to “Reach Out!”, Avocado Health directs them to **TeleRx Providers PC**, sales@avocadohealth.com, at 2108 N St., Suite N, Sacramento, California 95816—which is the same address displayed on *SkinnyRx*’s website.¹³

b. Avocado Health’s website identifies the following as some of the members of the “Team,” each of whom has associations with one or more of the other Defendants and related entities:¹⁴

- i. William Liu, as Chief Executive Officer and “co-founder.”
See also ¶ 11(c) & n. 18, *infra*.
- ii. Michael Deardoff, as Director of Retention. *See also* ¶ 35, *infra*.
- iii. Defendant Sajad Zalzala, as Medical Director. *See also* ¶¶ 12-13, *infra*.

¹² *Avocado Health Technology*, LinkedIn, <https://www.linkedin.com/company/avocado-health-technology/> (last visited Jan. 15, 2026).

¹³ Avocado Health, *About*, <https://avocadohealth.com/about> (last visited Jan. 22, 2026).

¹⁴ Avocado Health, *About*, <https://desktop.avocadohealth.com/about> (last visited Jan. 22, 2026).

iv. Neal Patel, as Chief of Medical Operations. *See also* ¶ 10, *supra*; ¶ 20 & n. 33, *infra*.

c. Edward Lee is identified as Avocado Health’s registered agent, at the following address: 1250 Broadway, 36th Fl, New York, NY 10001.¹⁵

The publicly available WHOIS registration data for the domain

avocadohealth.com lists Edward Lee as the registrant contact and identifies the associated address as 64 Faulkner Road, Hancock, New York 13783.¹⁶

The 64 Faulkner Road address is tied to a New York City tax lien assessed against an entity named LeanRx, Inc.,¹⁷ which as alleged in ¶ 24, *infra*, is the

purported owner and operator of SkinnyRx. Public records reflect an

indictment and arrest of Edward Lee and Avocado Health’s “co-founder”

William Liu in approximately October 2025 in connection with an alleged

coordinated online credit-card fraud scheme, and charges of conspiracy to

¹⁵ NY File No. 7356438. The address listed on Avocado Health’s New York Certificate of Incorporation is 64 Faulkner Road, Hancock, New York 13783. The property owner of 64 Faulkner Road is Edward Lee. *See* Broome County Property Records (Instrument # 202300001173), available at <https://www.searchiqs.com/NYBRO/ImageViewerMP.aspx?CustomView=Search%20Results&SelectedDoc=L|100920147&SelectedRowIndex=0>.

¹⁶ DomainTools, *WHOIS Record for avocadohealth.com*, <https://whois.domaintools.com/avocadohealth.com> (last visited Jan. 15, 2026).

¹⁷ *New York State Unified Court System — County Filing Results (Control No. 5184038)*, <https://iapps.courts.state.ny.us/webccos/newyorkcc/countyFilingResults?1-1.-formSearchResults-pnlCountyFilingResults-countyFilingList-0-controlNumberLink> (last visited Jan. 15, 2026).

commit wire fraud, substantive wire fraud, and money laundering. *See USA v. Liu et al.*, No. 25-cr-03035 (S.D. Cal.).¹⁸

12. Defendant **TeleRx Providers, P.C.** (“TeleRx”) is a professional corporation organized and existing under the laws of the State of California.¹⁹ According to its corporate filings, TeleRx’s mailing address is 2108 N St., Suite N, Sacramento, California 95816, and a principal address of 835 Mason Street, Suite A250, Dearborn, Michigan 48124.²⁰ TeleRx is registered to do business in at least forty states, including Pennsylvania²¹ and lists its address as 2108 N St., Suite N, Sacramento, California 95816, in multiple state filings. Its CEO is, and has been at relevant times, Defendant Sajad Zalzal, M.D., who is listed on at least thirty-two Secretary of State filings as Defendant TeleRx’s owner/officer. As alleged in more detail below, and upon information and belief, TeleRx, including with and through

¹⁸ Public records corroborate that the individuals identified as William Liu and Edward Lee in connection with Avocado Health are the same individuals referenced in the Government’s indictment. The indictment identifies “OPPA NYC INC.” as an involved entity, and publicly available corporate records show that OPPA NYC INC. is registered to Edward Lee at 64 Faulkner Road, Hancock, New York 13783, the same address associated with Avocado Health Technology Inc. In addition, Count 48 of the indictment ties William Liu to VERDON OASIS CONSULTING LLC, a company that public records reflect is likewise registered under Edward Lee’s name.

¹⁹ CA File No. 5252441.

²⁰ *Id.*

²¹ PA File No. 13531722.

Avocado Health, supplied and operated the clinician network responsible for issuing Plaintiff’s oral tirzepatide prescription.

13. **Defendant Sajad Zalzalā, M.D. (“Defendant Zalzalā” or “Dr. Zalzalā”)** is an individual who resides in Dearborn, Michigan. He is a medical doctor²² licensed to practice medicine in multiple states, including Pennsylvania.²³ Dr. Zalzalā publicly describes himself as a “physician entrepreneur” who has “combined clinical practice with startup leadership” to “build and scale innovative telemedicine and digital health platforms.”²⁴ As alleged in more detail below, and upon information and belief, Zalzalā exercises ownership and control over Avocado Health and *SkinnyRx*—the GLP-1 marketing website that Plaintiff purchased her oral tirzepatide through.

- a. Dr. Zalzalā is identified by *SkinnyRx* as its “Medical Director.”²⁵ Dr. Zalzalā represents that, beginning in or around September 2025, he has served as “Medical Director” at *SkinnyRx* in a “fractional” capacity. In that role, he states that he provides “clinical leadership for

²² Sajad Zalzalā, *NPI No. 1639311509*, NPI Registry, <https://npiregistry.cms.hhs.gov/provider-view/1639311509> (last visited Jan. 15, 2026).

²³ Pennsylvania State Board of Medicine, License No. MD459711 (last renewed Dec. 9, 2024).

²⁴ *Sajad Zalzalā M.D.*, LinkedIn, <https://www.linkedin.com/in/szalzalamd/> (last visited Jan. 15, 2026).

²⁵ See *Tirzepatide Tablets*, *SkinnyRx*, <https://www.skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

an obesity medicine and metabolic health platform,” including “overseeing clinical strategy and program development,” “ensuring protocols are **evidence-based**, safe, and patient-centered,” and “supporting the company’s mission to deliver sustainable, **effective** weight management solutions.”²⁶

- b. Dr. Zalzala is identified as Avocado Health’s Medical Director.²⁷
- c. Avocado Health’s website terms include a definition for “VitalTap”; based on information and belief, this corresponds to Vital Tap Medical PC, a separate business entity owned by Defendant Zalzala. Public records reflect that Vital Tap Medical PC uses the same Sacramento address—2108 N St., Suite N, Sacramento, California 95816—as Avocado Health, TeleRx and SkinnyRx.
- d. Dr. Zalzala represents that he is licensed to practice medicine “in all 50 states and D.C.” and that his professional experience includes co-founding and serving as Chief Medical Officer of telemedicine

²⁶ *Sajad Zalzala M.D.*, LinkedIn, <https://www.linkedin.com/in/szalzalamd/> (last visited Jan. 15, 2026) (emphasis added).

²⁷ *See* Avocado Health, *About*, <https://desktop.avocadohealth.com/about> (last visited Jan. 22, 2026). *See also* ¶ 11(b)(iii), *supra*.

companies, including AgelessRx, another GLP-1 marketing company that at one point sold oral tirzepatide.²⁸

- e. Between February 21, 2024 and September 3, 2025, Dr. Zalzal was professionally reprimanded, sanctioned, or fined on at least 22 occasions across a wide range of jurisdictions, including Pennsylvania,²⁹ arising from his telemedicine prescribing practices, supervision of mid-level providers, and documentation standards. In February 2024, Dr. Zalzal entered into a Settlement Agreement and Consent Order on Discipline with the Missouri State Board of Registration for the Healing Arts.³⁰ That action arose from an investigation initiated after the Missouri Board of Pharmacy reported that a non-resident pharmacy was shipping prescriptions into Missouri based on “an internet questionnaire.” The investigation found that 7,689 of the 9,898 prescriptions shipped into Missouri by “The Pill Club Pharmacy” were issued by a single Missouri-licensed nurse

²⁸ See AgelessRx, *Oral Tirzepatide*, <https://web.archive.org/web/20250406015620/https://agelessrx.com/products-weight-management/> (archived Apr. 6, 2025).

²⁹ See *In re Sajad Zalzal, M.D.*, Case No. 24-49-018789 (April 8, 2025) <https://tinyurl.com/4z72vwz7>.

³⁰ Missouri Board of Healing Arts, *Order* (Med. No. 2017032846), <https://pr.mo.gov/boards/healingarts/orders/MED-2017032846.pdf> (last visited Jan. 15, 2026).

practitioner, for whom Dr. Zalzalā served as the “collaborating physician.” During the Missouri Board’s investigation, Dr. Zalzalā was interviewed by a Board investigator via videoconference.

Although the proceeding concerned Dr. Zalzalā’s conduct in his individual capacity as a licensed physician, he appeared accompanied by legal counsel for The Pill Club.³¹

- f. Similar concerns regarding the absence of meaningful physician–patient interaction and adequate documentation were raised against Dr. Zalzalā in subsequent proceedings before other medical boards. In 2024 and 2025, Dr. Zalzalā entered into consent agreements or stipulations with the medical boards in Kentucky,³² North Carolina,³³ and Rhode Island,³⁴ each of which involved findings that he facilitated

³¹ *Id.*

³² *In re Sajad Zalzalā, M.D.*, Case No. 2226 (Sept. 3, 2025), available at <http://www.state.ky.us/agencies/kbml/finalorders/52859.pdf> (last visited Jan. 15, 2026).

³³ *In re Sajad Zalzalā M.D.*, (North Carolina) (July 15, 2025), available at <https://portal.ncmedboard.org/Verification/viewer.aspx?ID=228217> (last visited Jan. 15, 2026) (“The CPSO action prompted the Board to have Dr. Zalzalā’s care of five patients in North Carolina reviewed by an independent medical expert. Specifically, the expert was concerned with Dr. Zalzalā’s consistent lack of documentation regarding patient history and examination. The expert commented that the treatments appeared to rely heavily on the patients’ responses to vague and incomplete questions, and there was insufficient clinical evaluation or corroboration.”).

³⁴ *In re Sajad Zalzalā M.D.*, Case No. C24-0282 (June 25, 2025), available at <https://datahealth.ri.gov/discipline/MDSajadZalzalā.pdf> (last visited Jan. 15, 2026)

or issued prescriptions without adequately assessing or seeing patients, relied heavily on patient responses to incomplete or vague questionnaires, and failed to maintain medical records or documentation consistent with applicable telehealth standards of practice.

14. Defendants Does 1-5 are individuals, corporations, partnerships, associations, and other entities whose true names and capacities are presently unknown to Plaintiff. Plaintiff is informed and believes, and on that basis alleges, that each Doe Defendant participated in, authorized, directed, controlled, facilitated, and/or benefited from the wrongful conduct alleged herein, including the ownership, operation, management, and execution of the scheme described in this Complaint. Plaintiff will seek leave to amend this Complaint to substitute the true names of the Doe Defendants when their identities and roles are ascertained through discovery.

JURISDICTION AND VENUE

15. Plaintiff brings this action pursuant to RICO, 18 U.S.C. § 1964(c), which confers jurisdiction upon this Court over the subject matter of this action.

(“The Board ... requested and reviewed ten medical records of Rhode Island residents who were patients of Respondent. The patients respond to a questionnaire which asks why the patient seeks the medications requested. Of the ten patients reviewed, only one record reflected a synchronous video interaction with the patient.”)

The Court also has jurisdiction over the subject matter pursuant to 28 U.S.C. § 1331 in that this action arises under the laws of the United States.

16. The Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive of interests and costs, exceeds the sum or value of \$5,000,000 and is a class action in which there are in excess of 100 class members, at least one of the class members is a citizen of a state different from at least one of the Defendants. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Plaintiff's state law claims because those claims are so related to the federal claims that they form part of the same case or controversy.

17. This Court may properly exercise personal jurisdiction over all Defendants because (1) Defendant Foothills Professional Pharmacy, Ltd. purposefully availed itself of this forum by obtaining pharmacy licensure in Pennsylvania and by shipping the prescription at issue to Plaintiff at her residence within this District; (2) Defendant Avocado Health Technology Inc. purposefully availed itself of this forum by designing, operating, and maintaining the telehealth infrastructure, intake systems, prescribing workflows, and technical integrations used to solicit Pennsylvania consumers, route their personal and medical information, generate prescriptions, and effectuate the interstate sale and shipment of oral tirzepatide into Pennsylvania, including to Plaintiff, in concert with

Foothills Pharmacy, Dr. Zalzala, and TeleRx; (3) Defendant Sajad Zalzala, M.D. purposefully availed himself of this forum by holding medical licensure issued by the Pennsylvania State Board of Medicine and by exercising control over, supervising, or participating in the telehealth provider network responsible for issuing the prescription that was transmitted into Pennsylvania; and (4) Defendant TeleRx Providers, P.C. likewise purposefully availed itself of this forum by registering to transact business in Pennsylvania and by operating the clinician network through which prescriptions were issued to Pennsylvania residents, including Plaintiff. Defendants further conduct substantial, continuous, and systematic business in Pennsylvania by marketing telehealth services to Pennsylvania residents and by soliciting, processing, issuing, and fulfilling mail-order prescription transactions directed to consumers in this District. The wrongful conduct alleged herein caused injury to Plaintiff in Pennsylvania and was expressly aimed at, and had foreseeable effects within, this forum.

18. Venue is proper in this forum pursuant to U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this District, including the issuance, shipment, and receipt of the prescription at issue, and because Defendants transact business in this District through their telehealth operations and mail-order prescription services.

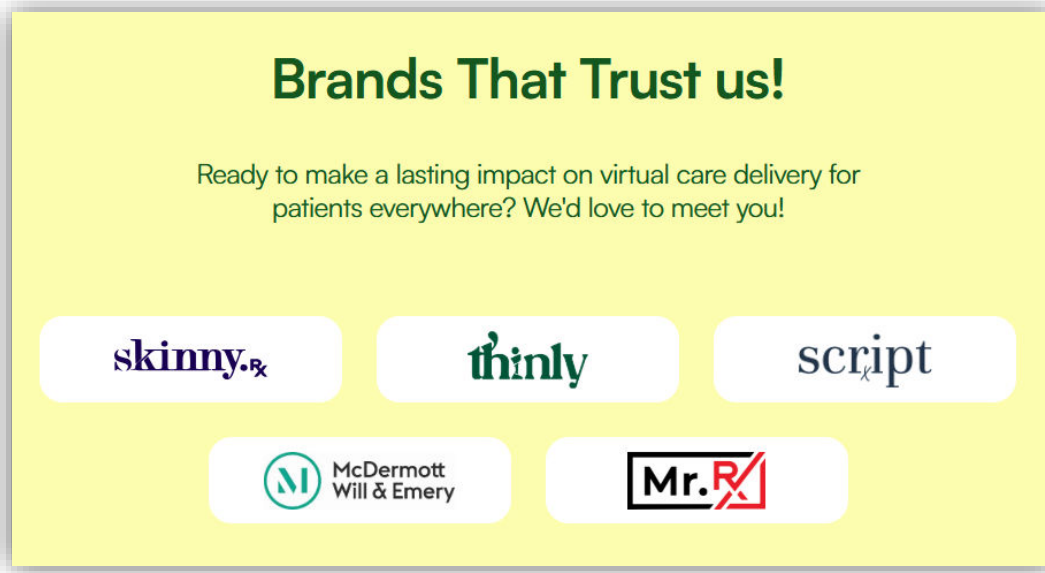
NON-PARTY ENTITIES ASSOCIATED WITH THE DEFENDANTS

19. The following ¶¶ 20-43 identify persons, entities, and businesses associated with the named Defendants and that are participants in the scheme to market and sell “oral tirzepatide.” As set forth below, these entities occupy distinct but coordinated roles in the marketing, prescribing, fulfillment, and technical operation of the product. This section traces how consumer-facing brands, telehealth infrastructure providers, and clinicians are interconnected through nominally separate entities in a manner that obscures true ownership and control, and also demonstrates that Defendant Sajad Zalzal exercises operational and clinical authority over the consumer-facing portion of the enterprise. Defendants have obscured the identity of the real persons operating, marketing, and selling Oral Tirzepatide to Plaintiffs and members of the Class, and profiting therefrom.

A. The Consumer Facing Websites and Brands Associated with Avocado Health and Foothills Pharmacy

20. On Avocado Health’s website, under the “About” section, Avocado Health includes a subsection titled “Brands That Trust us!” which lists several entities identified as purported users of the Avocado Health virtual care delivery platform, and some of which identify oral tirzepatide on their websites, including *SkinnyRx*.³⁵

³⁵ Avocado Health, *About*, <https://www.avocadohealth.com/about> (last visited Jan. 15, 2026). **Script Derm LLC d/b/a Script Derm** is a telehealth platform

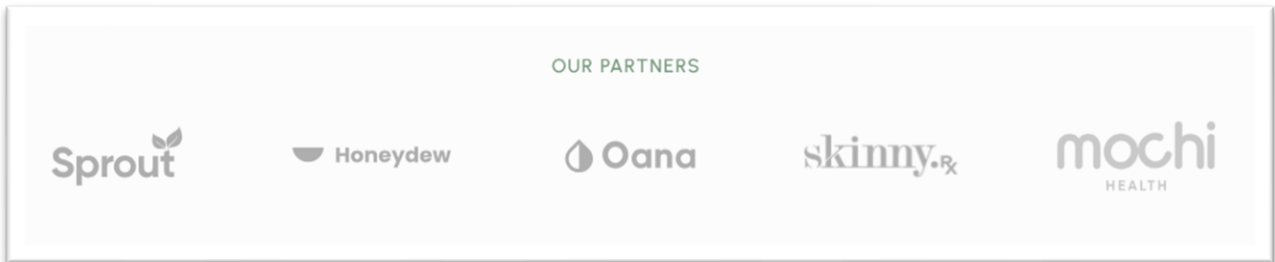


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marketing prescription dermatology treatments. Script Derm, *Home*, <https://www.scriptderm.com/> (last visited Jan. 15, 2026). Script Derm LLC is a Delaware entity, formed January 5, 2024. DE File No. 2895837. Public records reflect that an entity bearing the same name was registered in North Carolina two months earlier, on November 7, 2023, and was subsequently dissolved on January 17, 2024. NC File No. 2736922. In that original North Carolina filing, **Neal Patel**, the CEO of Defendant Foothills Pharmacy and Chief of Medical Operations for Defendant Avocado Health is identified as a company officer. **Mr. Rx** is a telehealth platform marketing erectile-dysfunction treatments. *See* Mr. Rx, *Home*, <https://mrrx.com/> (last visited Jan. 15, 2026). And, **McDermott Will & Emery**, displayed by its outdated name and logo, is an international law firm. *See* McDermott Will & Schulte, *Home*, <https://www.mwe.com/> (last visited Jan. 15, 2026). This complaint does not allege Script Derm, Mr. Rx or McDermott Will & Emery sell oral tirzepatide. Moreover, Plaintiff is unaware of any reason for that law firm’s name appearing on this webpage.

³⁶ Thinly, another of Defendant Avocado Health’s “Brands” is also a telehealth website/business. Thinly’s privacy policy identifies that its contact address as the same as SkinnyRx. *See* Thinly, *Privacy Policy*, <https://thinly.com/privacy> (last visited Jan. 15, 2026). Publicly available web analytics reflect shared technical infrastructure between Thinly and SkinnyRx. Certificate transparency records show that the subdomains *portal.thinly.com* and *admin.thinly.com* resolve to SkinnyRx branded webpages. In addition, third-party web-technology analysis data reflect that *thinly.com* and *skinnyrx.com* share multiple underlying technical

21. Likewise, Foothills also touts its “partners” on its homepage³⁷ and displays the logos of SkinnyRx,³⁸ Sprout Health,³⁹ and Oana Health⁴⁰— each of which is a GLP-1 “brand” that markets and sells oral tirzepatide to consumers.



i. SkinnyRx

22. **LeanRx, Inc., d/b/a SkinnyRx** operates as a consumer-facing telehealth storefront marketing oral tirzepatide through its website, *skinnyrx.com*. SkinnyRx publicly represents itself as a “healthcare company dedicated to helping

attributes, indicating that the two domains are operated within a common technical environment. *See* BuiltWith, *Relationships for thinly.com*, <https://builtwith.com/relationships/thinly.com> (last visited Jan. 15, 2026). Taken together, these facts support the reasonable inference that Thinly functions not as a standalone telehealth business, but as an alternate or contingency consumer-facing platform within the same enterprise—capable of being activated or repurposed to continue operations, redirect traffic, or preserve continuity in the event SkinnyRx.com is suspended, disrupted, or otherwise rendered unavailable.

³⁷ *Home*, Foothills Pharmacy, <https://foothillspharmacy.com/> (last visited Jan. 15, 2026).

³⁸ *Tirzepatide Tablets*, SkinnyRx, <https://skinnyrx.com/products/commerce/tirzepatide-tablets> (last visited Jan. 15, 2026).

³⁹ *Tirzepatide Tablets*, Sprout, <https://joinsprouthealth.com/tirzepatide-pills/> (last visited Jan. 15, 2026).

⁴⁰ *Tirzepatide Tablets*, Oana, <https://weightloss.oanahealth.com/> (last visited Jan. 15, 2026).

women and men address obesity with safe, **effective**, and **science-backed** solutions.”⁴¹

23. SkinnyRx’s website identifies Defendant Sajad Zalzal, M.D., as its “Medical Director.”⁴² Beyond this designation, however, SkinnyRx does not disclose any corporate leadership, ownership structure, clinical staff, prescribing entity, or pharmacy operations responsible for the issuance of prescriptions or fulfillment of medications sold through the platform.

24. According to SkinnyRx’s website, Lean Rx, Inc. owns and operates the SkinnyRx website [skinnyrx.com](https://www.skinnyrx.com), and lists its address as 2108 N St., Suite N, Sacramento, California 95816.⁴³ However, searches of California Secretary of State business records reveal no registered entity under the names “SkinnyRx,” “Skinny Rx,” “LeanRx, Inc.,” “LeanRx,” or “Lean Rx,” or any variation thereof. A company named LeanRx, Inc. is registered in Delaware.⁴⁴ Publicly available corporate records do not identify any officers, directors, or beneficial owners, and the entity is not registered to do business in any other state. Public records instead reflect that LeanRx, Inc. is the subject of a tax lien filed by the City of New York

⁴¹ *SkinnyRx*, LinkedIn <https://www.linkedin.com/company/skinnyrx/> (last visited Jan. 15, 2026) (emphasis added).

⁴² *SkinnyRx*, *Tirzepatide Tablets*, <https://www.skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

⁴³ *SkinnyRx*, *Terms and Conditions*, <https://www.skinnyrx.com/terms> (last visited Jan. 27, 2026).

⁴⁴ DE File No. 2590640.

on November 19, 2025,⁴⁵ and identifies LeanRx, Inc. as located at 64 Faulkner Road, Hancock, New York 13783—Edward Lee’s personal residence (*see* n. 15, *supra*).⁴⁶

25. Accordingly, SkinnyRx operates solely as a trade name and consumer-facing façade, lacking any identifiable corporate presence, licensure, or operational capacity consistent with the marketing and sale of prescription drug products. SkinnyRx disclaims any substantive role in the provision of medical care, clinical decision-making, prescription issuance, or pharmacy dispensing,⁴⁷ while simultaneously serving as the primary interface through which consumers are induced to purchase purported prescription medications.

