

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MARIA ALAIMO, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

KIND PATCHES LIMITED,

Defendant.

**CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL**

Case No. 25-cv-6092

Plaintiff Maria Alaimo, on behalf of herself and all others similarly situated, brings this class action suit for damages and equitable relief against Kind Patches Limited (“Kind” or Defendant”). Plaintiff alleges the following based upon personal information as to allegations regarding herself, and the investigation of her counsel, and on information and belief as to all other allegations:

FACTUAL ALLEGATIONS

1. This is a class action lawsuit against Kind, which sells a variety of health supplement “patches.” This case is about one of Defendant’s patches, which, until recently, were called “GLP-1 Patches,” and now are called “Berberine Patches (Formerly GLP-1),” although sometimes are still referred to as simply “GLP-1 Patches” in marketing. Hereafter, the patches are referred to as “GLP-1 Patches.”

2. Defendant falsely and misleadingly advertises the GLP-1 Patches as providing a meaningful increase to natural GLP-1 levels comparable to actual GLP-1 agonist medications like Ozempic. Defendant claims that “750k People Are Obsessed with the GLP-1 Patches.”

3. GLP-1 is a hormone naturally produced by the human body. It serves many functions, including slowing digestion, increasing the sensation of satiety after eating, telling the pancreas when to release insulin, and stopping glucose from entering the bloodstream.

4. Medicines such as Ozempic and Wegovy are GLP-1 agonists—synthetic versions of GLP-1. They are a medicine used to manage type-2 diabetes and are also extremely effective weight loss medications.

5. While naturally occurring GLP-1 is quickly processed by enzymes in the body, giving it a half-life of only 1-2 minutes, GLP-1 agonists are designed to resist enzymes, giving them half-lives as long as 7 days.

6. This longer half-life is what makes GLP-1 agonists an extremely effective weight loss tool, giving users the benefits of the GLP-1 hormone—such as slower digestion and feelings of satiety—for days rather than minutes.

7. As a result, increasing naturally produced GLP-1 by modest amounts cannot create nearly the same weight loss effects provided by long-lasting GLP-1 agonists like Ozempic.

8. Despite this, Defendant, like other companies, have been capitalizing off the popularity of GLP-1 medicines to hawk supposed natural supplements and patches that boost GLP-1.

9. This “GLP-1 craze” includes pushing “supplements claiming to replace GLP-1 agonists completely, ‘natural’ versions of GLP-1 agonists that may work but be substantially less effective, and supplements intended to be taken alongside prescription medicine to ‘boost’ GLP-1 production.”¹

10. However, as C. Michael White, a professor of pharmacy practice at the University of Connecticut School of Pharmacy has observed, “The marketing seems to suggest that you could get with these natural products, these natural ingredients, the same effect that you can get with GLP-1 agonists, which is simply not the case. And in that way, they are being misleading to people.”²

11. Defendant’s GLP-1 Patches are the most popular type of GLP-1 patch.

12. Defendant claims that the GLP-1 Patches are a “Natural Version of Ozempic,”³ provide a “Stronger GLP-1 Boost” and “Support[] GLP-1 Production.”⁴

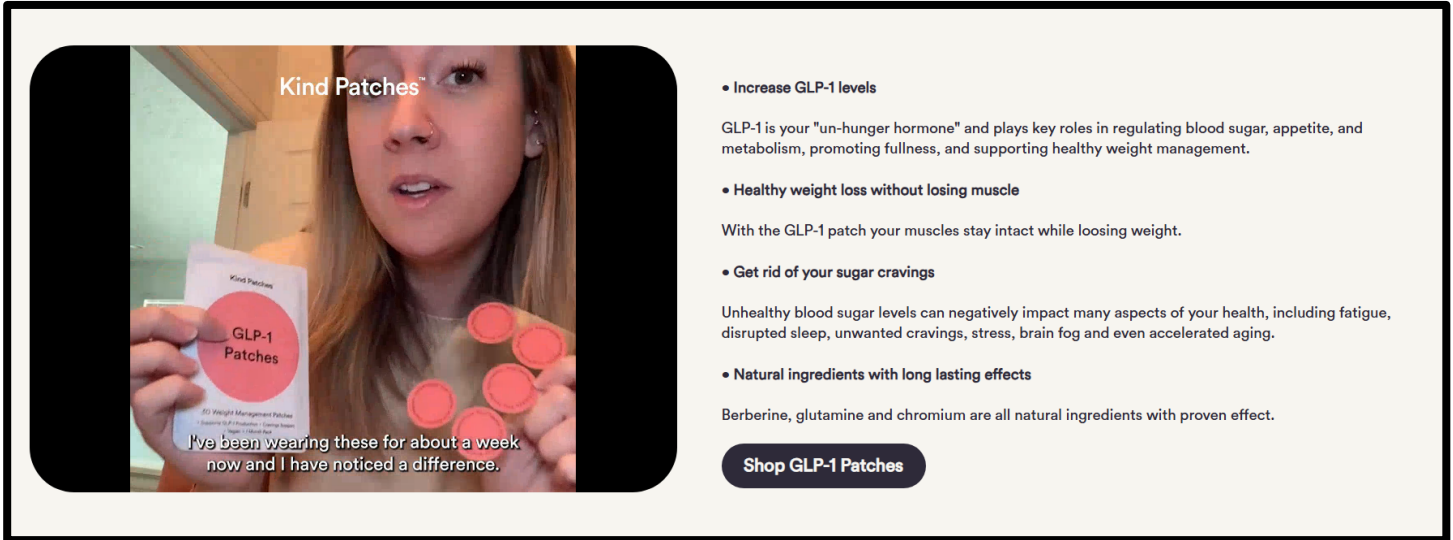
¹ <https://www.pbs.org/newshour/health/what-to-know-before-you-buy-a-weight-loss-supplement-on-tiktok>