26. Publicly available web analytics for SkinnyRx provide additional evidence of overlapping operational control and infrastructure among Defendants. Certificate transparency records associated with *skinnyrx.com* show that SkinnyRx has generated numerous distinct subdomains corresponding to different operational

⁴⁵ *New York State Unified Court System — County Filing Results (Control No. 5184038)*, <https://iapps.courts.state.ny.us/webccos/newyorkcc/countyFilingResults?1-1.-formSearchResults-pnlCountyFilingResults-countyFilingList-0-controlNumberLink> (last visited Jan. 15, 2026).

⁴⁶ The filing of the lien reflects that LeanRx Inc. was identified to New York City tax authorities as a taxable entity using the Hancock, New York address, and that an assessed City tax obligation associated with that identification went unpaid.

⁴⁷ *See, e.g., SkinnyRx, Terms and Conditions*, <https://www.skinnyrx.com/terms> (last visited Jan. 27, 2026).

functions.⁴⁸ The crt.sh records for *skinnyrx.com* include a subdomain explicitly named for Avocado Health—“*avocado.skinnyrx.com*.” The creation and certification of this subdomain reflects a significant technical linkage between SkinnyRx and Avocado Health and is consistent with shared infrastructure, integration, or coordinated operation between the two platforms.

27. Publicly available certificate transparency records for *avocadohealth.com* likewise show the creation and certification of multiple subdomains associated with backend and application services.⁴⁹

28. Viewed together, the SkinnyRx and Avocado Health domain records are consistent with a bidirectional technical integration between the two platforms, rather than an incidental or one-directional relationship. *See also* Avocado Health, *Developer Hub*, <https://docs.avocadohealth.com/> (last visited Jan. 9, 2026) (providing developer documentation and technical guidance relating to patient intake, quizzes, checkout flows, and platform integration).

⁴⁸ *See* crt.sh, *Certificate Search Results for “skinnyrx.com”*, <https://crt.sh/?q=skinnyrx.com> (last visited Jan. 15, 2026). Certificate transparency logs record the issuance of security certificates used to encrypt website traffic. Websites that handle sensitive information, such as payments or personal data, must use encrypted connections, which require the issuance of security certificates tied to specific domain names. Copies of those certificates are recorded in public logs. While these records do not reveal how a system functions internally, who uses it, or whether it remains active, they do reflect which domain names and subdomains have been provisioned and secured.

⁴⁹ *See* crt.sh, *Certificate Search Results for “avocadohealth.com”*, <https://crt.sh/?q=avocadohealth.com> (last visited Jan. 15, 2026).

29. Thus, the foregoing facts support the reasonable inference, and Plaintiff alleges on information and belief, that SkinnyRx is not an independent or arm's-length enterprise, but is owned, controlled, and operated by Defendants. Further, the overlapping personnel, shared infrastructure, coordinated branding and marketing, and the absence of any credible alternative ownership explanation point to Dr. Zalzalala as the ultimate decision-maker with respect to SkinnyRx's operations, clinical relationships, and commercial strategy. Plaintiff further alleges that Dr. Zalzalala effectuated that control through one or more affiliated health-care provider entities, including Defendant TeleRx Providers PC and others, the precise identity of which is presently unknown and within Defendants' exclusive control.⁵⁰

⁵⁰ Based on publicly available corporate and licensure records, Dr. Sajad Zalzalala is associated with a number of additional business entities that have not been previously discussed herein but further reflect his use of multiple corporate vehicles in connection with health-care, administrative, and related activities. These entities include at least the following:

- Cerebral Medical Group, PC (ID File No. 0004014925);
- Haan Holdings, LLC (MI File No. 802672311);
- Michigan Osteo Holdings LLC (MI File No. 802321444);
- Mobile Care Physicians Group, P.C. (AZ File No. 23459964);
- Positron Medical Group PC (CA File No. 4243352);
- Root Causes Administrative Services LLC (MI File No. 802850790);
- Root Causes Medical Consultants, PLC (MI File No. 802028555);
- Sajad Zalzalala, M.D., Inc. (CA File No. 4757135);
- Zalzalala Medical PLC (MI File No. 802058423); and
- Zalzalala Holdings LLC (DE File No. 3451120);

Plaintiff alleges that one or more of these entities were used, directly or indirectly, to facilitate or support Dr. Zalzalala's business and clinical operations, including

Accordingly, Dr. Zalzala is properly alleged to be the owner and controlling party of SkinnyRx.

30. Through this structure, SkinnyRx serves as a liability-shielding and consumer-facing brand designed to separate the marketing of the product from the medical, pharmaceutical, and operational actors who control the underlying enterprise, thereby concealing responsibility for the unlawful sale of fraudulent, ineffective drug products.

31. Through the use of the “SkinnyRx” brand and website, Defendants have obscured the identity of the real persons operating, marketing, and selling “oral tirzepatide” to Plaintiffs and members of the Class, and profiting therefrom.

ii. Oana Health

32. **Pacific Heights Health, Inc. d/b/a Oana Health (“Oana”)** operates oanahealth.com, a consumer-facing telehealth storefront marketing oral tirzepatide.⁵¹ Oana identifies its headquarters as 2021 Fillmore Street, PMB #1373,

those relating to SkinnyRx, though the precise role and function of each entity remains unknown at this time and is the proper subject of discovery.

⁵¹ Oana, *Tirzepatide Tablets*, <https://weightloss.oanahealth.com/> (last visited Jan. 15, 2026); <https://www.oanahealth.com/category/weight-management> (last visited Jan. 23, 2026)

San Francisco, CA, and appears to be incorporated in Delaware.⁵² Oana is listed on Defendant Foothills Pharmacy’s website as a “Partner.”⁵³

iii. Sprout

33. **Sprout Health Partners LLC d/b/a Sprout Health (“Sprout”)** purportedly operates as a consumer-facing telehealth storefront marketing oral tirzepatide.⁵⁴ Upon information and belief, Sprout was incorporated in Delaware.⁵⁵ Sprout’s website terms and conditions identify Foothills Pharmacy as an external service provider,⁵⁶ and Foothills Pharmacy separately lists Sprout as a “Partner” on its own website.⁵⁷ Publicly available outbound-redirect data further reflect coordination between Sprout and SkinnyRx: records for the domain *tryglp1medication.com* show that, during overlapping periods in 2025, the domain redirected users to both *skinnyrx.com* and *joinsprouthealth.com*, indicating that the

⁵² DE File No. 7548227

⁵³ See Foothills Pharmacy, *Home*, <https://foothillsparmacy.com/> (last visited Jan. 15, 2026).

⁵⁴ Sprout, *Tirzepatide Tablets*, <https://joinsprouthealth.com/tirzepatide-pills/> (last visited Jan. 15, 2026).

⁵⁵ DE File No. 10090803.

⁵⁶ Sprout, *Terms and Conditions*, <https://joinsprouthealth.com/terms-and-conditions/> (last visited Jan. 15, 2026).

⁵⁷ See Foothills Pharmacy, *Home*, <https://foothillsparmacy.com/> (last visited Jan. 15, 2026).

two platforms were promoted interchangeably through a shared marketing infrastructure.⁵⁸

iv. Shed

34. **Shed Holdings, LLC d/b/a Shed** purportedly operates as a consumer-facing telehealth storefront selling and marketing oral tirzepatide.⁵⁹ Shed’s online terms specifically reference Oral GLP-1 Tirzepatide as one of the medications that can be prescribed.⁶⁰ Upon information and belief, Shed is incorporated in Delaware.⁶¹ Shed identifies Defendant Foothills Pharmacy as a “Pharmacy Partner” in its website’s terms and conditions.⁶²

B. Individuals Associated with Defendants Avocado Health and Foothills Pharmacy

i. Michael Deardorff

35. Michael Deardorff is identified on LinkedIn as SkinnyRx’s “Customer Retention Manager,” a position he states he has held since June 2023.⁶³ At the same

⁵⁸ BuiltWith, *Redirects for tryglp1medication.com*, <https://builtwith.com/redirects/tryglp1medication.com> (last visited Jan. 15, 2026).

⁵⁹ Shed, *GLP-1 Liquid Drops*, <https://www.tryshed.com/products/product/glp-1-liquid-drops> (last visited Jan 15, 2026).

⁶⁰ See Shed, *Terms and Conditions*, <https://www.tryshed.com/resources/legal/terms> (last visited Jan. 15, 2026) (“Medication-Specific Requirements: ... Oral GLP-1 (Semaglutide or Tirzepatide)”).

⁶¹ DE File No. 3650462.

⁶² See Shed, *Terms and Conditions*, <https://www.tryshed.com/resources/legal/terms> (last visited Jan. 15, 2026).

⁶³ Michael Deardorff, LinkedIn, <https://www.linkedin.com/in/michael-deardorff/> (last visited Jan. 15, 2026).

time, Deardorff represents that he serves as “Director of Retention” at “Avocado Health.” *Id.*

ii. Diana Rainveter

36. Diana Rainveter is identified on LinkedIn as a Product Manager affiliated with both SkinnyRx and Avocado Health Technology. In those roles, Rainveter represents that she is involved in the development and scaling of telehealth platforms.⁶⁴

iii. Theresa Vergara, NP

37. Theresa Vergara is the healthcare provider whose name appeared on Plaintiff’s prescription for oral tirzepatide.⁶⁵

38. According to Vergara’s publicly available LinkedIn profile, she describes herself as “pioneering telehealth obesity care with a comprehensive 50-

⁶⁴ *Diana Rainveter*, LinkedIn, <https://www.linkedin.com/in/diana-rainveter/> (last visited Jan. 15, 2026).

⁶⁵ Theresa Vergara (NPI 1144870056), *Medicare Physician & Other Practitioner Look-Up Tool*, Centers for Medicare & Medicaid Services, <https://data.cms.gov/tools/medicare-physician-other-practitioner-look-up-tool/provider/1144870056> (last visited Jan. 15, 2026).

state license,” including in Pennsylvania,⁶⁶ and states that she “leverage[s] cutting-edge digital health technologies to deliver personalized weight loss solutions.”⁶⁷

39. Vergara further represents that she has “successfully guided hundreds of patients through **evidence-based** weight management programs,” including through the use of “advanced medical interventions like GLP-1 receptor agonists” delivered via “virtual consultations” and “remote monitoring.” *Id.*

40. Vergara represents that she serves as a Clinical Officer at Avocado Health Technology. In that role, Vergara represents that she is responsible for “developing and implementing clinical protocols,” “conducting regular audits,” “overseeing quality improvement programs,” and collaborating with partner entities to “standardize best practices” and “maintain regulatory compliance” across telehealth operations. Her name is also displayed on Avocado Health’s website under the “Frequently Asked Questions.”⁶⁸

⁶⁶ Theresa Vergara currently holds six active licenses with the Pennsylvania State Board of Nursing: one Certified Registered Nurse Practitioner license (SP028365), one Registered Nurse license (RN773060), and four Prescriptive Authority licenses (NPPA059758, NPPA061804, NPPA062053, and NPPA073017).

⁶⁷ *Theresa Vergara*, LinkedIn, <https://www.linkedin.com/in/theresa-vergara-4a6982348/> (last visited Jan. 15, 2026).

⁶⁸ Avocado Health, *About*, <https://avocadohealth.com/about> (last visited Jan. 20, 2026).

C. Physicians/Clinicians

41. Entities, like Defendant TeleRx Providers PC and the clinicians they supply, are the means by which prescriptions are issued to Plaintiff and members of the Class, which in turn are fulfilled by Defendant Foothills Pharmacy.

42. Upon information and belief, Defendant Sajad Zalzalala exercised responsibility and control over the operation and management of the clinician and provider network through which prescriptions for oral tirzepatide were issued. That control included, among other things, decisions concerning clinician staffing and supervision, compensation arrangements, and the clinical and diagnostic policies and procedures governing whether and how prescriptions were written. Dr. Zalzalala effectuated this control through one or more affiliated or contractually related health-care provider entities, including Defendant TeleRx and similar entities, which supplied the licensed clinicians used to prescribe oral tirzepatide to consumers.

43. Dr. Zalzalala's use of clinician-facing corporate and contractual arrangements to facilitate remote prescribing is not novel. As noted above,⁶⁹ in prior disciplinary proceedings before the Missouri State Board, the Board's findings of fact reflect that a nurse practitioner identified Dr. Zalzalala as her collaborating physician, was unaware of his physical location, and that Dr. Zalzalala

⁶⁹ See ¶ 13(e), *supra*.

provided a written collaborative practice agreement governing that relationship.⁷⁰ These findings reflect that Dr. Zalzala has previously structured and overseen clinician arrangements involving remote supervision and delegated prescribing authority, consistent with the provider-network arrangements alleged here.

ADDITIONAL FACTUAL ALLEGATIONS

44. Defendants manufactured, marketed, advertised, sold and distributed oral tirzepatide tablets through a coordinated network operated by Defendants Foothills Pharmacy, Avocado Health, Dr. Zalzala and TeleRx. Defendants falsely marketed and deceptively sold to thousands of unsuspecting customers a “tirzepatide pill” for which the customers each paid Defendants hundreds if not thousands of dollars.

45. Avocado Health, Dr. Zalzala, and TeleRx, along with their co-conspirators, provided the deceptive advertising about oral tirzepatide, and provided the online telehealth “provider” infrastructure, using GLP-1 marketing websites like SkinnyRx. Foothills Pharmacy manufactured in bulk⁷¹ and fulfilled

⁷⁰ Missouri Board of Healing Arts, *Order (Med. No. 2017032846)*, at ¶¶ 11-13, <https://pr.mo.gov/boards/healingarts/orders/MED-2017032846.pdf> (last visited Jan. 15, 2026).

⁷¹ Upon information and belief, Defendant Foothills Pharmacy compounded oral tirzepatide on a routine basis and in quantities far exceeding those permitted for anticipatory compounding, and distributed the product nationwide as part of an ongoing commercial enterprise rather than to address unanticipated, patient-specific medical needs. Foothills’ widespread interstate shipment of oral

the orders for the oral tirzepatide, which were shipped to consumers nationwide. The ability of Avocado Health, as well as the telehealth websites affiliated with Defendants, such as SkinnyRx, to “offer” “in stock” oral tirzepatide and ship it immediately requires and presupposes that the product already exists in quantity—manufactured, labeled, and ready for distribution—by the Defendants’ network. Indeed, as the SkinnyRx website makes clear, and as Plaintiff experienced, the orders are “in stock” and fulfilled immediately, and no communication or consultation with a medical provider occurs or is required.

A. Defendants’ “Oral Tirzepatide” is Snake Oil

1. *Injectable GLP-1 Drugs*

46. Obesity and overweight are among the fastest growing and most prevalent chronic conditions humans face, affecting approximately 2.5 billion people worldwide and leading to a broad range of severe diseases.⁷²

47. Glucagon-like peptide-1 receptor agonists (“GLP-1RAs” or “GLP-1 drugs”) manage blood sugar levels to treat obesity and type 2 diabetes. GLP-1 drugs mimic the naturally occurring hormone GLP-1, which enhances insulin secretion, suppresses glucagon release, slows gastric emptying, and increases

tirzepatide—including shipments to Plaintiff in Pennsylvania and to consumers throughout the United States—exceeded the narrow interstate distribution (5% permitted under Section 503A, 21 U.S.C. § 353a(b)(3)(B)(ii).

⁷² World Health Organization, *Obesity and Overweight*, <https://www.who.int/news-room/fact-sheets/detail/obesity-and-overweight> (last visited Jan. 28, 2026).

satiety. These effects promote glucose control and weight loss. GLP-1 drugs are distinct from other therapies for obesity and type 2 diabetes because they act through two complementary mechanisms: metabolic control and appetite suppression. Other drugs generally work by stimulating one or the other. This unique formulation of GLP-1 drugs leads them to have superior efficacy and comparably better side effect profiles than alternatives.

48. GLP-1RAs have traditionally been administered by **subcutaneous injection** due to their chemical composition as large peptide molecules—typically exceeding 4,000 Daltons in molecular weight—which renders them susceptible to enzymatic degradation and poor gastrointestinal absorption when taken orally.

49. Tirzepatide—the drug at the center of this action—is no exception. Eli Lilly and Company, the patent holder for tirzepatide and its foremost scientific authority, has explained in official public materials directed to the medical community that “[t]irzepatide is not available in pill form for oral administration;” that it “is an injectable medicine for subcutaneous use,” that the “molecular weight of tirzepatide is 4813.53 daltons,” and that “medicines with a molecular weight greater than 500 daltons **are not absorbed orally.**”⁷³

⁷³ Eli Lilly and Company, *Is Mounjaro (tirzepatide) Available as an Oral Formulation?*, <https://medical.lilly.com/us/products/answers/is-mounjaro-tirzepatide-available-as-an-oral-formulation-199489> (Sept. 23, 2025) (emphasis added).

2. *Barriers to Developing Alternatives to Injectable Forms of Tirzepatide*

50. Certainly, people often prefer a pill over an injectable, the former being (or at least being perceived as): less-invasive, more convenient and easier to self-administer and take, and eliminates issues for those with needle aversion. Undoubtedly, there could be substantial demand for an oral tirzepatide. Accordingly, since the discovery of GLP-1 Drugs, researchers and drug companies have sought to develop non-injectable alternatives for the delivery of GLP-1 Drugs.

51. However, to date, efforts to develop oral delivery systems for tirzepatide have repeatedly failed. “The oral administration of peptides is not a new concept, and the challenges faced are best illustrated by considering the failure to date to produce a marketable oral formulation of insulin since its discovery in 1921.”⁷⁴ “Enthusiasm for peptide therapeutics was subsequently tempered by certain limitations of native peptides, such as short plasma half-life and **negligible oral bioavailability**.”⁷⁵

⁷⁴ Aroda, Blonde & Pratley, *A New Era for Oral Peptides: SNAC and the Development of Oral Semaglutide*, 23 Rev. Endocr. Metab. Disord. 979, 982 (2022), <https://pubmed.ncbi.nlm.nih.gov/35838946/>.

⁷⁵ Jolene L. Lau & Michael K. Dunn, *Therapeutic Peptides: Historical Perspectives, Current Development Trends, and Future Directions*, 26 Bioorganic & Medicinal Chemistry 2700, 2702–03 (2018), <https://www.sciencedirect.com/science/article/pii/S0968089617310222> (emphasis added).

52. Early oral formulations aimed at buccal (oral) absorption were unsuccessful and deemed “**futile** due to the relatively thick mucosal barrier and continuous flow of saliva.”⁷⁶ Attempts to deliver GLP-1 through inhalation achieved rapid plasma concentrations but raised safety and dosing concerns because GLP-1 receptors are “abundantly expressed in pulmonary tissue.”⁷⁷

53. The barriers to date of developing an effective oral delivery for tirzepatide are known and replete:

- a. “[T]here are important differences between oral administration and subcutaneous administrations. As a result of the different ways injectable and oral medications interact with the human body, the rate of absorption and bioavailability of those drugs (especially over time) necessarily varies. This often causes the [active pharmaceutical ingredient] API to behave differently once it enters the body, which can ‘influence drug effectiveness and safety’ as well as ‘the onset, intensity, and sometimes the duration of action.’” *Eli Lilly v. Willow Health Services, Inc.*, 25-cv-3570 (C.D. Cal.), Compl. ¶ 97.

⁷⁶ Choe HJ, Cho YM. *Peptidyl and Non-Peptidyl Oral Glucagon-Like Peptide-1 Receptor Agonists*. 36 *Endocrinol. Metab.* 22-29, 23 (2021), <https://doi.org/10.3803/EnM.2021.102> (emphasis added).

⁷⁷ *Id.*

- b. The human digestive system is designed to break down proteins into smaller components. Peptides, which are short chains of amino acids, are subject to the same process. When taken orally, peptides are rapidly degraded by digestive enzymes—beginning with those present in saliva—long before they can reach the bloodstream.⁷⁸ *See also* Lau, *et al.*, *supra* n. 75 (“Another obstacle for peptidic drug development is oral bioavailability: digestive enzymes designed to break down amide bonds of ingested proteins **are effective at cleaving the same bonds in peptide hormones**, and the high polarity and molecular weight of peptides severely limits intestinal permeability.”).
- c. Oral administration of peptide-based drugs results in “low bioavailability owing to poor absorption coupled with rapid degradation by proteolytic enzymes.”⁷⁹
- d. “[M]ost peptides have less than 1% oral bioavailability”⁸⁰
- e. “Several barriers must be overcome when developing orally administered peptides with a molecular weight above 1,000 Da.”⁸¹

⁷⁸ Jastreboff & Kushner, *New Frontiers in Obesity Treatment: GLP-1 and Nascent Nutrient-Stimulated Hormone-Based Therapeutics*, 74 *Ann. Rev. Med.* 125, 132 (2023), <https://pubmed.ncbi.nlm.nih.gov/36706749/>.

⁷⁹ Jastreboff & Kushner, *supra* n. 78.

⁸⁰ Di, L. *Strategic Approaches to Optimizing Peptide ADME Properties*. *AAPS J* 17, 134–143 (2015), <https://doi.org/10.1208/s12248-014-9687-3>.

⁸¹ Aroda, *et al.*, *supra* n. 74.

- f. These barriers—enzymatic degradation, low permeability of the GI wall, and variable absorption—have historically prevented oral delivery of peptides such as insulin, despite a century of research.⁸²

54. In 2019, the FDA did approve *Rybelsus*,⁸³ and more recently approved an oral tablet formulation of *Wegovy*⁸⁴—both of which are oral formulations of *semaglutide*⁸⁵ and, to date, they are the only FDA-approved orally administered GLP-1RAs. Oral delivery of *semaglutide* was made viable only through co-formulation with sodium N-(8-[2-hydroxybenzoyl]amino) caprylate (“SNAC”), an absorption enhancer that enables gastric uptake of the peptide:

- a. “Coformulating semaglutide with SNAC facilitates transcellular absorption through the gastric membrane and helps prevent degradation of semaglutide in the stomach.”⁸⁶

⁸² *Id.*

⁸³ FDA, *Prescribing Information for Rybelsus* (2024), at 11, https://www.accessdata.fda.gov/drugsatfda_docs/label/2024/213051s0181bl.pdf (“Each tablet of RYBELSUS contains 3 mg, 7 mg or 14 mg of semaglutide and the following inactive ingredients: magnesium stearate, microcrystalline cellulose, povidone and salcaprozate sodium (SNAC).”).

⁸⁴ FDA, *Prescribing Information for Wegovy (semaglutide) Tablets* (2025), at 21, https://www.accessdata.fda.gov/drugsatfda_docs/label/2025/218316Orig1s0001bl.pdf (“Each tablet of WEGOVY contains 1.5 mg, 4 mg, 9 mg or 25 mg of semaglutide and the following inactive ingredients: Salcaprozate sodium (SNAC) and magnesium stearate.”).

⁸⁵ Tirzepatide is a dual GIP/GLP-1 receptor agonist that targets two incretin pathways simultaneously, while semaglutide is a pure GLP-1 receptor agonist that acts on only one.

⁸⁶ Jastreboff & Kushner, *supra* n. 78.

- b. SNAC “acts as a local pH buffer for semaglutide, increasing solubility and protecting the drug from degradation,” while also “increasing lipophilicity and transcellular absorption of semaglutide through the stomach epithelium.”⁸⁷
- c. Acting locally in the stomach, SNAC buffers gastric acidity, prevents proteolytic degradation, and temporarily increases gastric membrane permeability to allow direct absorption of semaglutide into systemic circulation.⁸⁸

55. “Oral semaglutide must be co-formulated with the absorption enhancer SNAC in order to be absorbed.”⁸⁹ Yet, even with SNAC, oral semaglutide’s absolute bioavailability is approximately one percent, requiring administration under tightly controlled conditions, *i.e.* on an empty stomach, with a small amount of water, and no food or drink for at least thirty minutes afterward.⁹⁰

56. The development of *Rybelsus* and the *Wegovy* pill and their use of SNAC underscores the exceptional difficulty of formulating effective oral peptide

⁸⁷ Choe & Cho, *supra* n. 76.

⁸⁸ Aroda, *et al.*, *supra* n. 74.

⁸⁹ Andersen, Knop & Vilsbøll, *A Pharmacological and Clinical Overview of Oral Semaglutide for the Treatment of Type 2 Diabetes*, 81 *Drugs* 1003, 1007 (2021) (<https://pubmed.ncbi.nlm.nih.gov/33964002/>).

⁹⁰ See FDA, *Clinical Pharmacology Review for Rybelsus (oral Semaglutide)*, NDA 213051 (2019), at 15, https://www.accessdata.fda.gov/drugsatfda_docs/nda/2019/213051Orig1s000ClinPharmR.pdf.

therapies. Without a comparable absorption enhancer or pH-modifying agent, oral formulations of GLP-1 drugs—including compounded versions—lack any demonstrated mechanism to prevent degradation or promote gastric absorption.

57. The need for an absorption enhancer is especially significant for tirzepatide. The molecular weight of semaglutide is approximately 4,114 Da, while tirzepatide’s molecular weight is approximately 4,813 Da. Moreover, tirzepatide and semaglutide are fundamentally different molecules despite both being used to treat metabolic conditions. Semaglutide is a single-pathway GLP-1 receptor agonist, a modified version of the native GLP-1 hormone designed to activate one incretin receptor and slow gastric emptying, reduce appetite, and improve glycemic control.⁹¹ Tirzepatide, by contrast, is a dual-agonist peptide engineered to activate both the GLP-1 and GIP receptors simultaneously, producing a broader and more potent hormonal effect.⁹² Their amino-acid sequences, structural modifications, and receptor-binding profiles differ in ways that meaningfully alter how each drug is absorbed, stabilized, and cleared. Semaglutide’s chemistry allowed the development of a specialized oral formulation using the SNAC platform, which was optimized exclusively for semaglutide’s stability, solubility, and dose

⁹¹ *See id.*

⁹² *See* FDA, *Clinical Pharmacology Review for Tirzepatide (Mounjaro)*, NDA 215866 (2021)

https://www.accessdata.fda.gov/drugsatfda_docs/nda/2022/215866Orig1s000ClinPharmR.pdf.

requirements. **Tirzepatide does not share these formulation properties**, and its dual-receptor potency makes uncontrolled oral absorption both unreliable and potentially unsafe. As a result, the technological pathway that enabled oral semaglutide does not translate to tirzepatide, and no FDA-approved method exists to deliver tirzepatide orally in a safe, effective, or predictable manner.

58. Given these molecular characteristics, the absence of an absorption enhancer comparable to SNAC precludes meaningful absorption of either molecule. Given tirzepatide’s molecular size, structure, and enzymatic vulnerability, effective oral delivery without a permeation enhancer is pharmacologically impossible.

59. Defendants’ ostensible competitors likewise acknowledge—and even openly disclose—that oral tirzepatide is not scientifically feasible. Roman Health Ventures Inc. (“Ro”), a major direct-to-consumer telehealth platform with its own provider and pharmacy network,⁹³ published an article titled “*Oral tirzepatide: is there a pill version of Zepbound or Mounjaro?*” The article opens unequivocally with the following statement: “**Currently, oral tirzepatide does not exist.**” It explains that “tirzepatide is a synthetic peptide that is rapidly degraded by digestive enzymes within the gastrointestinal tract,” such that “too little of it would remain in your system to be effective.” The article further notes that “while

⁹³ See *Terms of Use*, Ro, <https://ro.co/terms-of-use/> (last visited Jan. 14, 2025).

researchers have found ways for other GLP-1s, such as semaglutide, to be effective in an oral form, they haven't been able to do the same for tirzepatide,” and concludes that “[u]nlike oral semaglutide, tirzepatide’s larger molecular size and chemical modifications currently pose significant challenges for the development of an effective oral formulation.”⁹⁴

60. **At bottom, no compounded or non-absorption enhancer oral formulation of tirzepatide has yet to be shown in any peer-reviewed study to achieve any measurable systemic bioavailability or therapeutic effect. See *Eli Lilly & Co. v. Adonis Health, Inc.*, No. 25-cv-03536-JST (N.D. Cal.), Compl. ¶¶ 5, 29 (“No clinical study suggests tirzepatide taken orally is safe and effective.” “FDA has not approved, and Lilly does not sell, any tirzepatide product in oral form.”).**

3. *Drug Companies’ Current Investments to Develop Oral Delivery of GLP-1 Drugs*

61. The ongoing efforts and competition among major pharmaceutical companies to develop a safe and effective oral GLP-1 medication underscores the scientific and technological challenges, as well as the financial investment, in doing so.

⁹⁴ Ro, *Oral tirzepatide: is there a pill version of Zepbound or Mounjaro?*, <https://ro.co/weight-loss/oral-tirzepatide/> (Published Nov. 11, 2025) (last visited Jan. 15, 2025).

62. Metsera, Inc. is as “an early clinical-stage biotechnology company that seeks to develop next-generation injectable and oral solutions for obesity and related conditions. It commenced operations in June 2022, has no approved products for commercial sale, and has not generated product revenue.” *Pfizer Inc. v. Metsera, Inc.*, No. 2025-1259-MTZ, Entry BL-33 (Del. Ch. Nov. 3, 2025). In September 2025, Pfizer entered into a definitive agreement to acquire Metsera for up to \$7.3 billion. Novo Nordisk, however, sought to derail Pfizer’s \$7.3 billion acquisition by making a \$9 billion bid for Metsera. The bidding war between the conglomerates concluded November 13, 2025, with Metsera’s acceptance of Pfizer’s final deal valued up to **\$10 billion**.

63. Metsera’s publicly available materials describe its main pipeline candidates, MET-224o and MET-097o, as ultra-long-acting oral GLP-1 receptor agonist peptides designed to achieve “injectable-like performance.” These compounds use Metsera’s proprietary MOMENTUM oral peptide delivery platform to improve bioavailability and are still in early-stage clinical testing.

64. The fact that two of the world’s largest pharmaceutical companies were engaged in multi-billion-dollar transactions and antitrust litigation over the rights to develop a potentially viable oral GLP-1 medication reflects the extraordinary difficulty of achieving such a formulation. These events also portend that once such an oral delivery agent is ever developed, it will be proprietary and

the subject of intellectual property protection, underscoring the complete absence of efficacy of the snake oil “oral tirzepatide” being manufactured and sold by Defendants and their cohorts.

65. Also, Eli Lilly and Co. is developing *Orforglipron*, an investigational, once-daily oral GLP-1RA being studied for type 2 diabetes and obesity. Orforglipron remains under clinical investigation and is not approved for commercial use. According to Eli Lilly, the drug “is designed to help lower blood sugar and support weight loss,” and preliminary trial data have been positive, with additional results expected in the first quarter of 2026. **Eli Lilly’s need to develop a new molecule for oral administration confirms what the science already makes clear: if tirzepatide could simply be placed in a pill and taken orally, there would be no reason for Lilly to pursue Orforglipron at all.**

66. The collective efforts of Pfizer, Novo Nordisk, Eli Lilly, and Metsera demonstrate that oral GLP-1 delivery is a frontier problem requiring novel chemistry and specialized delivery systems. Put simply, such a result cannot be achieved merely by placing the active ingredient together with inert supplements and pressing it into tablets—as Defendant Foothills Pharmacy did—a fact universally reflected in the scientific literature and in the billions invested by legitimate manufacturers.

67. In addition to lacking any demonstrated efficacy, the safety of Defendants’ oral tirzepatide product is likewise called into question, as it lacks the clinical testing and evaluation necessary to determine whether ingesting it poses acute or long-term health risks. By manufacturing, marketing, and selling tirzepatide that is ingested by consumers, Defendants—through their reckless and conspiratorial conduct—expose consumers to physiological unknowns. These are precisely the risks that established regulatory safeguards exist to prevent, and Defendants’ decision to bypass them endangers consumers and underscores the unlawful nature of their scheme.

68. As repeatedly recognized by Eli Lilly and Co., the patent holder for tirzepatide (marketed as Mounjaro and Zepbound), “[n]o clinical study demonstrates that **any** oral formulation of tirzepatide is safe and effective for human use.” *Eli Lilly v. Willow Health Services, Inc.*, 25-cv-3570 (C.D. Cal.), Compl. ¶ 93. *See also Eli Lilly v. AIOS Inc.*, 25-cv-03535 (N.D. Cal.), Compl. ¶¶ 5, 98, 99 (“Lilly’s clinical trials did not evaluate oral tirzepatide.” “Lilly’s studies did not assess the effectiveness of any oral tirzepatide...” “[Defendant] has no basis to claim that its oral tirzepatide will have any impact on ... any weight loss—since [Defendant] has no evidence that **any** of the purported tirzepatide in its tablets will reach the bloodstream.”); *Eli Lilly & Co. v. Adonis Health, Inc.*, No. 25-cv-03536-JST (N.D. Cal.), Compl. ¶¶ 5, 29 (“No clinical study suggests tirzepatide taken

orally is safe and effective.” “FDA has not approved, and Lilly does not sell, any tirzepatide product in oral form.”); *Eli Lilly v. Empower Clinic Services, LLC*, 25-cv-02183 (D. N.J.), Compl. ¶ 2 (“Lilly’s tirzepatide medicines are tested and approved for under-the-skin injections only—not in any oral form.”); *Eli Lilly v. Willow Health Services, Inc.*, 25-cv-3570 (C.D. Cal.), Compl. ¶ 98 (“Lilly’s clinical testing ... studies have no relevance to an oral drop.”).

B. Defendants Are Fraudulently Marketing, Producing, and Selling “Oral Tirzepatide”

69. Despite the foregoing, and that it is snake oil, Defendants have embarked on a scheme to sell “oral tirzepatide” to thousands of deceived, unsuspecting consumers. Defendants have been actively marketing, selling and supplying oral tirzepatide directly to consumers.

1. Foothills Pharmacy’s Misrepresentations

70. With respect to its weight-loss business, Foothills Pharmacy publicly claims that it provides “safe, effective” formulations designed to support “**evidence-based** weight management programs.”⁹⁵

71. Foothills Pharmacy further represents that, through its fulfillment system, its goal is to help practices provide “comprehensive weight management

⁹⁵ *Weight Loss and Metabolic Health*, Foothills Pharmacy, <https://foothillsparmacy.com/specialities/weight-loss/> (last visited Jan. 15, 2026) (emphasis added).

solutions” that are “as efficient as they are **effective**,”⁹⁶ and that it “ensur[es] every formulation is **effective**, safe, and tailored.”⁹⁷

72. Speaking to prospective GLP-1 telehealth “brands,” Foothills invites coordinated participation in consumer-facing sales programs by signaling its readiness to embed its compounding and fulfillment operations within third-party marketing schemes, stating: “Your brand deserves to stand out. We offer fully customized packaging solutions, bottles, labels, boxes, sleeves, and inserts, all designed to carry your branding from start to finish.”⁹⁸

73. Foothills Pharmacy dispenses its purported “oral tirzepatide” in standard prescription packaging with conventional pharmacy labeling and dosing instructions printed directly on the bottle. The labeling identifies Foothills as the dispensing pharmacy and otherwise mirrors the appearance of a legitimate prescription medication. Nothing on the packaging discloses that the product is incapable of delivering therapeutic benefit. Instead, the presentation conveys that Foothills has dispensed a lawful, effective prescription drug for weight loss pursuant to legitimate medical judgment.

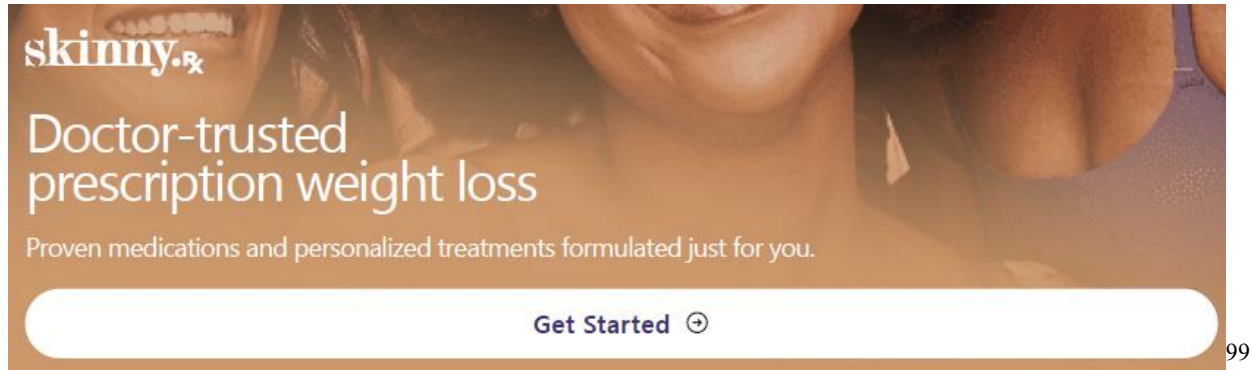
⁹⁶ *Id.* (emphasis added).

⁹⁷ *Telemedicine*, Foothills Pharmacy, <https://foothillsparmacy.com/telemedicine/> (last visited Jan. 15, 2026) (emphasis added).

⁹⁸ *Id.*

2. *SkinnyRx.com and Dr. Zalzala's Misrepresentations*

74. *Skinnyrx.com* (or “SkinnyRx”) prominently states that it provides “Doctor-trusted prescription weight loss” with “Proven medications”:



75. SkinnyRx’s homepage prominently offers visitors: “*Obesity medication delivered overnight.*” Via a button labeled “*Get Started,*” a consumer can initiate the intake process, which consumers are told “takes no more than five minutes.”¹⁰⁰ The page further represents that SkinnyRx is offering (with all corresponding “Get started” buttons going to the same intake form):

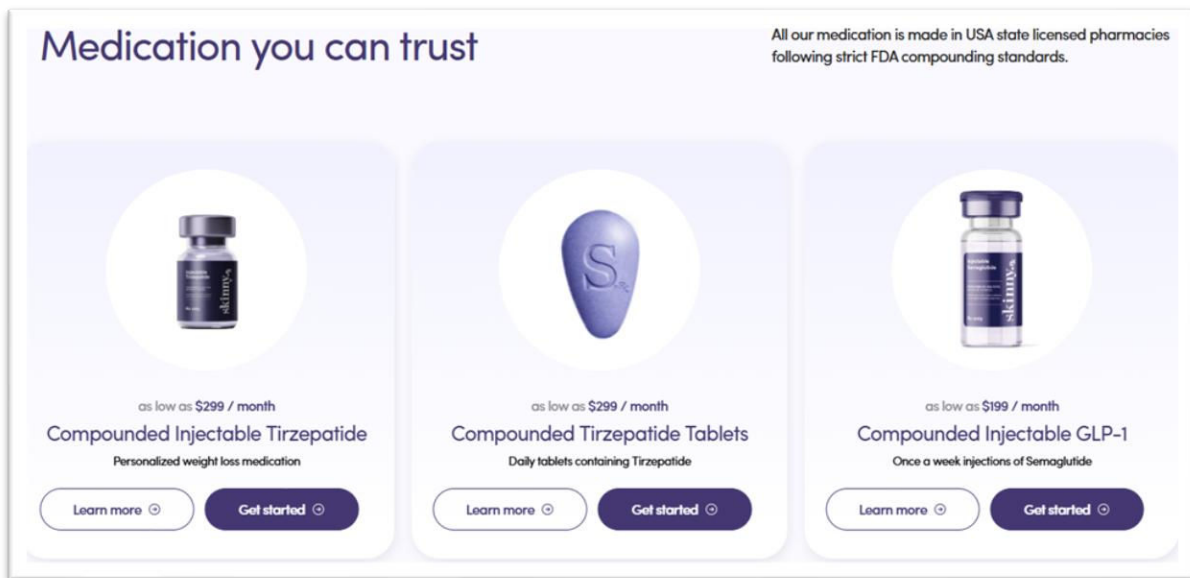
- a. “Medication you can trust,”
- b. “A weight loss solution built for you,”
- c. “**Evidence-based** components,”
- d. “Expert care, personalized for your body,”
- e. “It's not magic, it's **metabolic science,**”

⁹⁹ SkinnyRx, *Sign-In Portal* (hosted at portal.thinly.com), <https://portal.thinly.com/sign-in> (last visited Jan. 15, 2026).

¹⁰⁰ SkinnyRx, *Home*, <https://skinnyrx.com/> (last visited Jan. 15, 2026).

- f. “SkinnyRx is your partner in achieving sustainable, effective weight loss,”
- g. “Lose up to 14.9% of your body weight in 3 easy steps,” and
- h. “Our personalized weight loss plans have been designed with clinically supported ingredients to help people lose an average of 15-20% of their body weight.”

76. Throughout the *skinnyrx.com* homepage, Defendants market their compounded “oral tirzepatide” pills, side by side with injectables.¹⁰¹



77. Likewise, clicking on the “Weight Loss” tab at the top of the *skinnyrx.com* home page, provides a list of treatments, including “Tirzepatide Tablets.”

¹⁰¹ *Id.*

78. Accessed through that “Weight Loss” link or other pathways, Defendants also advertise, market and offer for sale “Compounded Tirzepatide Tablets” using a dedicated product page on the SkinnyRx website: <https://skinnyrx.com/products/tirzepatide-tablets>.¹⁰² The page represents that the product is “in stock.”¹⁰³

79. The SkinnyRx website advertises specific outcomes and commercial terms associated with its tirzepatide tablets, including express claims that patients can “**Lose up to 10 lbs your first month,**” that the product is “**Trusted by 50,000+ weight loss patients,**” and that it is available for “as low as \$299/mo,” with “free overnight shipping on all orders.”¹⁰⁴

80. The page further represents that its tirzepatide tablets are a “sublingual form” of a “dual-action medication” that targets both GLP-1 and GIP receptors. According to the website, this dual pathway “makes tirzepatide different from standard GLP-1 medications,” and purportedly helps “reduce appetite, improve insulin sensitivity, and support more significant weight loss,” particularly for patients who have not seen “strong results with GLP-1–only treatments.” The

¹⁰² SkinnyRx, *Tirzepatide Tablets*, <https://skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

¹⁰³ *Id.*

¹⁰⁴ *Id.* (emphasis added).

tablets are described as being taken “daily under the tongue” and as offering a “needle-free option” that is “designed with clinically supported ingredients.”¹⁰⁵

81. Also, with respect to efficacy and safety, *skinnyrx.com*'s oral tirzepatide page represents that “when prescribed and monitored by a licensed provider, tirzepatide is safe and effective.” The page states that while the “sublingual version is not yet FDA-approved,” it is “compounded in U.S. pharmacies that meet strict quality and safety standards.”¹⁰⁶ These statements about FDA approval, like the other statements, are misleading. By framing the absence of FDA approval as a temporary or regulatory status—rather than as a consequence of fundamental scientific limitations—the representation implies that an effective oral tirzepatide formulation is feasible and merely awaiting approval. In reality, the disclosure omits the critical facts that no clinically effective oral formulation of tirzepatide exists; that the drug's molecular properties render oral absorption ineffective absent specialized delivery mechanisms; and that no such delivery mechanism exists for oral tirzepatide. Merely stating that the product is not “yet” FDA-approved therefore fails to disclose that the product being marketed and sold is scientifically incapable of delivering the represented benefit, the very reason

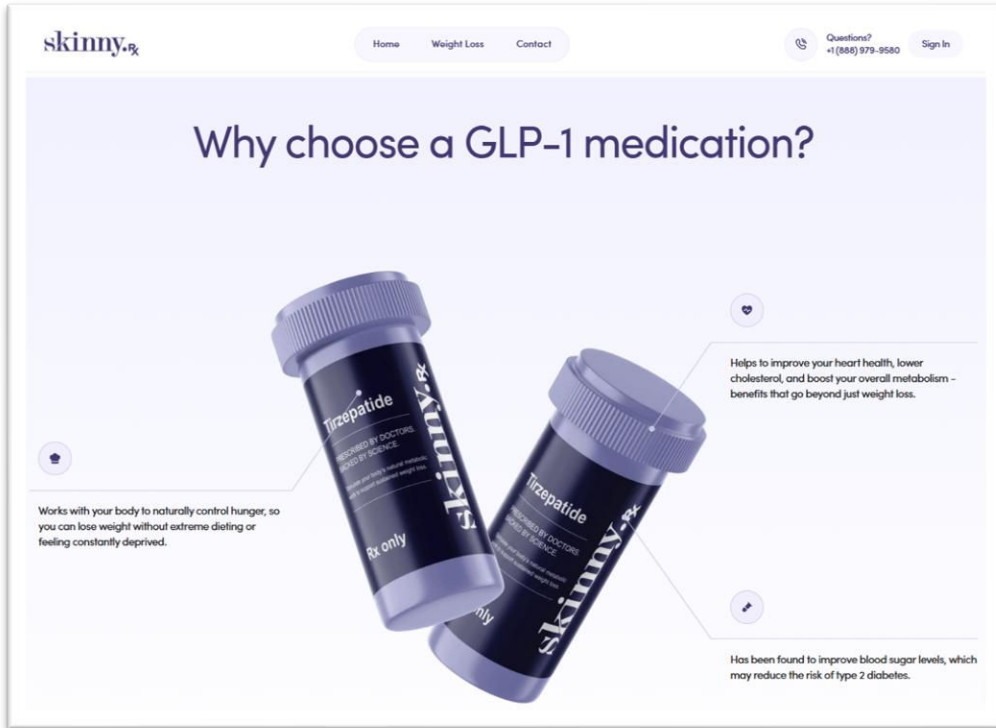
¹⁰⁵ *Id.*

¹⁰⁶ *Id.*

why consumers pay hundreds of dollars for it, and may also expose consumers to unnecessary safety risks.

82. Defendants further make false representations about the oral tirzepatide tablets by using the same language they use to market the compounded *injectable* tirzepatide. As depicted in the following two screenshots. On the SkinnyRx website, both products are described by using identical claims, including that the medication “works with your body to naturally control hunger,” “helps to improve your heart health, lower cholesterol, and boost your overall metabolism—benefits that go beyond just weight loss,” and “has been found to improve blood sugar levels, which may reduce the risk of type 2 diabetes.”¹⁰⁷ By using the same representations for both injectable and oral formulations, the site markets the two products as functionally equivalent.

¹⁰⁷ *Id.*; SkinnyRx, *Compounded Injectable Tirzepatide*, <https://www.skinnyrx.com/products/tirzepatide-injectable> (last visited Jan. 15, 2026).