² *Id.*

³ <https://www.tiktok.com/@bishuwish/video/7519936092943011103>

⁴ <https://web.archive.org/web/20250809183905/https://kindpatches.com/pages/glplpv4>

13. Defendant also claims the GLP-1 Patches “Increase GLP-1 levels,” and that “With the GLP-1 patch your muscles stay intact while losing weight.” Defendant also claims that the Patches get rid of sugar cravings.



Kind Patches

GLP-1 Patches

I've been wearing these for about a week now and I have noticed a difference.

- **Increase GLP-1 levels**
- GLP-1 is your "un-hunger hormone" and plays key roles in regulating blood sugar, appetite, and metabolism, promoting fullness, and supporting healthy weight management.
- **Healthy weight loss without losing muscle**
- With the GLP-1 patch your muscles stay intact while losing weight.
- **Get rid of your sugar cravings**
- Unhealthy blood sugar levels can negatively impact many aspects of your health, including fatigue, disrupted sleep, unwanted cravings, stress, brain fog and even accelerated aging.
- **Natural ingredients with long lasting effects**
- Berberine, glutamine and chromium are all natural ingredients with proven effect.

[Shop GLP-1 Patches](#)

14. The patches do not contain a GLP-1 agonist. Instead, the patches contain berberine extract, pomegranate extract, cinnamon extract, L-glutamine, and B vitamins.

15. Defendant nonetheless claims that the patches contain “Clinically proven ingredients that deliver real results,” touting a clinical study based on berberine intake.



Clinically proven ingredients that deliver real results

1+ Month
Reduced hunger

Participants in a clinical study using Berberine (BBR) reduced their food intake by 47,5%*

2+ Months
Increased GLP-1 levels

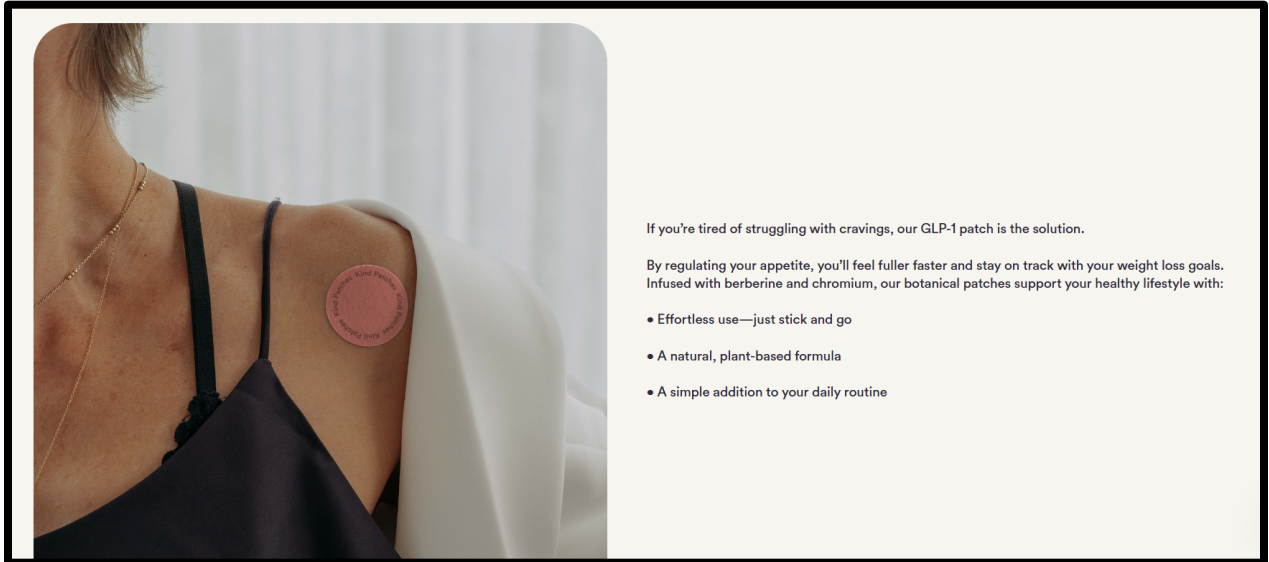
Berberine, glutamine and chromium have direct stimulatory effect on the L-cells of the intestines, which are responsible for producing GLP-1

3+ Months
Healthy weight loss

Participants in a clinical study using Berberine (BBR) reduced their food intake by 47,5%*

[Shop GLP-1 Patches](#)

16. And Defendant promises that “If you’re tired of struggling with cravings, our GLP-1 patch is the solution.”



17. Defendant has used numerous social media influencers to promote the GLP-1 Patches. It also has aggressively marketed its advertisements on social media, making claims in advertisements such as: “Take control of your cravings and metabolism with the GLP-1 Patch—your smarter path to weight management.”