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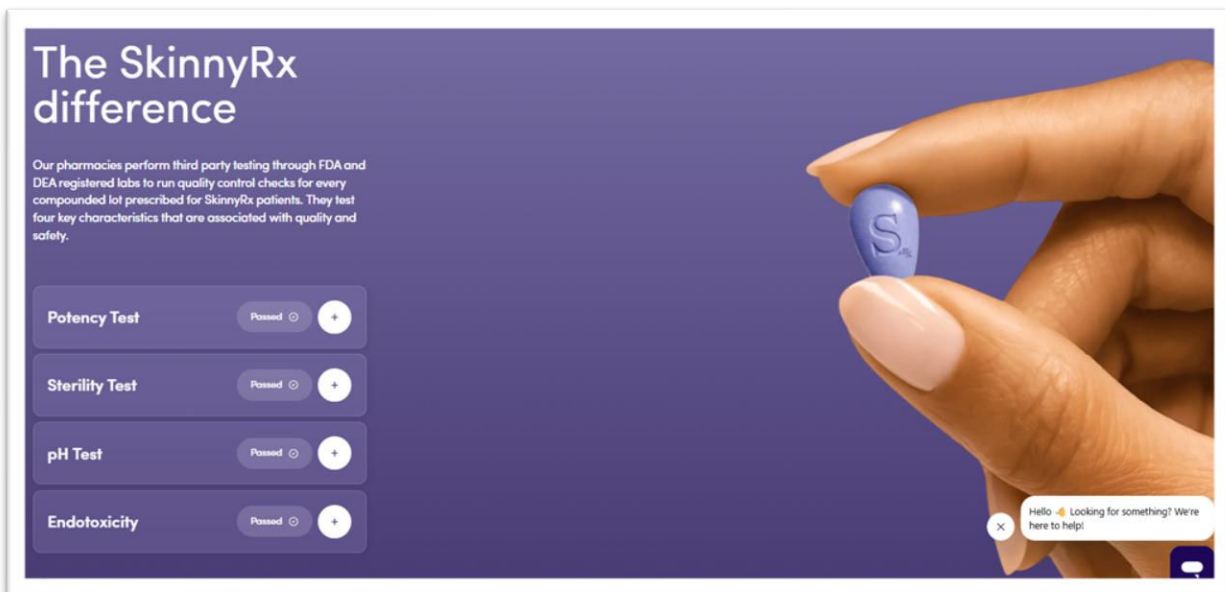


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¹⁰⁸ SkinnyRx, *Tirzepatide Tablets*, <https://skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

¹⁰⁹ SkinnyRx, *Compounded Injectable Tirzepatide*, <https://www.skinnyrx.com/products/tirzepatide-injectable> (last visited Jan. 15, 2026).

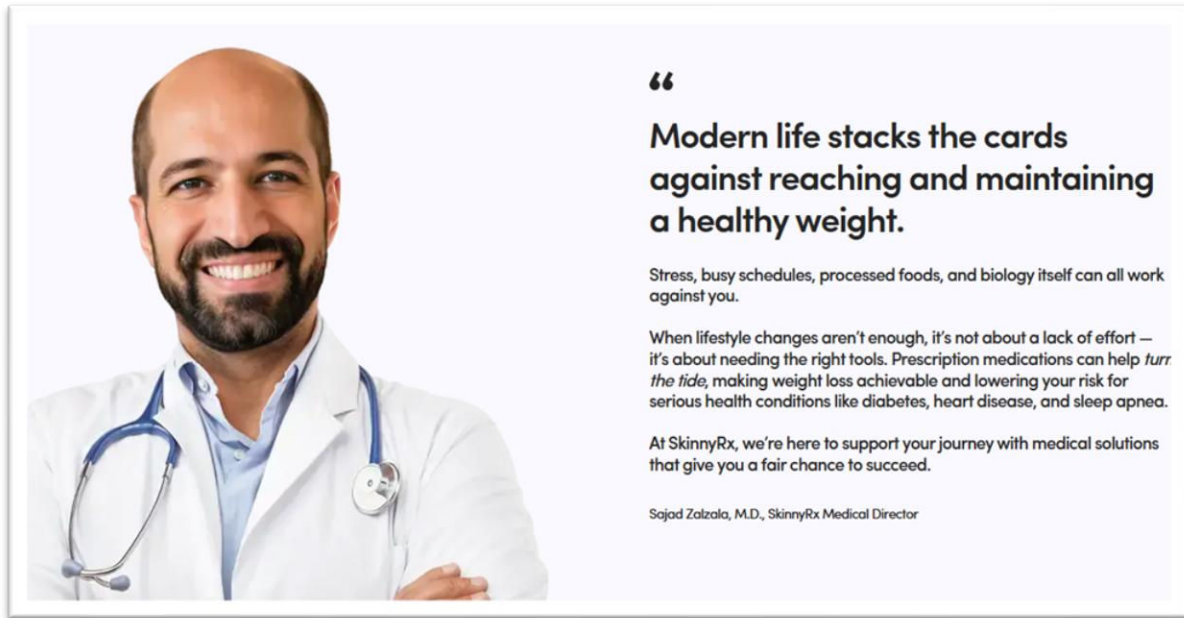
83. Furthering the scheme, the SkinnyRx oral tirzepatide product page represents that Defendant Foothills Pharmacy conducts “third party testing” through “FDA and DEA registered labs” for every compounded lot prescribed, including tests for potency, sterility, pH, and endotoxins, all of which are displayed on the page as having “passed.”¹¹⁰



84. The oral tirzepatide product page also includes a testimonial attributed to Defendant Dr. Zalzala, displayed alongside his headshot identifying him as “SkinnyRx Medical Director.” In that testimonial, Dr. Zalzala represents that weight gain and obesity are driven by structural and biological factors beyond individual effort, that lifestyle changes alone are often insufficient, and that

¹¹⁰ SkinnyRx, *Tirzepatide Tablets*, <https://skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

prescription medications are an appropriate and effective tool for achieving weight loss and reducing the risk of serious health conditions. The testimonial appears in direct connection with the marketing of oral tirzepatide and refers to SkinnyRx providing consumers “**medical solutions.**”¹¹¹



85. In addition to the website, consumers are inundated with advertisements from SkinnyRx and its co-conspirators on social media, that tout Defendants' oral tirzepatide as a revolutionary breakthrough in weight-loss treatment. These advertisements state:

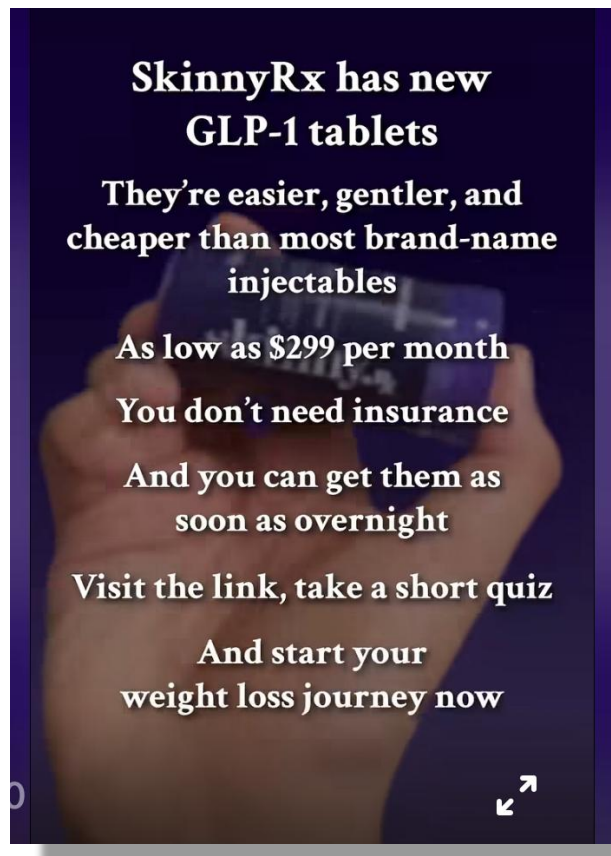
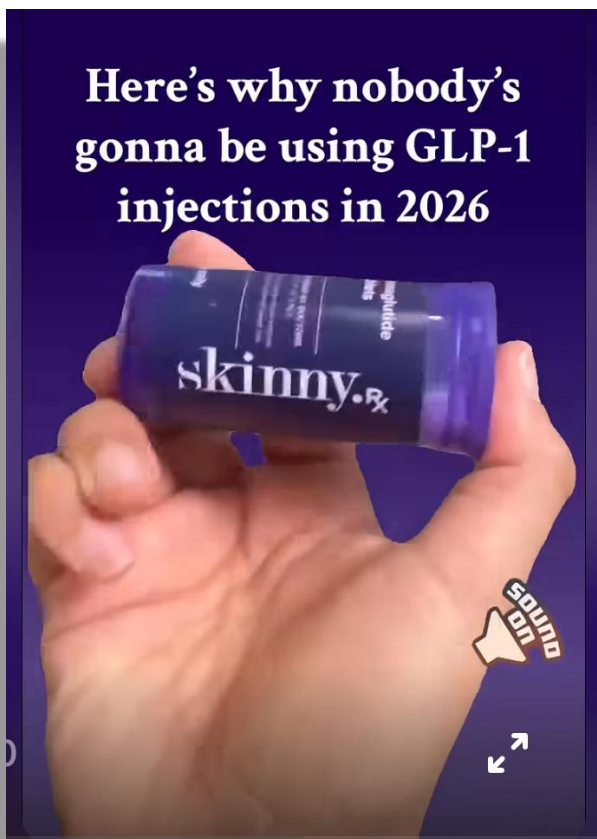
- a. “Backed By Science,”
- b. “The real ‘*magic* weight loss pill,’”
- c. “The *fastest* and *easiest* way to lose weight,”

¹¹¹ *Id.* (emphasis added).

- d. “No needles. All the benefits,” and
- e. “No needles. No clinics. Just real results”

The advertisements are plainly representing the oral tirzepatide as a substitute for injectable therapy with all of the same benefits and none of the burdens.

86. The advertisements further rely on launch-style language such as “INTRODUCING” and “now” and “new,” framing the product as a newly available and novel medical development, falsely conveying oral tirzepatide as a legitimate medical alternative to injections:



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¹¹² *FaceBook Advertisement for SkinnyRx Compounded Oral Tirzepatide, screenshots dated Jan. 16, 2026 (on file with counsel).*

Tirzepatide tablets

the *fastest and easiest* way to lose weight

As low as **\$299**/mo

skinny_{rx} | affirm

skinny_{rx} users report losing up to **10 lbs in 1 month***

Learn more >

Tirzepatide from SkinnyRx—fully online and ...

skinny_{rx} INTRODUCING TIRZEPATIDE TABLETS

The real "magic weight loss pill"

As low as **\$299**/mo

skinny_{rx} | affirm

skinny_{rx} users report losing up to **10 lbs in 1 month***

Learn more >

Tirzepatide from SkinnyRx—fully online and ...

GLP-1 weight loss. Without needles.

lose up to **14.9%** of body weight*

0 Hidden fees with upfront pricing

Lose up to 10 lbs your first month*

skinny_{rx} | affirm

skinny_{rx} results may vary based on starting weight, lifestyle, diet, and exercise choices.

Learn more >

INTRODUCING... Tirzepatide Tablets ...

Sponsored

Finally, a GLP-1 worth the hype

No needles. No nausea. Just results.

TIRZEPATIDE TABLETS

The GLP-1 for discerning women

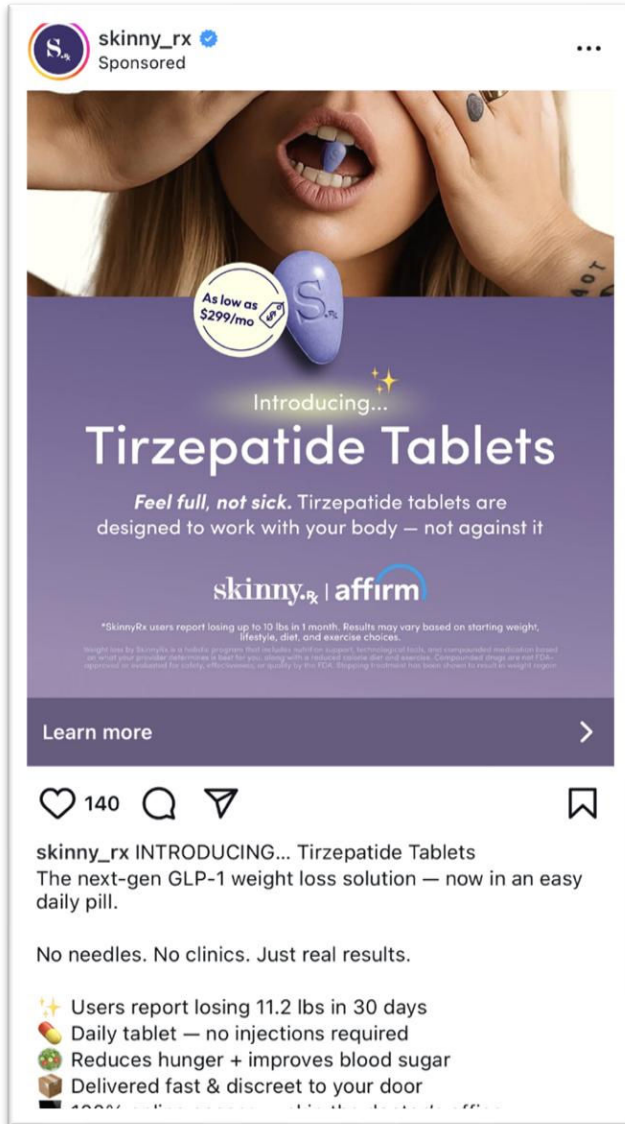
As low as **\$299**/mo

skinny_{rx} | affirm AVAILABLE

skinny_{rx} | SkinnyRx.com

Learn more >

INTRODUCING... Tirzepatide Tablets ...



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¹¹³ *Instagram Advertisements for SkinnyRx Compounded Oral Tirzepatide*, screenshots dated Jan. 24, 2026 (on file with counsel).

¹¹⁴ *Instagram Advertisement for SkinnyRx Compounded Oral Tirzepatide*, screenshot dated Nov. 24, 2025 (on file with counsel).

¹¹⁵ *Instagram Advertisement for SkinnyRx Compounded Oral Tirzepatide*, screenshot dated Jan. 16, 2026 (on file with counsel)

<https://www.instagram.com/p/DTgPxefgNKq/?igsh=cjJzczlmazV3emN4>.

skinnyrx.com

Great For:

✓ Sleep Apnea ✓ Insulin Resistance ✓ Metabolic

One easy tablet.
No needles.
All the benefits



- **Gentler Digestion**
Slows rate at which food leaves the stomach
- **Regulates Blood Sugar**
Helps cells respond better to insulin
- **Preserved Muscle Mass**
Weight loss tends to be more from fat than muscle
- **Improved Lipid Profile**
Better cholesterol and triglyceride levels
- **Enhanced Fat Burning**
Promotes better fat metabolism
- **Reduced Food Cravings**
Particularly for high-calorie, high-fat foods

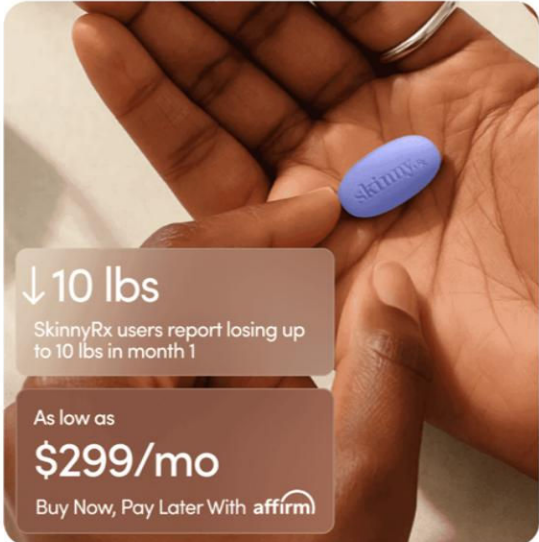
skinnyrx.com

SKINNY.Rx

Over **50,000+** weight loss patients

**Introducing Tirzepatide,
the comfortable GLP-1
choice**

An easy, once a day tablet for weight loss



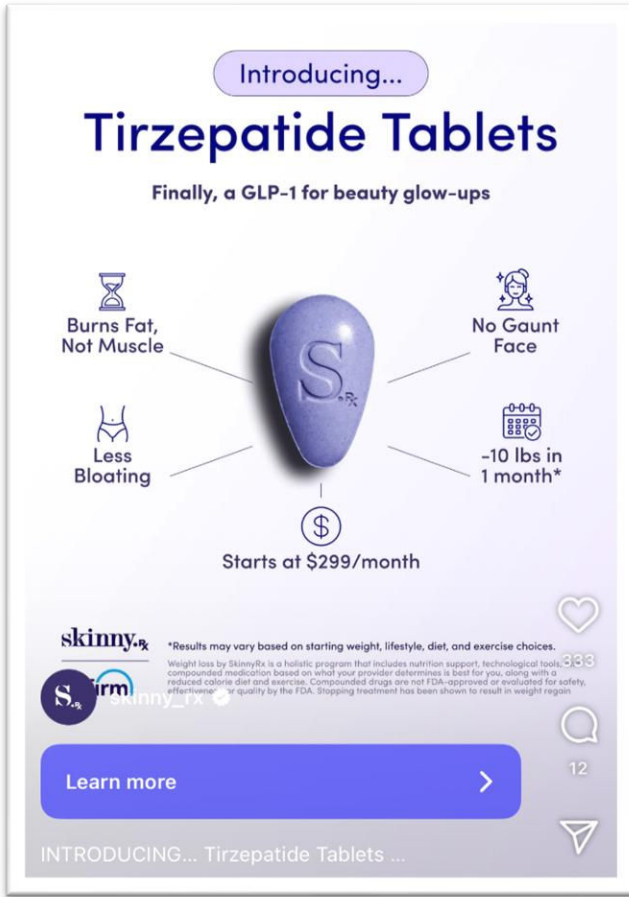
↓ **10 lbs**
SkinnyRx users report losing up to 10 lbs in month 1

As low as
\$299/mo
Buy Now, Pay Later With **affirm**

- 📍 Treatments as low as \$299/mo
- 🏆 SkinnyRx users report losing up to 10 lbs in month 1*
- 📦 All medication shipped from licensed USA

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¹¹⁶ *Instagram Advertisements for SkinnyRx Compounded Oral Tirzepatide, screenshots dated Jan. 10, 2026 (on file with counsel).*



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87. The misrepresentations continue throughout the intake process each prospective consumer takes via the websites. The SkinnyRx intake process consists of a brief questionnaire requesting general, self-reported information regarding height, weight, and medical history. Then, the consumer is presented with the option to select the specific medication to be prescribed.¹¹⁸ When “Tirzepatide Tablets” is selected, the option expands to state: “Experience the power of


¹¹⁷ *Instagram Advertisement for SkinnyRx Compounded Oral Tirzepatide*, screenshot dated Nov. 15, 2025 (on file with counsel).




¹¹⁸ *SkinnyRx, Patient Intake Quiz (Oral Tirzepatide)*, <https://intake.skinnyrx.com/quiz/12000> (last visited Jan. 16, 2026).


Tirzepatide — the same active ingredient found in Mounjaro® & Zepbound® —
now in easy-to-take RDT tablets at a fraction of the cost.”




Here are the treatment options available in your state.

All our medications are shipped from a licensed 503A compounding pharmacy in compliance with FDA Section 503A.

Tablet Versions Buy Now, Pay Later 

- Tirzepatide Tablets**  
- Semaglutide Tablets** 

Needle Versions Buy Now, Pay Later 

- Compounded Semaglutide** 
- Compounded Tirzepatide**  

Tirzepatide Tablets New

As low as **\$299** Per Month

In Stock Tablets Rx FSA/HSA eligible

Experience the power of Tirzepatide — the same active ingredient found in Mounjaro® & Zepbound® — now in easy-to-take RDT tablets at a fraction of the cost. All customers also receive free expedited shipping.

Details +

Active Ingredients +

Why Tirzepatide Tablets? +

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88. On the same page, under the heading “Why Tirzepatide Tablets?”, consumers are told:

Oral Tirzepatide offers a modern, convenient alternative to traditional injectable treatments, designed to simplify your weight loss and metabolic health journey.

1. *Convenience*: For individuals who prefer to avoid injections, oral Tirzepatide provides a needle-free, once-daily solution that easily integrates into everyday routines.
2. *Accessibility*: The simplicity of oral dosing can support better consistency and adherence, making it easier for patients to stay on track with their treatment plan.
3. *Efficacy*: Tirzepatide is a next-generation medication known for its effectiveness in weight management and blood sugar

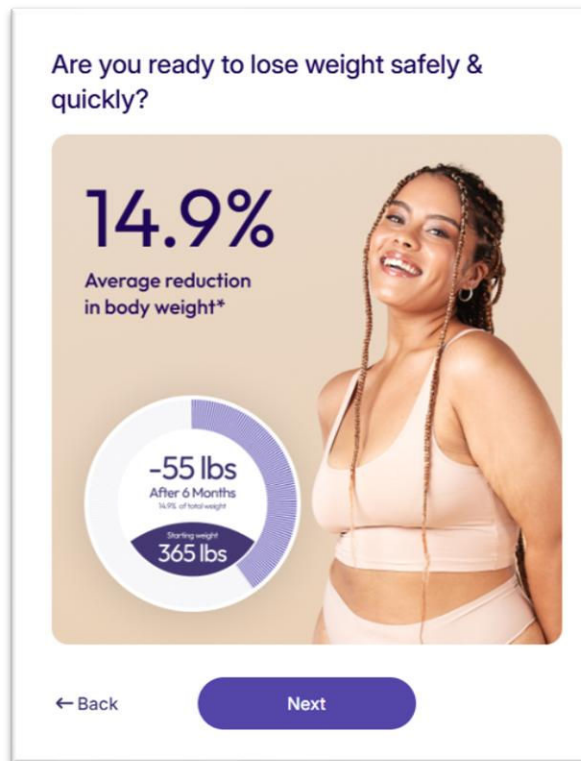
¹¹⁹ *Id.*

control. While injectable forms are well-studied, **oral tirzepatide represents an exciting advancement**, with ongoing studies continuing to validate its long-term benefits.

4. *Flexibility*: Depending on the formulation, Tirzepatide tablets may be taken with or without food, allowing for a more flexible lifestyle and dosing schedule.

Tirzepatide tablets represent a breakthrough in weight loss and metabolic health management. Our team is here to guide and support you through every step of your journey.¹²⁰

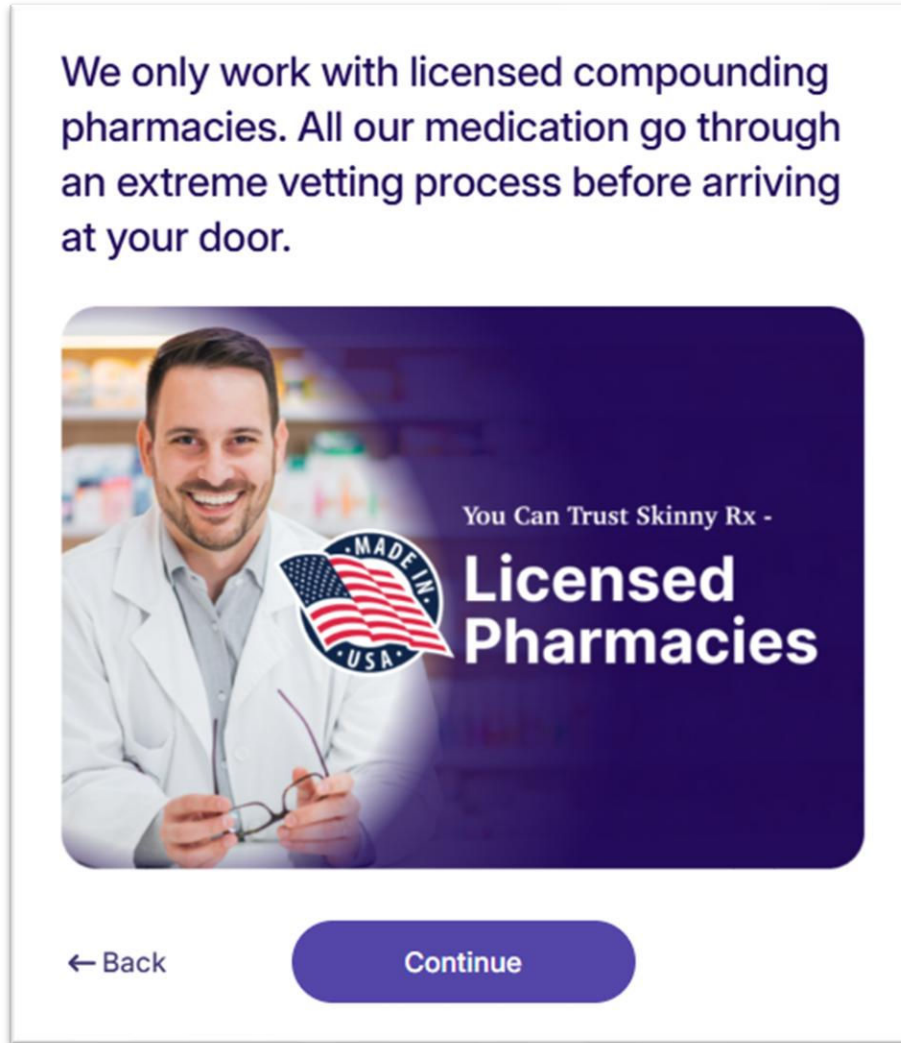
89. The intake flow then displays testimonials purporting to depict real patients achieving transformative results.¹²¹



¹²⁰ *Id.* (emphasis added).

¹²¹ *Id.*

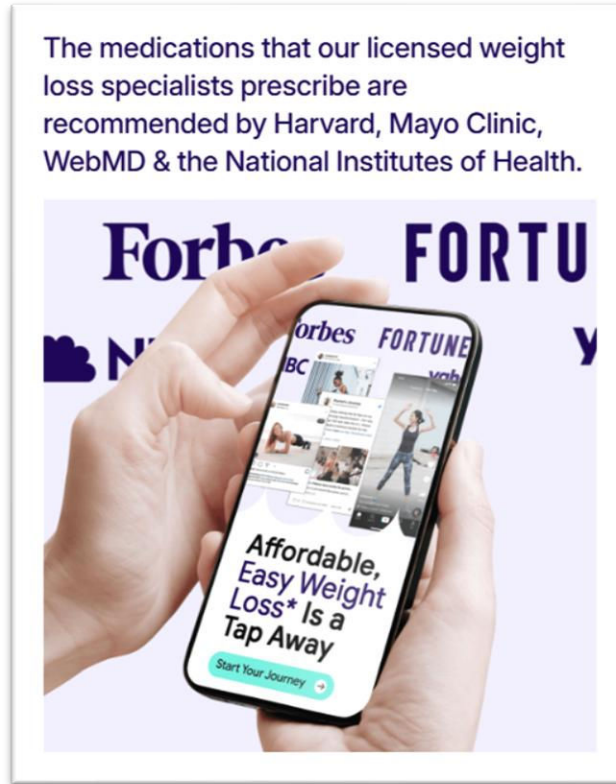
90. Consumers are told that their oral tirzepatide goes “through an extreme vetting process before arriving at your door.”¹²²



91. Elsewhere in the same flow, it is represented that “[t]he medications that our licensed weight loss specialists prescribe are recommended by Harvard, Mayo Clinic, WebMD & the National Institutes of Health.”¹²³

¹²² *Id.*

¹²³ *Id.*



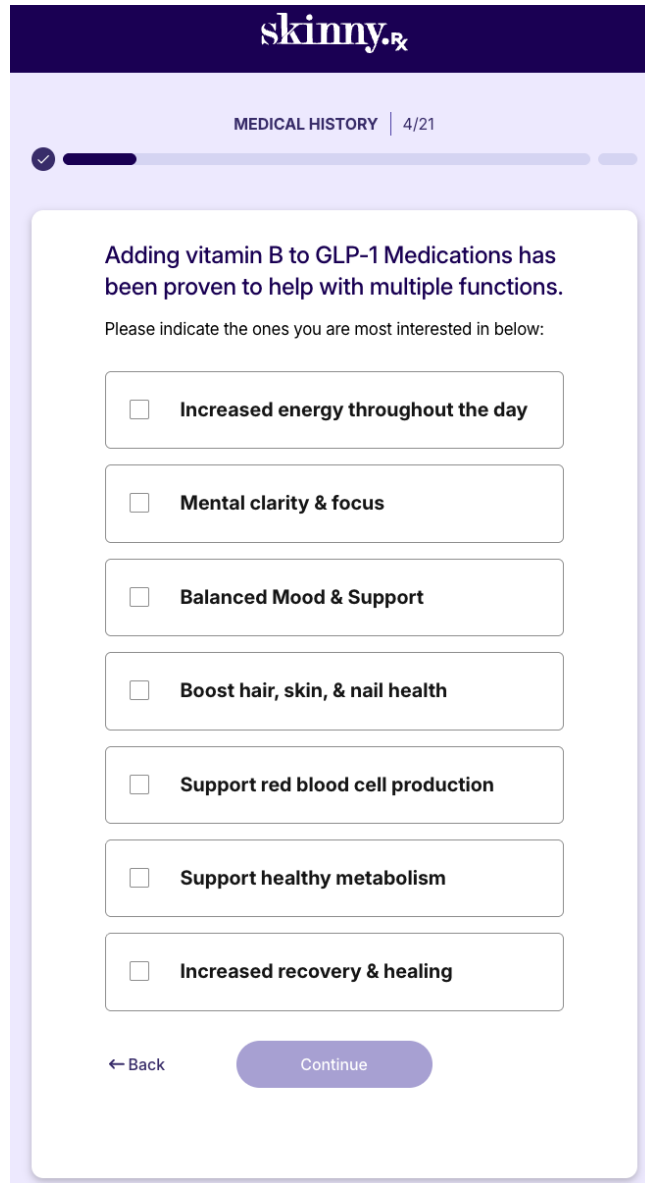
92. Prospective consumers are then presented with a mandatory screen asking them to “select any symptoms you have experienced recently.”¹²⁴ The page states: “**Our version** of GLP-1s contains an additive that helps alleviate the following symptoms,” followed by a list of broad, non-specific complaints.¹²⁵ Consumers *cannot* proceed to the next step unless at least one symptom is selected.

93. Regardless of which symptom—or symptoms—a consumer selects, the next screen is always identical. That screen states: “**Adding vitamin B to**

¹²⁴ *Id.*

¹²⁵ Fatigue, nausea, gastrointestinal discomfort, low energy, brain fog, mood changes, trouble sleeping, headaches, muscle soreness, tingling or numbness, or “other.”

GLP-1 Medications has been proven to help with multiple functions,” and requires the consumer to select desired benefits such as increased energy, mental clarity, balanced mood, metabolic support, and improved recovery. Again, consumers cannot proceed unless at least one option is selected.¹²⁶



¹²⁶ SkinnyRx, *Patient Intake Quiz (Oral Tirzepatide)*, <https://intake.skinnyrx.com/quiz/12000> (last visited Jan. 16, 2026).

94. The foregoing intake sequence (¶¶ 92-93) is likely an attempt to falsely manufacture an appearance of “personalization,” when none exists:

- a. Consumers select at least one generic “symptom” and at least one purported “benefit” before proceeding, yet those selections have no effect on the formulation prescribed, the dosage provided, or the intake pathway that follows. Every consumer—regardless of the choices made—is routed to the same vitamin-supplemented formulation and the same sales flow. The exercise does not reflect individualized clinical judgment or patient-specific compounding; it exists solely to create a post-hoc, manufactured appearance of “personalization,” when in fact the product is mass-produced, as there is no tailoring to the needs of an individual patient.
- b. With respect to oral tirzepatide, Defendants’ claims, marketing, advertising, and arguments about providing “personalized” oral tirzepatide, such as a vitamin-supplemented formula of oral tirzepatide, or oral tirzepatide pills that were purportedly tailored to the needs of an individual patient, are all false and intentionally misleading. First, making such claims about oral tirzepatide serves to further Defendants’ false messages to consumers that oral tirzepatide is effective and that it is the equivalent of compounded versions of


FDA approved GLP-1s—when oral tirzepatide is unequivocally not an equivalent, as alleged herein. Second, there is no indication that any individualized clinical judgment or patient-specific tailoring or compounding occurred with respect to Plaintiff’s oral tirzepatide prescription or other class members’, and even assuming some vitamin-supplemented formula of oral tirzepatide was marketed, sold, and sent to customers, that does not constitute a “personalized” compounded drug.


95. At checkout, consumers are told that they receive “UNLIMITED doctor visits 7 days a week,” and are prompted to “Choose Your Medication To Get Started TODAY,” presenting consumers with another opportunity to select whichever treatment they wish to receive, including the oral tirzepatide.¹²⁷

¹²⁷ *Id.*

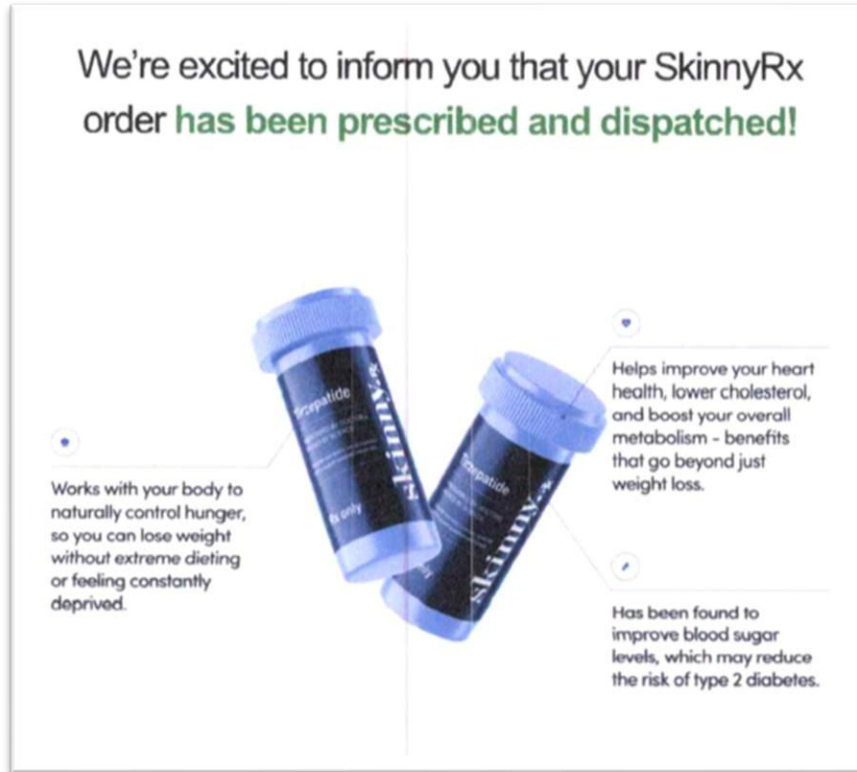
**Choose Your Medication
To Get Started TODAY.**

- ✓ **UNLIMITED** doctor visits 7 days a week
- ✓ **Prescribed & shipped within 48 HOURS**
- ✓ **Cost of medicine INCLUDED** in price
- ✓ **Price remains THE SAME** at all doses
- ✓ **No contracts, cancel ANYTIME**

 **Injectable Tirzepatide** ● In-stock
Same active ingredient
as Mounjaro® and Zepbound®.
As low as \$299/mo

 **Tirzepatide Tablets** ● In-stock
Same active ingredient
as Mounjaro® and Zepbound®.
As low as \$299/mo

96. After an order is placed, consumers receive a confirmation email stating that the product “has been prescribed and dispatched.” The email displays images of standard pharmacy-style prescription bottles and repeats the same efficacy-related language used on the oral tirzepatide product page, including claims that the product “works with your body to naturally control hunger,” “helps improve heart health, lower cholesterol, and boost overall metabolism,” and “has been found to improve blood sugar levels.”



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3. ***Other Foothills- and Avocado-Affiliated Websites Are Substantially Similar***

97. Although operating under different names—such as “SkinnyRx,”¹²⁹ “Sprout,”¹³⁰ “Oana,”¹³¹ among others—these sites are substantially similar to one another in content, marketing, and consumer intake, including specifically the marketing and sale of oral tirzepatide:

¹²⁸ Screenshot of Order Dispatch Confirmation email dated December 23, 2025.

¹²⁹ SkinnyRx, *Tirzepatide Tablets*, <https://skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

¹³⁰ Sprout, *Tirzepatide Tablets*, <https://joinsprouthealth.com/tirzepatide-pills/> (last visited Jan. 15, 2026).

¹³¹ Oana, *Tirzepatide Tablets*, <https://weightloss.oanahealth.com/> (last visited Jan. 15, 2026).

Oana



SkinnyRx



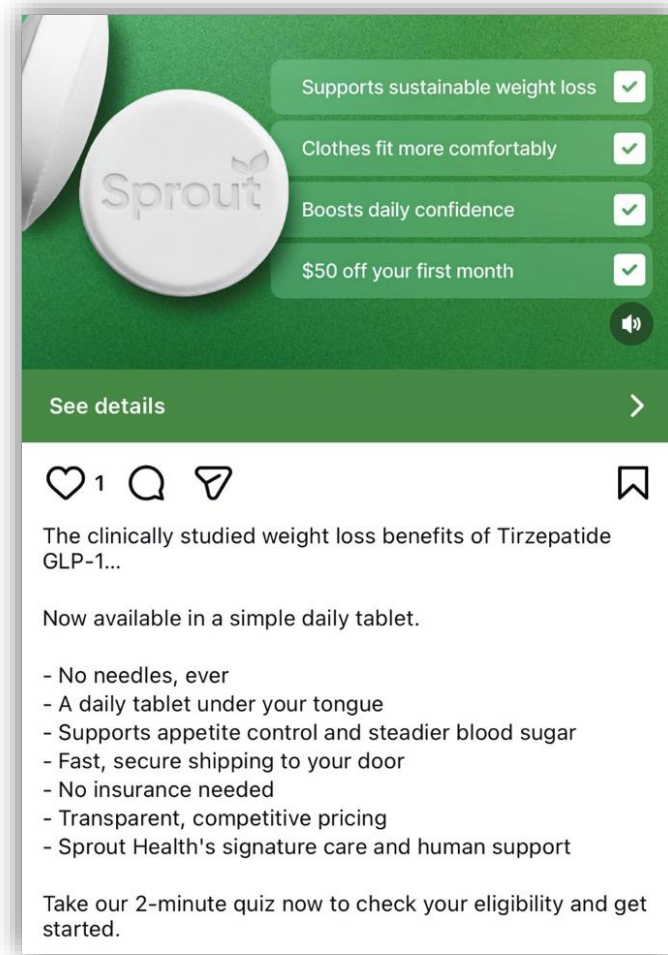
Sprout

Sprout Health Sponsored

HELLO, BEAUTIFUL

Tirzepatide GLP-1 tablets now available

- Supports sustainable weight loss ✓
- Clothes fit more comfortably ✓
- Boosts daily confidence ✓
- \$50 off your first month ✓

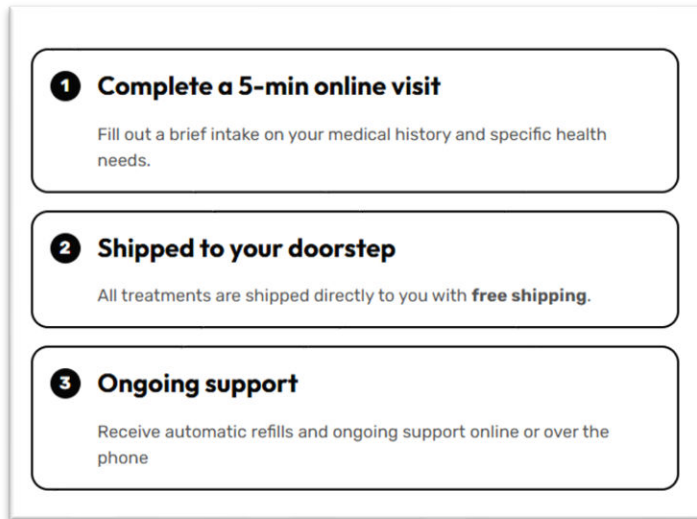


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98. Each follows a similar layout and marketing script. Each displays (or has displayed) oral tirzepatide on its website. Each claims to offer affordable, science-backed, doctor-supervised GLP-1 weight-loss programs, and each directs consumers through the same three-step process: (1) complete a short questionnaire, (2) “meet” with a provider, and (3) receive medication shipped to their home.

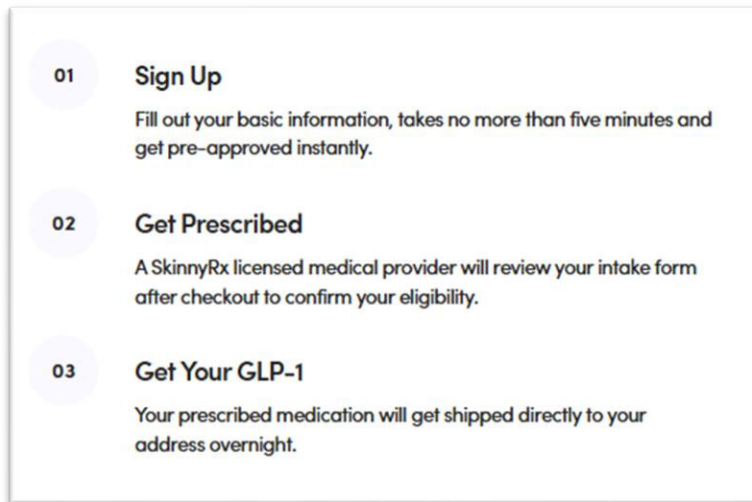
¹³² *Instagram Advertisement for Sprout Compounded Oral Tirzepatide*, screenshot dated Jan. 13, 2026 (on file with counsel).

Oana



133

SkinnyRx



134

99. As alleged *supra*, many of these websites have no identifiable corporate officers, addresses, or professional licenses. Several appear to share hosting infrastructure, code templates, and stock photography.

¹³³ Oana Health, *Home*, <https://www.oanahealth.com/> (last visited Jan. 27, 2026).

¹³⁴ SkinnyRx, *Home*, <https://skinnyrx.com/> (last visited Jan. 27, 2026).

100. The similarity extends to the substance of their marketing materials. The FAQ language used to promote oral tirzepatide across multiple sites is identical, differing only in the name of the purported “brand”:

“At Oana, we don’t just prescribe you a medication and leave you to do the rest on your own. We provide personalized care, ongoing support, and a plan that fits your life. Our licensed providers tailor your treatment based on your health history and goals, and we adjust your dose as needed to keep things working as your body changes.”¹³⁵

“At SkinnyRx, we don’t just prescribe you a medication and leave you to do the rest on your own. We provide personalized care, ongoing support, and a plan that fits your life. Our licensed providers tailor your treatment based on your health history and goals, and we adjust your dose as needed to keep things working as your body changes.”¹³⁶

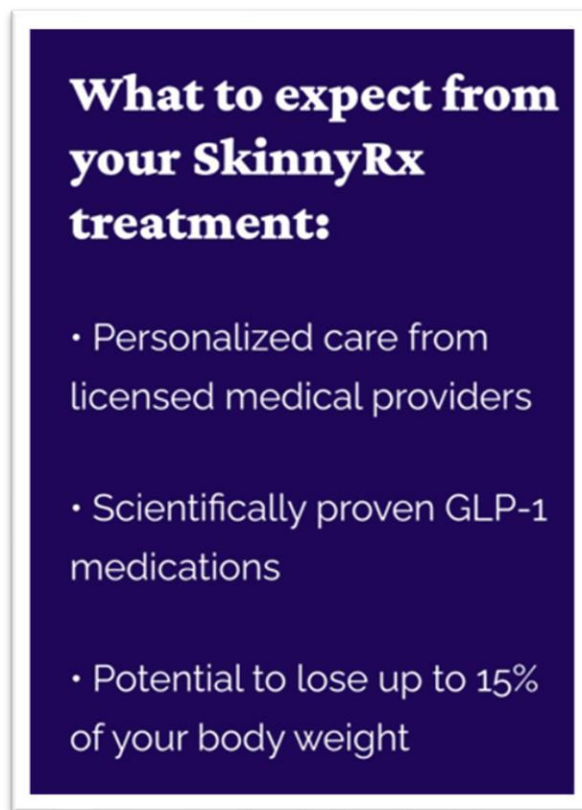
C. Plaintiff’s Experience

101. On or about October 1, 2025, Plaintiff purchased a three-month supply of “oral tirzepatide” tablets through the website *skinnyrx.com*, after completing the website questionnaire detailed above.

¹³⁵ Oana, *Tirzepatide Tablets*, <https://weightloss.oanahealth.com/> (last visited Jan. 15, 2026)

¹³⁶ SkinnyRx, *Tirzepatide Tablets*, <https://www.skinnyrx.com/products/tirzepatide-tablets> (last visited Jan. 15, 2026).

102. Plaintiff paid \$1,047.00 using her personal credit card. Plaintiff was issued order number 429720 and received an email confirmation from “support@skinnyrx.com” confirming the transaction. Plaintiff was not provided with an invoice or receipt identifying the legal business entity, billing entity, tax identification information, or other customary transactional details associated with the purchase.¹³⁷

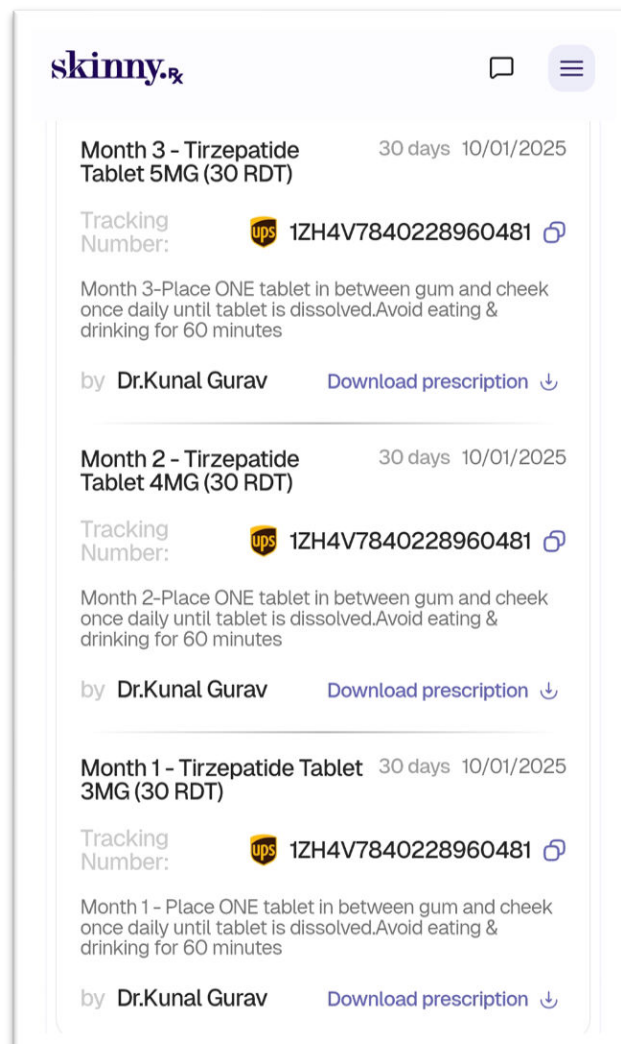


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¹³⁷ This appears to be consistent with the experience of other consumers, *see, e.g., Review by Debbie Baker* (Aug. 14, 2025), Trustpilot, <https://www.trustpilot.com/review/skinnyrx.com?page=3&stars=1> (last visited Jan. 15, 2026) (“I have been trying for over a week to get a receipt...”).

¹³⁸ Screenshot from confirmation email Plaintiff received from “hello@skinnyrx.com”, Oct. 1, 2025, at 12:16 a.m.

103. After placing her order and submitting payment, Plaintiff received electronic order and shipping information from the SkinnyRx platform reflecting that her purchase covered a three-month supply of oral tirzepatide. Although the platform displayed the order as three separate “monthly” prescriptions—each attributed to the same prescriber and dated October 1, 2025—the medication was shipped together as a single 90-day supply, reflecting a standardized regimen rather than any individualized, month-by-month dosing determination.



104. At no point before or after submitting payment did Plaintiff speak with, video-conference, or otherwise consult a licensed medical professional through any telehealth provider. Plaintiff never communicated with a “Dr. Kunal Gurav.”

105. As part of the online intake process, Plaintiff was asked only to provide general, self-reported information regarding her medical history, height, and weight through an online questionnaire.

106. Based on marketing and representations on the SkinnyRx website homepage, from targeted advertisements, and through the SkinnyRx intake process, discussed *supra*, Plaintiff believed that the product she purchased was a legitimate and clinically effective oral version of tirzepatide, comparable in therapeutic effect to FDA-approved injectable GLP-1 medications.

107. Plaintiff’s oral tirzepatide was dispatched from Arizona on October 3, 2025, via UPS.¹³⁹ Plaintiff received her medication on October 6, 2025, in packaging from Defendant Foothills Pharmacy, which was also identified on the pill bottle label as the dispensing pharmacy.

108. The prescribing physician identified on the label was Dr. Kunal Gurav.

¹³⁹ UPS Tracking # 1ZH4V7840239539890.

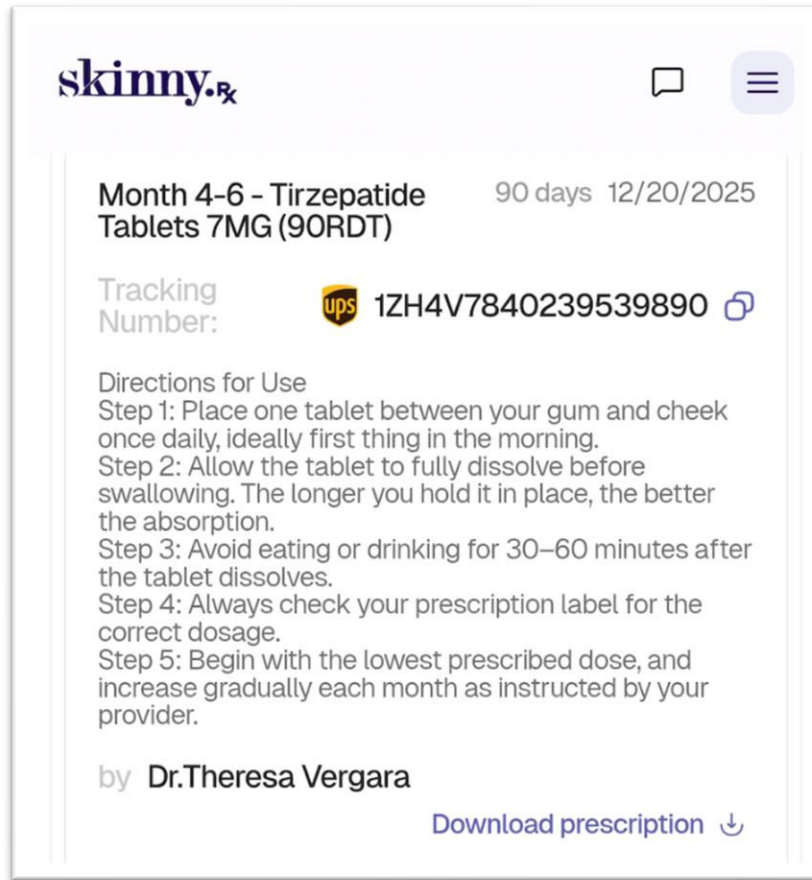
109. The oral tirzepatide Plaintiff received consisted, purportedly, of the active pharmaceutical ingredient (“API”) tirzepatide blended with other unidentified non-active and/or non-pharmaceutical ingredients, and did not include any absorption-enhancing mechanism necessary for effective oral delivery of this class of drug.

110. Plaintiff took the medication as directed for 70 days and did not lose weight.

111. Plaintiff was not contacted by any healthcare provider during the three-month course of treatment for any reason, including to assess progress, adjust dosing, or otherwise follow up on treatment efficacy.

112. After concluding that the medication was ineffective, Plaintiff discontinued use and intended to cancel her subscription before the end of the 90-day prescription period, which would have expired on January 4, 2026, in order to prevent additional charges for future shipments.

113. However, on December 20, 2024, Plaintiff’s credit card was charged an additional \$1,047 and a 90-day prescription, by a “Dr. Theresa Vergara,” was issued via an automatic renewal sent to Plaintiff via email.



114. Plaintiff contacted customer service at (888) 979-9580 that day, at approximately 11:25 a.m. (EST), and spoke with a representative identified as “Gary.” Plaintiff advised that she had not authorized a refill, that she had not received a medical consultation before any additional prescription was issued, and requested cancellation of the charge. The representative stated that he could not cancel the refill and that Plaintiff would need to speak with the “clinical team for processing.”

115. During that call, “Gary” offered Plaintiff a ten-percent discount on a prescription for injectable tirzepatide, without any medical consultation. Plaintiff refused the offer.

116. The customer service representative advised that a supervisor would contact Plaintiff on Monday, December 22, 2025, and requested Plaintiff’s availability. Plaintiff indicated availability at 11:00 a.m. The representative provided Plaintiff with a reference number for the call: 2540847.

117. Notwithstanding Plaintiff’s request to cancel the refill outright, “Gary” applied a ten-percent discount and resubmitted a charge for the remaining balance of \$942.30 to Plaintiff’s credit card.

118. No supervisor contacted Plaintiff at the scheduled December 22, 2025, 11:00 a.m. time or thereafter.

119. On December 23, 2025, at approximately 1:02 p.m., Plaintiff received an email from “support@skinnyrx.com” titled “Order Dispatch Confirmation #60763,” stating that her oral tirzepatide “has been prescribed and dispatched.” The email provided an “Order ID” of 60763 and a UPS tracking number.¹⁴⁰

120. Plaintiff was again not provided with any invoice or receipt identifying the legal billing entity or other customary transaction details.

¹⁴⁰ 1ZH4V7840239539890.

121. Plaintiff emailed “support@skinnyrx.com” later that day¹⁴¹ objecting to the shipment, disputing the efficacy of the product, referencing her December 20 call with “Gary,” and noting the failure of any supervisor to contact her as promised.

122. On December 24, 2025, at approximately 10:12 a.m., an individual identified as “Marnelli L.” responded by email, confirmed Plaintiff’s December 20 contact with “Gary,” and stated that “the renewal charge had already been processed” and was, “as [their] representative explained,” “no longer eligible for a refund.”

123. In the same correspondence, “Marnelli L” asked Plaintiff if she would like to “switch to tirzepatide injections for [her] next renewal date.”

124. Plaintiff refused the offer and again requested escalation in a reply sent on December 24, 2025, at approximately 12:53 p.m.

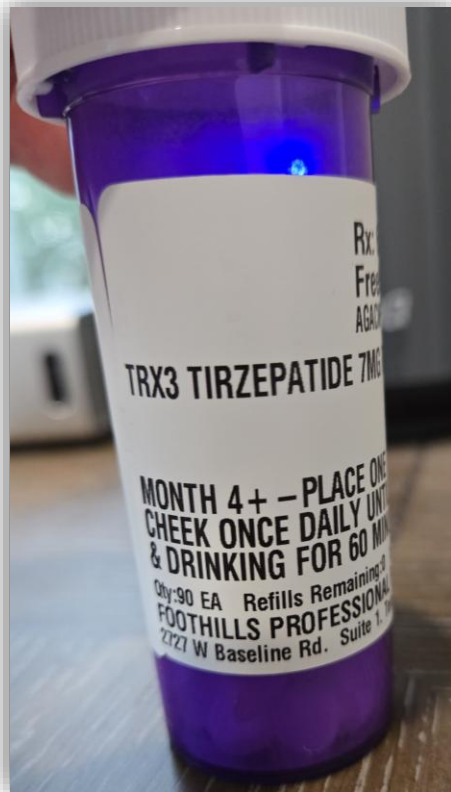
125. Plaintiff did not receive a response until December 28, 2025, at approximately 11:18 a.m., when an individual identified as “Rose V” reiterated the same position and again offered to switch Plaintiff to injectable tirzepatide. “Rose V” further stated that the order could not be cancelled because the company “pre-pay[s] the shipping and pharmacy fees upfront to lock in your lower price.”

¹⁴¹ December 23, 2025, at 5:59 PM.

126. Plaintiff promptly responded to the email from “Rose V” at approximately 11:41 a.m., offering to cover the pharmacy and shipping fees identified in the prior correspondence so long as the remaining balance was refunded to her.

127. On December 30, 2025, at approximately 3:14 p.m., UPS delivered Plaintiff’s oral tirzepatide shipment. Tracking information shows that the package originated in Tempe, Arizona. Upon receipt, Plaintiff confirmed that the medication was again dispensed by Defendant Foothills Pharmacy.¹⁴²

128. The prescriber on the label was Theresa Vergara.



¹⁴² Rx No. 6687521.

129. Plaintiff’s offer to return the oral tirzepatide at her own expense was rejected in an email sent on December 30, 2025, at approximately 4:49 p.m., from an individual identified as “Erwin.”

**D. Consumers Are Deceived into Purchasing “Oral Tirzepatide”
From Defendants**

130. Consumer reviews publicly posted by purchasers of Defendants’ so-called “oral tirzepatide” reflect a consistent pattern of deception and ineffectiveness.¹⁴³ Across multiple reviews, consumers report that the product produces no weight-loss effect and no discernible difference from taking no medication at all.

131. Like Plaintiff, consumers’ requests for refunds were routinely denied or ignored, and when addressed at all were met with generic form responses that failed to meaningfully respond to the substance of the complaints.¹⁴⁴

132. Consumer reviews further reflect that, similar to Plaintiff’s experience, purchasers were charged and prescribed oral tirzepatide without any

¹⁴³ See, e.g., Better Business Bureau, *SkinnyRx* <https://www.bbb.org/us/ca/sacramento/profile/pharmacy/skinnyrx-1156-90096184/complaints?page=1> (last visited Jan. 15, 2026); Trustpilot, *SkinnyRx* <https://www.trustpilot.com/review/skinnyrx.com?stars=1> (last visited Jan. 15, 2026); ConsumerAffairs, *Sprout Health*, <https://www.consumeraffairs.com/health/sprout-health.html> (last visited Jan. 28, 2026) (average rating of 1.5).

¹⁴⁴ Trustpilot, *SkinnyRx*, <https://www.trustpilot.com/review/skinnyrx.com?stars=1> (last visited Jan. 15, 2026).

interaction with a licensed medical professional. Multiple consumers report that prescriptions were issued and medications shipped based solely on the online questionnaire, despite express requests to speak with a medical provider.

133. One consumer explained: “I filled out the online questionnaire, despite asking to speak with someone from their medical team, they shipped the oral meds out to me, all three months right away and charged my card. This is after I called twice to ask them to put a hold on everything until I speak with their medical team...”¹⁴⁵ Another consumer similarly reported that “they charge[d] me immediately without me ever speaking to a medical provider.”¹⁴⁶

134. Even reviews framed as “positive” reflect that consumer satisfaction arose only after discontinuing oral tirzepatide and switching to injectable formulations.

135. As one consumer explained: “I ordered Tirzepatide tablets; however, they did not yield the desired results for me. I have been utilizing the injections for six months and successfully lost a significant amount of weight, but the tablets had no effect, and I actually gained weight while taking them.”¹⁴⁷ Another similarly stated: “I first started with the oral. I started to gain weight from it... I called her

¹⁴⁵ *Review by Andrea P.* (Sept. 14, 2025), Trustpilot, *supra* n. 144.

¹⁴⁶ *Review by “Regret”* (Aug. 26, 2025), Trustpilot, *supra* n. 144.

¹⁴⁷ *Review by Cibele* (Aug. 28, 2025), Trustpilot, *supra* n. 144.

and asked her to switch me to the shot... Now I will see results.”¹⁴⁸ Likewise, a consumer who characterized customer service as “helpful” explained that the assistance consisted of facilitating a refund so the consumer could instead “order the injectables,” again reflecting that the oral tirzepatide product itself was ineffective and abandoned in favor of a different medication.¹⁴⁹

136. This pattern is consistent with Plaintiff’s own experience. After complaining that the Defendants’ oral tirzepatide product produced no results, as alleged *supra*, Plaintiff was repeatedly urged—by multiple non-clinical customer service representatives—to switch to an injectable formulation.

137. As alleged above and reflected in consumer reviews, Defendants’ business model appears to operate as a funnel, or a bait-and-switch: consumers who are hesitant about injections or on the fence about GLP-1 therapy are induced to purchase oral tirzepatide marketed as a convenient, needle-free alternative; when the oral product predictably fails to produce results, those same consumers are steered toward the injectable formulations.

138. Public responses posted to consumer reviews further corroborate the scheme. In response to a January 5, 2026 review from a consumer identified as “Cindy,” who reported gaining weight while using oral tirzepatide, the account

¹⁴⁸ *Review by Quenise* (Aug. 2, 2025), Trustpilot, *supra* n. 144.

¹⁴⁹ *Review by Giarrusso Francis* (Dec. 11, 2025), Trustpilot, *supra* n. 144.

purporting to represent SkinnyRx replied: “If you give us a call and mention this review, we’ll get you transferred to someone who can help switch you over to the injectable.”¹⁵⁰ Similarly, in response to a September 29, 2025, review by “Tata” reporting no results from oral tirzepatide, the SkinnyRx account stated that “many [patients] do see success with [] switching to injectables.”¹⁵¹

139. Notably, Defendants’ responses confirm Plaintiffs’ allegations. Rather than disputing repeated reports of ineffectiveness of the oral formulation, Defendants seek to switch the consumers to their injectable drugs, reflecting their bait-and-switch mechanism designed to generate the initial sales through false statements about oral tirzepatide and then additional sales of the injectables.

140. Taken together, these consumer accounts corroborate Plaintiff’s experience and reveal a uniform pattern: consumers were induced to purchase oral tirzepatide based on false representations of effectiveness, received compounded pills manufactured by Foothills Pharmacy, experienced no weight loss, and were then encouraged to switch to injectable formulations. The volume and consistency of these reports underscore that the deception was not isolated or inadvertent but systemic—arising from the uniform marketing and distribution of oral tirzepatide.

¹⁵⁰ *Review by Cindy* (Jan. 5, 2026), Trustpilot, supra n. 144.

¹⁵¹ *Review by Tata* (Sept. 29, 2025), Trustpilot, supra n. 144.

CLASS ACTION ALLEGATIONS

141. Plaintiff brings this action and seeks to certify and maintain it as a class action under Fed. R. Civ. P. 23, individually and on behalf of the following classes as defined below:

A. Nationwide Class

142. The Nationwide Class is defined as:

All consumers domiciled in the United States who purchased oral tirzepatide that was marketed, manufactured, distributed, fulfilled or delivered to them by Defendants, or any affiliated entity.

B. Pennsylvania Subclass

143. As an alternative or in addition to the Nationwide Class, Plaintiff also brings this action and seeks to certify and maintain it as a class action under Fed. R. Civ. P. 23, individually and on behalf of the following class (“Pennsylvania Subclass”):

All consumers domiciled in Pennsylvania who purchased oral tirzepatide that was marketed, manufactured, distributed, fulfilled or delivered to them by Defendants, or any affiliated entity.

C. Multistate Consumer Protection Subclass

144. As an alternative or in addition to the Nationwide Class, Plaintiff also brings this action and seeks to certify and maintain it as a class action under Fed. R. Civ. P. 23, individually and on behalf of the following class (“Multistate Consumer Protection Subclass”):

All persons domiciled in California, Colorado, Connecticut, Florida, Illinois, Michigan, Missouri, New Jersey, New Mexico, New York, North Carolina, South Carolina, Tennessee, and, Washington, who purchased oral tirzepatide that was marketed, manufactured, distributed, fulfilled or delivered to them by Defendants, or any affiliated entity.

145. Excluded from the Classes are: (a) Defendants and any entities in which Defendants have a controlling interest; (b) any entities in which Defendants' officers, directors, or employees are employed and any of the legal representatives, heirs, successors, or assigns of Defendants; (c) all current executives, officers and employees of Defendants; (d) all governmental entities; and (e) anyone who makes a timely election to be excluded from the Class or Classes.

146. Plaintiff reserves the right to modify or amend the definitions of any proposed Class, and/or to add subclasses (collectively, "the Class" as used herein), if necessary, before the Court determines whether certification is appropriate and as the Court may otherwise allow.

147. This case is properly brought as a class action under Fed. R. Civ. P. 23(a), (b)(2), and (b)(3), and all requirements therein are met for the reasons set forth herein.

148. The claims of all Class members derive directly from a single course of conduct by Defendants. Defendants have engaged and continue to engage in uniform and standardized conduct toward the Class members. Defendants do not differentiate, in degree of care or candor, in their actions or inactions, or the

content of their statements or omissions, among individual Class members.

Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff's own behalf and on behalf of all "oral tirzepatide" purchasers similarly situated pursuant to Fed. R. Civ. P. 23. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of these provisions.

149. Certification of Plaintiff's claims are appropriate because she can prove the elements of her claims on a Class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

150. **Numerosity.** The Class is so numerous that joinder of all members is impracticable. Defendants marketed, sold, and delivered oral tirzepatide products nationwide through consumer-facing websites, including SkinnyRx, Oana, Sprout, and others, reaching hundreds if not thousands of consumers. The precise number of Class Members is unknown to Plaintiff at this time, but the Class is readily ascertainable from Defendants' own records and/or by Plaintiff and Class Members themselves. Defendants' prescription, dispensing, telehealth intake, and payment processing records identify every consumer who was provided or billed for oral tirzepatide.

151. **Typicality.** Plaintiff's claims are typical of the claims of the Class. The claims of Plaintiff and the Class Members are based on the same legal theories

and arise from the same unlawful and willful conduct of Defendants, resulting in the same injury to the Plaintiff and the respective Class. Plaintiff and Class Members are similarly affected by Defendants' wrongful conduct and were damaged in the same way as set forth in this Complaint. Plaintiff, like all Class Members, purchased Defendants' oral tirzepatide products in reliance on uniform representations of efficacy and legitimacy, and suffered the same type of injury—payment for snake oil—an ineffective drug (one that has no FDA-approved equivalent), that was misrepresented as an effective GLP-1 drug equivalent to FDA-approved drugs. Plaintiff's interests coincide with, and are not antagonistic to, those of the other Class Members.

152. **Commonality and Predominance.** Common questions of law and fact exist as to all members of the Class. These questions predominate over any questions affecting only individual Class members. These common legal and factual questions include, without limitation:

- a. Whether Defendants, individually and collectively, engaged in a coordinated scheme to market, sell, and distribute “oral tirzepatide” products nationwide;
- b. Whether Defendants' representations that their oral tirzepatide products were effective and equivalent to FDA-approved GLP-1 medications were false, misleading, or deceptive;

- c. Whether Defendants misrepresented or concealed material facts regarding the regulatory status, pharmacologic properties, or clinical efficacy of their oral tirzepatide products;
- d. Whether Defendants operated and controlled a network of consumer-facing websites designed to conceal the common origin of the products and to mislead consumers into believing they were purchasing legitimate telehealth services;
- f. The nature of the relationships between and among Foothills Pharmacy, Avocado Health, Dr. Zalzala and TeleRx, and the various consumer-facing branded websites identified herein;
- g. Whether Defendants violated the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c)–(d), through their roles and participation in the marketing, manufacture, sale, and distribution of oral tirzepatide;
- h. Whether Defendants are engaged in an “enterprise,” as that term is used by 18 U.S.C. § 1961(4);
- i. Whether Defendants committed racketeering predicate acts of mail fraud in violation of in violation of 18 U.S. C. § 1341;
- j. Whether Defendants committed racketeering predicate acts of wire fraud in violation of in violation of 18 U.S. C. § 1343;

- k. Whether Defendants otherwise engaged in unfair, unlawful, fraudulent, unethical, unconscionable, and/or deceptive trade practices;
- l. Whether Defendants' conduct violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. § 201-1 *et seq.*, and similar consumer-protection statutes;
- m. Whether Defendants' sale and delivery of "oral tirzepatide" violated 35 Pa. Stat. Ann. § 780-110 and § 780-113(a)(36), rendering such sales *per se* unfair or deceptive under 73 Pa. Stat. Ann. § 201-2(xxi);
- n. Whether Defendants' sale and delivery of "oral tirzepatide" is a *per se* unfair, deceptive, or unconscionable act or practice under the Multistate Class consumer protection statutes.
- o. Whether Defendants' misrepresentations and omissions constitute common law fraud;
- p. Whether Defendants knew or should have known that their oral tirzepatide products lacked pharmacologic plausibility;
- q. Whether Defendants financially benefited from their conduct
- r. Whether Defendants were unjustly enriched by violations of the applicable statutes and common law herein;

- s. The appropriate nature and scope of class-wide equitable relief, including restitution, disgorgement, and injunctive relief;
- t. The appropriate measure of compensatory and statutory damages;
- u. Whether Defendants' conduct was willful, wanton, or reckless so as to warrant punitive damages;
- v. Whether Plaintiff and the Class are entitled to an award of attorneys' fees and costs.

153. These and other questions of law or fact which are common to Plaintiff and Class Members predominate over any questions affecting only individual members of the Class.

154. **Adequacy.** Plaintiff is an adequate Class representative because she has retained counsel competent and experienced in complex class action litigation. Neither Plaintiff nor her counsel have any interests adverse to those of the other members of the Class. Plaintiff is knowledgeable about the subject matter of this action and will assist counsel to vigorously prosecute this litigation. The interests of the Class Members will be fairly and adequately protected by Plaintiff and her counsel.

155. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this matter. The injury suffered by each member of the Class, while meaningful on an individual basis, is not of such

magnitude as to make the prosecution of individual actions against Defendants economically feasible. Even if members of the Class themselves could afford such individualized litigation, the court system could not. In addition to the burden and expense of managing many actions, individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and the court system presented by the legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CAUSES OF ACTION

A. Causes of Action Brought on Behalf of the Nationwide Class

COUNT I

Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO") 18 U.S.C. § 1962(c) (Against All Defendants On Behalf of the Nationwide Class)

156. Plaintiff realleges and incorporates by reference all of the allegations contained in each preceding paragraph as if fully set forth herein.

157. This claim is brought by Plaintiff against all Defendants on behalf of herself and the Nationwide Class under 18 U.S.C. § 1964, for violations of 18 U.S.C. § 1962(c).

158. The federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1962, 1964, provides a private right of action for a plaintiff to recover against defendants who harm them by conducting an enterprise through a pattern of racketeering activity, as well as defendants who conspire to do so.

159. This claim is brought by Plaintiff for herself and for the members of the Nationwide Class against all Defendants for actual damages, treble damages, and equitable relief under 18 U.S.C. § 1964, for violations of 18 U.S.C. § 1962(c).

160. Section 1962(c) makes it "unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect,

interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity” 18 U.S.C. § 1962(c).

161. Plaintiff is a “person,” as that term is defined in 18 U.S.C. § 1961(3), and have standing to sue under 18 U.S.C. § 1964(c) as she was and is injured in her property “by reason of” RICO violations described herein.

162. At all relevant times, each Defendant is a “person” within the meaning of 18 U.S.C. § 1961(3), because they are capable of holding “a legal or beneficial interest in property.”

163. Each Defendant conducted the affairs of an enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c), as described herein.

1) Defendants are Engaged in, or Their Activities Affect, Interstate or Foreign Commerce

164. Section 1961(4) defines an enterprise as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” 18 U.S.C. § 1961(4).

165. As alleged herein, Defendant Foothills Pharmacy functioned as a core participant in the enterprise by compounding, labeling, and distributing the purported “oral tirzepatide” prescriptions generated through the enterprise’s

telehealth and marketing infrastructure, and operated in coordination with Defendants Avocado Health, Dr. Zalzala, TeleRx, and other enterprise members.

166. Defendant Avocado Health Technology, Inc. participated in the enterprise by supplying the telehealth infrastructure, backend systems, and technical services used to market, route, and process orders for purported “oral tirzepatide” across multiple consumer-facing websites. Avocado’s platform enabled the interstate transmission of intake data, prescription requests, and fulfillment instructions between consumer-facing brands, affiliated provider entities, and Foothills Pharmacy, resulting in the shipment of prescription drug products to consumers nationwide, including within this District.

167. Defendant Sajad Zalzala, M.D. exercised operational and managerial authority over the enterprise through Defendant Avocado Health and the provider network through Defendant TeleRx and related entities. Plaintiff’s experience—receiving a prescription without any meaningful interaction with a licensed clinician—reflects the functional reality of this structure: TeleRx and its affiliated clinicians operated as instrumentalities through which Avocado Health, Dr. Zalzala, and Foothills Pharmacy, and thus, the enterprise, generated sales of oral tirzepatide and prescriptions at scale, thus marketing and distributing oral tirzepatide in interstate commerce for financial gain.

168. Defendant TeleRx Providers, P.C. is a professional corporation, owned and controlled by Defendant Dr. Zalzal, organized and existing under the laws of the State of California, that, upon information and belief, served as the clinician-facing arm of the enterprise. TeleRx supplied, controlled, or administered the provider network used across multiple GLP-1 marketing websites, including the platform through which Plaintiff's prescription was issued.

169. Together with a network of nominal "GLP-1 marketing" entities—including SkinnyRx and similar websites—Defendants formed an association-in-fact enterprise (the "Enterprise") within the meaning of § 1961(4).¹⁵² The Enterprise functions as a continuing unit with a common purpose: to market, distribute, and profit from the nationwide sale of "oral tirzepatide" products.

170. Defendants control and direct the resources, personnel, and instrumentalities of the Enterprise. Avocado Health, Dr. Zalzal, and TeleRx supply the telehealth infrastructure and "provider" network; Foothills Pharmacy manufactures, compounds, and distributes the products; and the GLP-1 marketing fronts serve as the consumer-facing vehicles through which the scheme is carried out.

171. Defendants devised, implemented, and maintained a scheme to defraud consumers by representing that the oral tirzepatide formulations offered

¹⁵² See also ¶ 11(b) (establishing a direct link between Dr. Zalzal and Neal Patel).

through these marketing fronts were legitimate, safe, and effective medical treatments, when in fact they were not. The scheme relied on a bogus medical qualification process (¶¶ 87-96, 103-105, 113, 132-133), fabricated telehealth “consultations,” and misleading representations of doctor oversight to create the false appearance of legitimate medical care. (¶¶ 74-85, 111, 134-138).

172. The fraudulent acts were executed through the use of interstate mail and wire communications, including email, web-based forms, electronic payments, and online advertising, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

173. The Enterprise is engaged in, and its activities affect, interstate commerce because it markets, sells, and ships purported GLP-1 medications to consumers throughout the United States. Through this scheme, Defendants have obtained millions of dollars in payments from consumers across state lines.

2) “Conduct or Participate, Directly or Indirectly, in the Conduct of Such Enterprise’s Affairs”

174. “[T]o conduct or participate, directly or indirectly, in the conduct” of such an enterprise, “one must participate in the operation or management of the enterprise itself.” *Reves v. Ernst & Young*, 507 U.S. 170, 185 (1993).

175. As described herein, each RICO Defendant participated in the operation and management of the Enterprise by directing, coordinating, and executing the scheme to market, prescribe, and distribute ineffective “oral

tirzepatide” formulations. Avocado Health, Dr. Zalzala and TeleRx provided the infrastructure and personnel necessary to make the scheme appear legitimate (¶¶ 11-13, 20, 22-31, 35-43, 84, 104, 113, 128); Foothills Pharmacy manufactured, packaged, and shipped the product (¶¶ 10, 21, 44-45, 103, 107-109, 119, 127); and the GLP-1 marketing fronts, including SkinnyRx, served as the consumer-facing channels through which the fraudulent sales were made (¶¶ 74-96).

3) Mail and Wire Fraud Predicate Offenses

176. Defendants knowingly and intentionally participated in a scheme to defraud Plaintiff and the Class by inducing them to purchase purported “oral tirzepatide” medications represented to have the same therapeutic benefits as FDA-approved GLP-1 drugs, despite knowing that such products were pharmacologically ineffective. The object of the scheme was to obtain money from consumers through false representations of safety, efficacy, and physician oversight.

177. In furtherance of this scheme, Defendants caused materials and products to be placed in, and delivered through, the United States mail and private carriers, including the shipment of the “oral tirzepatide” medications, in violation of 18 U.S.C. § 1341.

178. In furtherance of this scheme, Defendants also caused interstate wire communications—including website transactions, email communications,

electronic payments, and online advertisements—to be transmitted in furtherance of the scheme, in violation of 18 U.S.C. § 1343. These transmissions included representations made on websites such as *skinnyrx.com* and affiliated domains, telehealth communications through the Avocado Health/TeleRx platform, and electronic payment processing for purchases and recurring subscription charges.

179. Each fraudulent transaction involved multiple acts of mail and wire fraud, including but not limited to:

- a. **Misleading Product Representations:** Defendants published and maintained online listings and advertisements for “oral tirzepatide,” knowing that these claims of efficacy and equivalence to FDA-approved drugs were (literally) false and misleading. ¶¶ 69-73, 74-96.
- b. **Fraudulent Prescriptions:** Defendants caused affiliated or contracted physicians to issue and transmit electronic prescriptions for “oral tirzepatide” despite knowing that the products were medically ineffective and not the pharmacological equivalent of any FDA-approved GLP-1 weight loss drug. ¶¶ 101-106, 113, 119, 128.
- c. **Fraudulent Fulfillment:** Defendants caused Foothills Pharmacy to mail or ship the oral tirzepatide to consumers across state lines, thereby using the mails in furtherance of the fraudulent scheme. ¶¶ 107-109, 119, 127.

d. **Ongoing Electronic Communications:** Defendants used telehealth portals, email, and customer messaging centers to perpetuate the false impression that the services received, and the oral tirzepatide prescribed, were physician-supervised, medically legitimate, and the pharmacological equivalent of FDA-approved GLP-1 weight loss injectables. ¶¶ 102-103, 113-129; *see also* ¶¶ 130-138.

180. These mailings and wirings occurred repeatedly and continuously as part of a coordinated course of conduct spanning all fifty states, constituting a “pattern of racketeering activity” within the meaning of 18 U.S.C. § 1961(5).

181. Defendants voluntarily and intentionally committed, and aided and abetted, numerous predicate acts of mail and wire fraud in furtherance of their scheme.

182. Defendants intended that Plaintiff and Class Members rely upon their express and implied representations that the oral tirzepatide was safe, effective, and medically supervised. Plaintiff and Class Members did in fact rely upon these representations when purchasing the products, suffering monetary losses as a result.

183. The use of interstate mail and wire communications was integral and foreseeable to the scheme: Defendants marketed their products online, processed

payments electronically, issued electronic prescriptions, and shipped products nationwide through the mail.

4) Pattern of Racketeering Activity

184. Defendants willfully and knowingly conducted or participated, directly or indirectly, in the affairs of the Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5), and 1962(c), employing the use of mail and wire communications in violation of 18 U.S.C. §§ 1341 and 1343.

185. Specifically, Defendants—individually and collectively—committed, conspired to commit, and/or aided and abetted in the commission of numerous predicate acts of racketeering activity, including repeated violations of the federal mail and wire fraud statutes, within the past ten years and continuing to the present.

186. The predicate acts described herein are related and continuous. They share a common purpose (to market and sell ineffective oral tirzepatide), common participants (Avocado Health, Foothills Pharmacy, Dr. Zalzala, TeleRx, and their network of front-end marketing entities), and a common method of execution (deceptive online advertising, telehealth communications, and fulfillment via interstate shipment). Collectively, they constitute a “pattern of racketeering activity” within the meaning of 18 U.S.C. § 1961(5).

187. Defendants used, directed, and caused to be used hundreds of thousands of interstate mail and wire communications—including digital advertisements, payment processing, electronic prescriptions, and shipment tracking—in furtherance of the Enterprise’s objectives through uniform misrepresentations, concealments, and material omissions.

188. As set forth above, Defendants devised and executed a continuing scheme to defraud consumers nationwide by:

- a. Transmitting false and misleading representations via internet advertisements and intake portals claiming that “oral tirzepatide” was effective, and medically supervised (¶¶ 74-96);
- b. Causing affiliated or contracted physicians to issue fraudulent prescriptions transmitted electronically through Avocado Health’s, Dr. Zalzala’s and TeleRx’s platforms and systems (¶¶ 101-106, 113, 119, 128);
- c. Causing Foothills Pharmacy to ship oral tirzepatide to consumers across state lines (¶¶ 107-109, 119, 127); and
- d. Collecting recurring electronic payments from consumers under the false pretense that they were receiving legitimate, FDA-comparable GLP-1 therapy (¶¶ 102, 113, 132-133)

189. Defendants either directly approved these fraudulent representations or orchestrated and maintained a system that made such misrepresentations possible and inevitable.¹⁵³ Each mailing and wiring was made in furtherance of Defendants' overarching plan to profit from the deceptive sale and distribution of oral tirzepatide.

190. Defendants committed these racketeering acts intentionally and knowingly, with the specific intent to defraud and to personally or directly profit from these actions.

191. Defendants intended for Plaintiff and Class Members to rely upon their false representations, and the scheme was designed and calculated to deceive reasonable consumers into believing they were purchasing legitimate, medically effective treatments.

192. Many of the precise dates and instances of the fraudulent use of the U.S. mail and interstate wire facilities cannot be alleged without access to Defendants' internal records. Plaintiff has, however, detailed the types of predicate acts of mail and wire fraud and the specific categories of misrepresentations made

¹⁵³ See, e.g., ¶ 10 (Foothills Pharmacy “bridge[s] the gap between telemedicine and pharmacy care” by working directly with “telemedicine providers, clinics, and digital health platforms...”); ¶ 13 (Dr. Zalzala has “combined clinical practice with startup leadership” to “build and scale innovative telemedicine and digital health platforms.”); ¶ 72 (Foothills publicly extending an invitation to join the conspiracy). See also ¶¶ 26-28 (describing the technical overlap between *skinnyrx.com* and Avocado Health).

through the websites, telehealth platforms, and shipping channels operated or controlled by Defendants.

193. These were not isolated incidents. Defendants engaged in a continuous and ongoing pattern of racketeering activity since at least October 2024,¹⁵⁴ and continuing through the present, involving thousands of deceptive transactions across all fifty states. There exists a continuing threat that such racketeering conduct will persist so long as Defendants are permitted to market and distribute oral tirzepatide under new or rebranded consumer-facing websites.¹⁵⁵

5) Harm to Plaintiff

194. On information and belief, Defendants have been, and continue to be, unjustly enriched through their scheme to market, prescribe, and sell oral tirzepatide. Through this scheme, Defendants obtained millions of dollars in payments from consumers, including Plaintiff and Class Members, in exchange for products that were misrepresented as effective GLP-1 medications and equivalent to FDA-approved GLP-1 medications.

195. Defendants' unlawful actions directly, illegally, and proximately caused injury to the business and property of Plaintiff and Class Members. As a

¹⁵⁴ This date corresponds to the earliest publicly archived certificate-transparency record showing issuance of a TLS certificate for the Avocado-branded subdomain *Avocado.SkinnyRx.com* (crt.sh ID 15013703310; issued October 20, 2024).

¹⁵⁵ See, e.g., n. 34, *supra* (identifying the domain *Thinly.com* as the possible backup website for *SkinnyRx.com*).

result of Defendants' fraudulent acts and misrepresentations, Plaintiff and Class Members paid substantial sums for products that had no medical efficacy, received nothing of the value promised, and in some cases incurred additional costs to cancel subscriptions or replace the ineffective medication with legitimate treatment. But for Defendants' fraudulent acts, representations and omissions, Plaintiff and Class Members would not have purchased the products, and the resulting harm was reasonably foreseeable to Defendants.

196. Pursuant to the civil remedy provisions of 18 U.S.C. § 1964(c), Plaintiff and the Class are entitled to recover treble damages, the costs of suit, and reasonable attorneys' fees, together with such other and further relief as the Court may deem just and proper.

COUNT II
Violation of the Racketeer Influenced and Corrupt Organizations Act (RICO)
18 U.S.C. § 1962(d)
(Against All Defendants on Behalf of the Nationwide Class)

197. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

198. This claim is brought under 18 U.S.C. § 1964 for violations of 18 U.S.C. § 1962(d) on behalf of Plaintiff and the Nationwide Class.

199. Defendants have undertaken the fraudulent acts described above as part of a common scheme. Defendants willfully, knowingly, and unlawfully

conspired, confederated, and agreed together and with others to violate 18 U.S.C. § 1962(c). Each Defendant was aware of the essential nature and scope of the enterprise and agreed that others would commit at least two predicate acts of racketeering—including mail and wire fraud—in furtherance of the shared scheme to market and sell oral tirzepatide. Defendants intentionally concealed their fraudulent conduct to prevent Plaintiff and Class Members from discovering the scheme despite reasonable diligence.

200. Foothills Pharmacy, Avocado Health, Dr. Zalzala, and TeleRx jointly orchestrated and supplied the infrastructure that made the scheme possible. Avocado Health, Dr. Zalzala and TeleRx: recruited and operated the telehealth network through which fraudulent prescriptions were issued and processed; and established and maintained consumer-facing GLP-1 marketing fronts, including SkinnyRx, to provide the deceptive advertising alleged herein, and to sign up customers and collect their payments. And Foothills Pharmacy manufactured, filled, and shipped the oral tirzepatide. Each Defendant knowingly participated in, facilitated, and benefited from this common plan.

201. Defendants collectively directed and caused one another to engage in racketeering activity, coordinating the content of websites, social media, and online advertisements, the flow of payments, and the issuance and transmission of prescriptions for and shipments of oral tirzepatide across state lines.

202. Each Defendant understood that it was committing, or aiding and abetting the commission of, numerous predicate acts. Their coordinated conduct included: (a) disseminating false and misleading representations via interstate wires through websites, social media, electronic communications, and payment systems (¶¶ 10, 13, 20-23, 35-40, 69-96, 101-102, 113, 117); (b) transmitting or causing the transmission of fraudulent prescriptions electronically (¶¶ 103-106, 113, 119, 128, 132-133); and (c) mailing or shipping oral tirzepatide nationwide (¶¶ 107-109, 119, 127, 133). Defendants knowingly profited from and furthered the enterprise by concealing the true source, composition, and ineffectiveness of the oral tirzepatide sold.

203. The participation and agreement of each Defendant were necessary to the success of the enterprise. Defendants knew or should have known that their acts were part of a pattern of racketeering activity and agreed, either expressly or tacitly, to the commission of those acts to further the enterprise's ongoing fraudulent purpose. Evidence of the full extent of this agreement lies largely within Defendants' possession and control.

204. As a direct and proximate result of Defendants' conspiracy and violations of 18 U.S.C. § 1962(d), Plaintiff and the Class have been injured in their property and are entitled to treble damages, attorneys' fees, costs of suit, and such other relief as the Court deems just and proper.

B. Causes of Action Brought on Behalf of the State Subclass

i. Pennsylvania

COUNT III

**Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 Pa. Stat. Ann. § 201-1 *et seq.*)
(Against All Defendants On Behalf of Plaintiff and the Pennsylvania Class)**

205. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

206. This claim is brought by Plaintiff against all Defendants on behalf of herself and the Pennsylvania Class.

207. 73 Pa. Stat. Ann. § 201-1 *et seq.*, makes unlawful “[u]nfair methods of competition” and “unfair or deceptive acts or practices in the conduct of any trade or commerce.” 73 Pa. Stat. Ann. § 201-3.

208. Plaintiff is a “person” within the meaning of 73 Pa. Stat. Ann. § 201-2(2) who purchased Defendants’ “oral tirzepatide” for personal, family, or household purposes, and not for resale, investment, or commercial use. 73 Pa. Stat. Ann. § 201-9.2.

209. At all relevant times, Defendants were “persons” engaged in “trade” and “commerce” within the meaning of 73 Pa. Stat. Ann. § 201-2(2)-(3), by advertising, offering for sale, selling, prescribing, and distributing purported “oral tirzepatide” products to consumers residing in Pennsylvania, including Plaintiff.

210. Defendants engaged in unfair and deceptive acts or practices in trade and commerce by marketing, prescribing, compounding, and selling purported “oral tirzepatide” through misleading representations and omissions concerning the product’s characteristics, ingredients, uses, benefits, approval status, and clinical effectiveness.

211. Defendants’ acts and practices violate 73 Pa. Stat. Ann. § 201-2(4)(v) by representing that goods had sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they did not have.

212. Defendants’ conduct further violates 73 Pa. Stat. Ann. § 201-2(4)(xxi) by engaging in fraudulent or deceptive conduct that created a likelihood of confusion or misunderstanding among reasonable consumers.

213. Defendants’ conduct included, but was not limited to:

- a. Representing that their oral tirzepatide products were clinically effective and comparable to FDA-approved injectable GLP-1 medications (¶¶ 74-96, 106);
- b. Advertising that prescriptions were issued following individualized medical evaluation by licensed clinicians, when in reality consumers were prescribed medication through automated questionnaires without any meaningful physician-patient interaction (¶¶ 92-94, 103-105, 111, 134-138);

- c. Misrepresenting or concealing that no efficacious oral formulation of tirzepatide exists, and that no scientific evidence supports the efficacy of the oral tirzepatide formulation (¶¶ 44-45, 70-73, 81-91, 109-110, 130-140);
- d. Failing to disclose that the products were mass-produced by Foothills Pharmacy rather than compounded individually for any particular patient (¶¶ 45 & n. 71, 103, 119, 127);
- e. Falsely implying personalization, by forcing consumers to select generic “symptoms” and “desired benefits” during intake, even though all consumers were funneled to the same standardized formulation regardless of clinical presentation (¶¶ 92-94); and
- f. Using deceptive marketing tactics, including testimonials, endorsements, and breakthrough-style advertising language, to induce consumer purchases of an ineffective product (¶¶ 74-91).

214. These representations and omissions were material because they would affect the purchase decisions of a reasonable consumer. Plaintiff and Class Members reasonably believed they were purchasing a legitimate and medically effective GLP-1 medication, specifically “oral tirzepatide,” under physician supervision.

215. In truth, Defendants' oral tirzepatide product was pharmacologically ineffective, and not the equivalent of FDA-approved GLP-1 drugs. The advertising and representations described above were false and misleading and had the capacity to deceive consumers.

216. Defendants owed Plaintiff and Class Members a duty to disclose the true nature of their products and operations because such facts were known exclusively to Defendants, were material to consumers' purchasing decisions, and were actively concealed through coordinated misrepresentations on their websites and marketing platforms.

217. Plaintiff and Class Members reasonably relied on Defendants' misrepresentations and omissions when purchasing oral tirzepatide. But for these deceptive statements, they would not have purchased the products or paid the inflated prices demanded.

218. As a direct and proximate result of Defendants' unfair and deceptive acts and omissions, Plaintiff and Class Members suffered ascertainable losses, including the purchase price of the ineffective medication and additional costs related to cancelling subscriptions or replacing the products with legitimate treatment.

219. Defendants' conduct also violates Pennsylvania public policy as expressed in the Controlled Substance, Drug, Device and Cosmetic Act, 35 Pa.

Stat. Ann. § 780-101 *et seq.*, which prohibits the in-state sale or distribution of any “new drug” unless an approved application or lawful investigational exemption is in effect under the federal Food, Drug, and Cosmetic Act.

- a. The oral tirzepatide products are drugs within the meaning of 35 Pa. Stat. Ann. § 780-102(b) and section 201(g) of the FDCA (21 U.S.C. § 321(g)) because they are intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease and/or because they are intended to affect the structure or function of the body.
- b. These drugs are also *new drugs* as defined by § 780-102(b) and section 201(p) of the FDCA (21 U.S.C. § 321(p)), because they are not generally recognized as safe and effective for their labeled uses.
- c. With certain exceptions not applicable here, new drugs may not be legally introduced or delivered for introduction into intrastate or interstate commerce without prior approval from FDA, as described in § 780-110 and section 505(a) of the FDCA (21 U.S.C. § 355(a)).
- d. No approved applications pursuant to section 505 of the FDCA are in effect for these oral tirzepatide products. Accordingly, their introduction or delivery for introduction into commerce violates § 780-113(a)(36) and FDCA sections 505(a) and 301(d) (21 U.S.C. § 331(d)).

220. Defendants’ manufacture, marketing, and sale of oral tirzepatide—a “new drug” under §§ 780-110 and 780-113(a)(36)—squarely violates these provisions. Because the statute is intended to protect consumers from unsafe and ineffective drugs, such violations constitute *per se* unfair or deceptive trade practices under 73 Pa. Stat. Ann. § 201-2(xxi).

221. Moreover, Defendants cannot invoke the Section 503A compounding exemption of the federal FDCA, 21 U.S.C. § 353a. That safe harbor applies only where compounded medications are prepared pursuant to a valid prescription for an *identified individual patient* and tailored to that patient’s specific medical needs. The oral tirzepatide products at issue here were mass-produced by Foothills Pharmacy in concert with Avocado Health, Dr. Zalzal and TeleRx for distribution through numerous GLP-1 marketing websites, not compounded in response to any individualized prescription. As such, Defendants’ conduct falls outside the 503A exemption and squarely within the Pennsylvania prohibition on the sale/distribution of new drugs.

222. Plaintiff and Class Members reasonably relied on Defendants’ deceptive representations and omissions when purchasing oral tirzepatide. But for Defendants’ unlawful conduct, Plaintiff would not have purchased the product or paid the amounts charged.

223. As a direct and proximate result of Defendants' unfair and deceptive acts and practices, Plaintiff and the Pennsylvania Class suffered ascertainable losses of money and property, including the purchase price of ineffective medication and related costs.

224. Pursuant to 73 Pa. Stat. Ann. § 201-9.2, Plaintiff and the Pennsylvania Class seek treble damages, attorneys' fees, injunctive relief prohibiting further deceptive marketing and sales of the oral tirzepatide, and such other relief as the Court deems just and proper.

COUNT IV
Common Law Fraud
(Against All Defendants on Behalf of Plaintiff and the Pennsylvania Class)

225. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

226. This claim is brought by Plaintiff against all Defendants on behalf of herself and the Pennsylvania Class.

227. Defendants knowingly and intentionally misrepresented material facts and omitted material information in connection with the marketing, sale, and distribution of "oral tirzepatide" medications through websites such as *skinnyrx.com* and related GLP-1 marketing platforms.

228. Specifically, Defendants falsely represented that their oral tirzepatide products were safe, effective, and clinically comparable to FDA-approved

injectable GLP-1 medications; that they were prescribed by licensed, board-certified medical professionals following individualized evaluation; and that the products were compounded in compliance with applicable law and medical standards.

229. In reality, Defendants' oral tirzepatide products were pharmacologically ineffective when administered orally and were mass-produced by Foothills Pharmacy for distribution through consumer-facing marketing sites in concert with Avocado Health, Dr. Zalzala, and TeleRx. Defendants concealed these material facts from consumers.

230. Defendants also created and disseminated fabricated testimonials, deceptive medical partner profiles, and misleading comparative imagery suggesting "oral tirzepatide's" equivalence to brand-name *Ozempic* and *Mounjaro* products. These representations were designed to induce consumers, including Plaintiff, to purchase an oral tirzepatide under the guise of legitimate medical treatment.

231. Defendants owed Plaintiff and Class Members a duty to disclose these material facts because they possessed exclusive knowledge of them, actively concealed them, and knew that reasonable consumers would rely on their representations concerning safety, efficacy, and medical legitimacy when deciding whether to purchase the products.

232. Plaintiff and Class Members reasonably and justifiably relied on Defendants' misrepresentations and omissions. In reliance upon those statements, Plaintiff purchased and ingested the oral tirzepatide believing it to be a legitimate, effective GLP-1 medication.

233. Defendants knew that their statements were false or acted with reckless disregard for their truth or falsity. Their misrepresentations and omissions were made willfully, wantonly, and with the intent to deceive and defraud Plaintiff and Class Members to induce their purchase of oral tirzepatide.

234. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff and Class Members suffered damages including, but not limited to, the amounts paid for oral tirzepatide, and other consequential damages.

235. Plaintiff and the Pennsylvania Class seek compensatory damages, punitive damages, attorneys' fees, costs of suit, and such further relief as the Court deems just and proper.

COUNT V
UNJUST ENRICHMENT
(Against All Defendants on Behalf of Plaintiff and the Pennsylvania Class)

236. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

237. This claim is brought by Plaintiff against all Defendants on behalf of herself and the Pennsylvania Class.

238. Plaintiff and Class Members conferred monetary and other benefits upon Defendants by purchasing “oral tirzepatide” through Defendants’ GLP-1 marketing websites, including *skinnyrx.com*, in reasonable reliance on Defendants’ representations regarding efficacy, equivalence to FDA-approved GLP-1 weight loss drugs, and medical supervision.

239. Defendants have been unjustly enriched in retaining the revenues derived from the sale and distribution of oral tirzepatide. Retention of those monies under these circumstances is unjust and inequitable because Defendants obtained such payments through material misrepresentations and omissions concerning the nature, quality, and legality of the products sold.

240. Specifically, Defendants received and retained payments from consumers for oral tirzepatide that:

- a. was falsely represented as an effective GLP-1 medication comparable to FDA-approved injectables;
- b. was mass-produced by Foothills Pharmacy; and
- c. was not eligible for lawful sale under Pennsylvania law.

241. Each Defendant knew or should have known that it was unjustly receiving and retaining benefits derived from these transactions. Foothills Pharmacy, Avocado Health, Dr. Zalzala, and TeleRx knowingly manufactured, distributed, and profited from the sale of oral tirzepatide; SkinnyRx and other

marketing fronts funneled consumer payments for these same products while misrepresenting their source, composition, and legitimacy.

242. Through these false, misleading, and unfair practices, Defendants have unjustly obtained profits, gains, and advantages at the expense of Plaintiff and Class Members.

243. Defendants have had the use and benefit of the monies paid by Plaintiff and Class Members and have accrued interest, profits, or other financial gains therefrom.

244. Equity and good conscience require that Defendants disgorge these ill-gotten gains and make restitution to Plaintiff and Class Members for the full value of the benefits unjustly obtained.

245. Plaintiff and Class Members have suffered pecuniary harm as a direct and proximate result of Defendants' conduct and have no adequate remedy at law. Plaintiff and Class Members are entitled to restitution, disgorgement, and/or the imposition of a constructive trust over all profits, benefits, and other compensation obtained by Defendants as a result of their fraudulent and inequitable conduct.

C. Causes of Action Brought on Behalf of the Multistate Consumer Protection Subclass

COUNT VI
Violation Of Consumer Protection Statutes
(Against All Defendants on Behalf of Plaintiff and the Multistate Consumer Protection Subclass)

246. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully set forth herein.

247. This claim is brought by Plaintiff, individually and on behalf of the Multistate Consumer Protection Subclass, for violations of the following consumer-protection statutes:

- a. the California Unfair Competition Law, Bus. & Prof. Code § 17200, et seq. which Defendants violated by engaging in “unlawful, unfair or fraudulent business act[s] or practice[s] and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200. By distributing a new drug in California, Defendants have committed a *per se* unlawful practice. *See* Cal. Health & Safety Code § 111550(a) (“No person shall sell, deliver, or give away any new drug ... unless ... a new drug application has been approved for it and that approval has not been withdrawn, terminated, or suspended under Section 505 of the [FDCA].”), Defendants committed a further violation by engaging in unfair and unconscionable acts that offend established public policy, that are unethical, and unscrupulous, and that were and are substantially injurious to Plaintiff and the members of the Multistate Consumer Protection Subclass;
- b. the California False Advertising Law Business and Professions Code § 17500, et seq. which Defendants violated by advertising “untrue or misleading” statements that Defendants knew “or which by the

exercise of reasonable care should [have] known, to be untrue or misleading” Cal. Bus. & Prof. Code § 17500;

- c. the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. § 6-1-101, et seq., which Defendants violated by “[e]ither knowingly or recklessly engag[ing] in [the alleged] unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice,” Colo. Rev. Stat. § 6-1-105(kkk), including by, without limitation (see § 6-1-105(3)), advertising goods with intent not to sell as advertised, § 6-1-105(1)(i); failing to disclose material information concerning goods which information was known at the time of sale if such failure to disclose such information was intended to induce the purchaser to enter into a transaction, Colo. Rev. Stat. § 6-1-105(u); and failing to “obtain all governmental licenses or permits required to . . . sell the goods.” § 6-1-105(z). By distributing a new drug in Colorado, Defendants have violated § 6-1-105(z) as a matter of law and committed a *per se* unconscionable practice. *See* Colo. Rev. Stat. § 12-280-131(1) (“No person shall sell, deliver, offer for sale, hold for sale, or give away any new drug not authorized to move in interstate commerce under appropriate federal law.”). Defendants committed a further violation by engaging in unfair and unconscionable acts that offend established public policy, that are unethical and unscrupulous, and that were and are substantially injurious to Plaintiff and the members of the Multistate Consumer Protection Subclass;
- d. the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b prohibits “unfair methods of competition or unfair [] acts or practices in the conduct of any trade or commerce.” Conn. Gen. St. § 42-110b. Under Connecticut law, an act is “unfair” when it offends public policy as it has been established by statutes, the common law, or otherwise, or when it is immoral, unethical, oppressive, or unscrupulous. By distributing a new drug in Connecticut, Defendants have committed a *per se* unfair act or practice. *See* Conn. Gen. Stat. § 21a-110(a) (“No person shall sell . . . any new drug” that has not “been approved under Section 355 [§ 505 of the FDCA].”);

- e. the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, et seq., which Defendants violated by engaging in “Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” §501.204. FDUTPA further forbids Defendants from violating “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” Fla. Stat. Ann. § 501.203(3)(c). By distributing a new drug in Florida, Defendants have committed a *per se* unconscionable act or practice. *See* Fla. Stat. § 499.023 (“A person may not sell, offer for sale, hold for sale, manufacture, repackage, distribute, or give away any new drug unless an approved application has become effective under s. 505 of the [FDCA]...”);

- f. the Illinois Uniform Deceptive Trade Practices Act , 815 ILCS 510/1, et seq., which Defendants violated by engaging in one or more of the following unfair or deceptive business practices prohibited by 815 ILCS 510/2(a): representing that the Products had a characteristic that they did not actually have; representing that the Products were of a particular quality, grade, or standard when, in fact, they were not of that quality, grade, or standard; advertising the Products with the intent not to sell them as advertised; and engaging in other conduct which similarly creates a likelihood of confusion or misunderstanding. 815 ILCS 510/2(a)(5), (7), (9), and (12). By distributing a new drug in Illinois, Defendants have committed a *per se* unfair act or practice. *See* 410 Ill. Comp. Stat. Ann. 620/17 (“No person shall sell, deliver, offer for sale, hold for sale or give away any new drug unless (1) an application with respect thereto has been approved and the approval has not been withdrawn under Section 505 of the [FDCA].”);

- g. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1 et seq., which Defendants violated by engaging in one or more “[u]nfair methods of competition and unfair or deceptive acts or practices, including, but not limited to, the use or

employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act’ [815 Ill. Comp. Stat. Ann. 510/2], approved August 5, 1965, in the conduct of any trade or commerce.” 815 Ill. Comp. Stat. Ann. 505/2. By distributing a new drug in Illinois, Defendants have committed a *per se* unfair act or practice. *See* 410 Ill. Comp. Stat. Ann. 620/17 (“No person shall sell, deliver, offer for sale, hold for sale or give away any new drug unless (1) an application with respect thereto has been approved and the approval has not been withdrawn under Section 505 of the [FDCA].”);

- h. the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, et seq., which Defendants violated by engaging in one or more “Unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce”, including by “(c) Representing that goods or services have .. characteristics, ingredients, uses, benefits... that they do not have ...”, “(e) Representing that goods ... are of a particular standard, quality, ... if they are of another”, and “(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.” § 445.903. By distributing a new drug in Michigan, Defendants have committed a *per se* unconscionable act or practice. *See* Mich. Comp. Laws § 333.7402(1) (“a person shall not create, manufacture, deliver, or possess with intent to deliver a counterfeit substance or a controlled substance analogue intended for human consumption. ... For purposes of this section, section 505 of the [FDCA] shall be applicable to the introduction or delivery for introduction of any new drug into intrastate, interstate, or foreign commerce.”);
- i. the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407, et seq., which Defendants violated by engaging in acts of “deception,

fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce.” Mo. Rev. Stat. § 407.020. Defendants committed a further violation by engaging in unfair and unconscionable acts that offend established public policy, that are unethical and unscrupulous, and that were and are substantially injurious to Plaintiff and the members of the Multistate Consumer Protection Subclass. *See* Mo. Code Regs. tit. 15, § 60-8.020(1). By distributing a new drug in Missouri, Defendants have committed a *per se* unconscionable act or practice. *See* Mo. Rev. Stat. § 196.105 (“No person shall sell, deliver, offer for sale, hold for sale or give away any new drug”);

- j. the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8, et seq., which Defendants violated by engaging in deception, fraud, false pretense, false promise, misrepresentation, or by the knowing, concealment, suppression, or omission of material facts with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of goods. NJCFA § 56:8-2. By distributing a new drug in New Jersey, Defendants have committed a *per se* fraudulent act or practice. *See* N.J. Stat. Ann. § 24:6A-1 (“No person shall introduce or deliver for introduction into intrastate commerce in the State of New Jersey any new drug unless ... an application with respect thereto has become effective under the [FDCA].”);
- k. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, et seq., which Defendants violated by engaging in “[u]nfair or deceptive trade practices and unconscionable trade practices in the conduct of . . . trade or commerce,” § 57-12-3, including, taking “advantage of the lack of knowledge . . . of a person to a grossly unfair degree,” § 57-12-3(E)(1). By distributing a new drug in New Mexico, Defendants have committed a *per se* unconscionable trade practice. *See* N.M. Stat. Ann. § 26- 1-14 (“No person shall sell, deliver, offer for sale, hold for sale or give away any new drug or device unless ... an application has

been approved for the drug and approval has not been withdrawn under Section 505 of the [FDCA.]”);

1. the New York Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law §§ 349, 350, et seq., which Defendants violated by engaging in “Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in [NY]” NYGBL § 349; and through “[f]alse advertising in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law §350. False advertising includes “advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect,” taking into account “the extent to which the advertising fails to reveal facts material in the light of . . . representations [made] with respect to the commodity.” By distributing a new drug in New York, Defendants have committed a *per se* deceptive act or practice. See N.Y. Educ. Law § 6817(1)(a) (“Except as otherwise provided in the [FDCA], no person shall sell, deliver, offer for sale, hold for sale, or give away any new drug.”);

- m. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1(a) makes unlawful “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce.” “Commerce” includes “all business activities, however denominated.” N.C. Gen. Stat. § 75-1.1(b). Defendants engaged in unfair and deceptive acts or practices in and affecting commerce by marketing, prescribing, manufacturing, and selling oral tirzepatide formulations to consumers in North Carolina through misleading online representations that such products were safe, effective, and medically supervised treatments for weight loss and diabetes management. Defendants’ conduct also constitutes a *per se* violation of N.C.G.S. § 75-1.1. Under N.C.G.S. § 106-122(4) and § 106-135, it is unlawful to “sell, deliver for sale, hold for sale, or offer for sale” any new drug for which no approved application exists under § 505 of the federal Food, Drug, and Cosmetic Act (“FDCA”). Defendants’ manufacture, marketing, and sale of oral tirzepatide—a

“new drug” under § 106-135(a)(1)—squarely violates these provisions. Because the statute is intended to protect consumers from unsafe and ineffective drugs, such violations constitute *per se* unfair or deceptive trade practices under N.C.G.S. § 75-1.1.

- n. the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-20, et. seq., prohibits “unfair methods of competition or unfair [] acts or practices in the conduct of any trade or commerce.” S.C. Code Ann. § 39-5-20(a). Under South Carolina law, an act is “unfair” when it is offensive to public policy or when it is immoral, unethical or oppressive. By distributing a new drug in South Carolina, Defendants have committed a *per se* unfair act or practice. *See* S.C. CODE § 39-23-70(a) (“No person shall introduce or deliver for introduction into intrastate commerce any new drug unless . . . an application with respect thereto has been approved and such approval has not been withdrawn under Section 505 of the [FDCA].”);
- o. the Tennessee Consumer Protection Act, Tenn. Code Ann. 47-18-104 , et. seq., prohibits “unfair or deceptive acts or practices affecting the conduct of any trade or commerce.” Tenn. Code Ann. § 47-18-104(a). The TCPA explicitly defines “advertising, promoting, selling or offering for sale any good or service that is illegal or unlawful to sell in the state” to be an unfair or deceptive act or practice that is declared to be unlawful. Tenn. Code Ann. § 47-18-104(b)(43)(C). By distributing a new drug in Tennessee, Defendants have committed a *per se* unfair act or practice. Tenn. Code § 53-1-110(a) (“No person shall sell, deliver, offer for sale, hold for sale or give away any new drug unless an application with respect to the drug has become effective under § 505 of the [FDCA].”);
- p. the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, et seq. which Defendants violated by engaging in “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct [its] trade,” Wash. Rev. Code § 19.86.020. Defendants committed a further violation by engaging in unfair and

unconscionable acts that offend established public policy, that are unethical and unscrupulous, and that were and are substantially injurious to Plaintiff and members of the Multistate Consumer Protection Subclass. By distributing a new drug in Washington, Defendants have committed a *per se* unfair act or practice. *See* Wash. Rev. Code § 69.04.570 (“no person shall introduce or deliver for introduction into intrastate commerce any new drug which is subject to section 505 of the [FDCA]...”).

248. Defendants engaged in unfair and deceptive acts or practices in and affecting commerce by marketing, prescribing, manufacturing, and selling oral tirzepatide formulations to consumers, including Plaintiff and the Multistate Consumer Protection Subclass, through misleading online representations that such products were safe, effective, and medically supervised treatments for weight loss and diabetes management.

249. Defendants’ conduct included, but was not limited to:

- a. Representing that their oral tirzepatide products were effective weight loss pills and comparable to FDA-approved GLP-1 medications (¶¶ 74-96, 106);
- b. Advertising that prescriptions were issued following individualized medical evaluation by licensed clinicians, when in reality consumers were prescribed medication through automated questionnaires without any meaningful physician-patient interaction (¶¶ 92-94, 103-105, 111, 134-138);

- c. Misrepresenting or concealing that that no efficacious oral formulation of tirzepatide exists and that no scientific evidence supports the safety or efficacy of the oral tirzepatide formulation (¶¶ 44-45, 70-73, 81-91, 109-110, 130-140);
- d. Failing to disclose that the products were mass-produced by Foothills Pharmacy (¶¶ 45 & n. 71, 103, 119, 127);
- e. Falsely implying personalization, by forcing consumers to select generic “symptoms” and “desired benefits” during intake, even though all consumers were funneled to the same standardized formulation regardless of clinical presentation (¶¶ 92-94); and
- f. Using deceptive marketing tactics, including testimonials, endorsements, and breakthrough-style advertising language, to induce consumer purchases of an ineffective product (¶¶ 74-91).

250. These representations and omissions were material because they would affect the purchase decisions of a reasonable consumer. Defendants advertised and stated, and thus Plaintiff and Class Members reasonably believed that, consumers were purchasing a legitimate and medically effective GLP-1 medication, specifically “oral tirzepatide,” under physician supervision.

251. In truth, Defendants’ oral tirzepatide product was pharmacologically ineffective, and not the equivalent of FDA-approved GLP-1s. The advertising and

representations described above were false and misleading and had the capacity to deceive consumers.

252. Defendants' acts and omissions occurred in and affected commerce within the meaning of the various consumer protection statutes because they involved the marketing, sale, and delivery of pharmaceutical products to consumers in the Multistate Consumer Protection Subclass states and throughout the United States.

253. Defendants owed Plaintiff and Class Members a duty to disclose the true nature of their products and operations because such facts were known exclusively to Defendants, were material to consumers' purchasing decisions, and were actively concealed through coordinated misrepresentations on their websites and marketing platforms.

254. Plaintiff and Class Members reasonably relied on Defendants' misrepresentations and omissions when purchasing oral tirzepatide. But for these deceptive statements, they would not have purchased the products or paid the inflated prices demanded.

255. As a direct and proximate result of Defendants' unfair and deceptive acts and omissions, Plaintiff and Class Members suffered ascertainable losses, including the purchase price of the ineffective medication and additional costs

related to cancelling subscriptions or replacing the products with legitimate treatment.

256. Defendants' conduct also constitutes a *per se* violation of each state's consumer protection statute. Every state within the Multistate Consumer Protection Subclass prohibits the in-state sale, offer for sale, or delivery of a "new drug" that has not received premarket approval from FDA or the state's appropriate regulatory authority.

- a. The oral tirzepatide products are drugs within the meaning of these laws because they are intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease and/or because they are intended to affect the structure or function of the body. 21 U.S.C. § 321(g).
- b. These drugs are also *new drugs* as defined by section 201(p) of the FDCA (21 U.S.C. § 321(p)), because they are not generally recognized as safe and effective for their labeled uses.
- c. With certain exceptions not applicable here, new drugs may not be legally introduced or delivered for introduction into interstate commerce without prior approval from FDA, as described in section 505(a) of the FDCA (21 U.S.C. § 355(a)).

d. No approved applications pursuant to section 505 of the FDCA are in effect for these oral tirzepatide products. Accordingly, their introduction or delivery for introduction into interstate commerce violates FDCA sections 505(a) and 301(d) (21 U.S.C. § 331(d)).

257. Defendants’ marketing, sale, and manufacture of oral tirzepatide—a “new drug”—constitute violations of each state’s drug-approval provisions. Because these statutes are designed to protect consumers from unsafe and ineffective pharmaceutical products, violations of such laws are *per se* unfair or deceptive acts or practices under the consumer protection statutes of the states in the Multistate Consumer Protection Subclass.

258. Moreover, Defendants cannot invoke the Section 503A compounding exemption of the federal FDCA, 21 U.S.C. § 353a. That safe harbor applies only where compounded medications are prepared pursuant to a valid prescription for an *identified individual patient* and tailored to that patient’s specific medical needs. The oral tirzepatide products at issue here were mass-produced by Foothills Pharmacy in concert with Avocado Health, Dr. Zalzal, TeleRx and co-conspirators for distribution through numerous GLP-1 marketing websites, not compounded in response to any individualized prescription. As such, Defendants’ conduct falls outside the 503A exemption.

259. Pursuant to the remedial provisions of the applicable consumer protection statutes, Plaintiff and the Multistate Consumer Protection Subclass seek all available relief, including treble damages where authorized, reasonable attorneys' fees, injunctive relief prohibiting Defendants from marketing or selling oral tirzepatide products, and any further relief the Court deems just and proper.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of other members of each Class proposed in this Action, respectfully request that the Court enter judgment in Plaintiff's favor and against all Defendants as follows:

- A. Declaring that this is a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the proposed Class requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel.
- B. Entry of a Declaratory Judgment that declares the misconduct alleged in this Complaint and adduced through discovery a violation of applicable statutory and common law.
- C. Enjoining Defendants, their agents, employees, successors, and assigns from continuing to manufacture, market, advertise, sell, or distribute "oral tirzepatide" products, and requiring Defendants to

implement appropriate compliance, quality-control, and disclosure measures to prevent future violations;

- D. Ordering restitution and disgorgement of all monies wrongfully obtained from Plaintiff and Class Members through the sale of “oral tirzepatide” products;
- E. Awarding actual damages, compensatory damages, and punitive damages in an amount to be determined at trial;
- F. Awarding treble damages as permitted by 18 U.S.C. § 1964(c), 73 Pa. Stat. Ann. § 201-9.2, and other applicable statutes;
- G. Ordering Defendants to pay attorneys’ fees and litigation costs to Plaintiff and Class Members;
- H. Ordering Defendants to pay both pre- and post-judgment interest on any amounts awarded; and
- I. Ordering such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all claims in this Class Action Complaint so triable.

Dated: February 3, 2026

Respectfully submitted,

By: /s/ Alex M. Kashurba

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