18. One TikTok influencer known as @ashzelda requested a free sample of Defendant’s GLP-1 Patches to test if they worked and then post about them online.

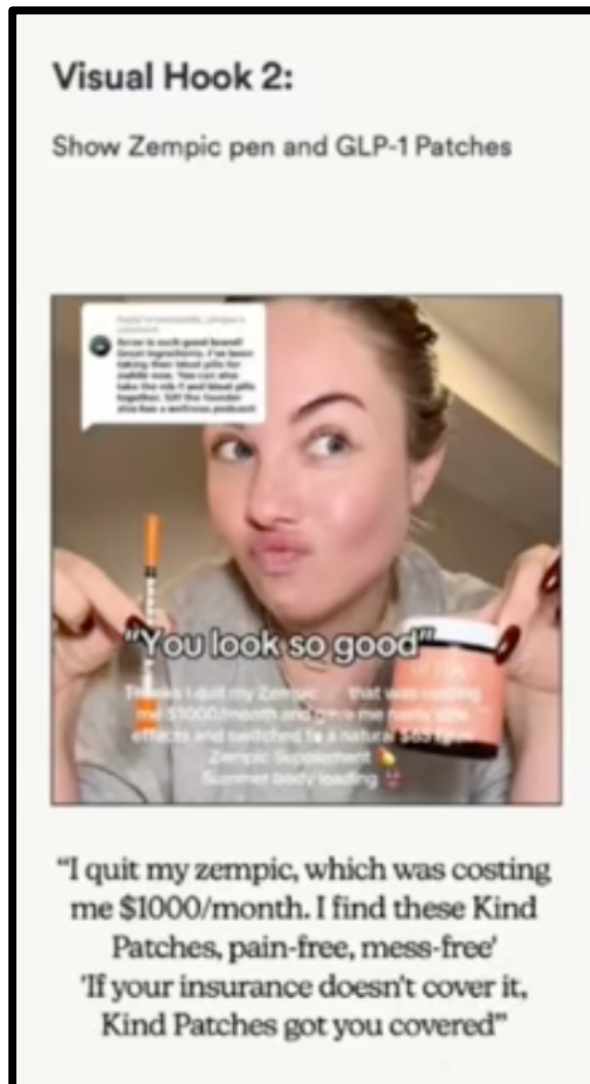
19. To help her market the patches, Defendant sent her a “content brief” guiding her on what she should and should not say online to remain in compliance with the brand.

20. Ashzelda posted a video exposing the specifics of this content brief, showing that it explicitly instructs influencers to compare the patches to Ozempic.⁵

⁵ <https://www.tiktok.com/@ashzelda/video/7531780074752757047>

21. Defendant's content brief tells influencers to show themselves "stick[ing] the patch where you'd normally get injections for Zempic (e.g. Belly button, thighs, upper arm)."

22. Alternatively, the brief says influencers could advertise the patches by "Show[ing] Zempic pen and GLP-1 Patches." The brief then includes a picture of a girl holding what is presumably an Ozempic needle next to a jar of supplement, indicating that influencers should hold the patches next to an Ozempic needle to show that the two items are interchangeable:



23. In addition to misleading visuals, Defendant also outlines the “main product selling points” for influencers to talk about in their videos.

24. Defendant guides influencers to say that “Instead of one-time injections, Kind Patches use ingredients like berberine, glutamine, and chromium to...boost long-term metabolic function and steady production.”

25. The brief also claims that the patches “Help[] slow digestion, so food stays in your stomach longer—making you feel fuller and more satisfied after meals.”

26. These are benefits associated with GLP-1 agonist medications. By instructing influencers to claim these benefits for the GLP-1 Patches, Defendant aims to market its product as an analog to prescription medications.

27. Defendant does not stop there, though.

28. The content brief also tells influencers that the patches are “[a] smart, cost-effective alternative to expensive injections.”

29. Additionally, the brief says that these patches are great because there are “[n]o needles” and thus “[n]o nausea.” Users can “skip the injections and discomfort” because “Kind Patches deliver active and all-natural ingredients through your skin—pain-free, mess-free, and easy to use anytime,” says the brief.

30. Defendant’s marketing is intentionally misleading, implying that the only difference between the patches and Ozempic is the method of delivery. In reality, the GLP-1 Patches use only natural ingredients, making it impossible for them to deliver the same results as synthetic GLP-1 agonist medications.

31. Other advertisements use the similar stock language about the patches’

benefits, emphasizing supposed “clinically-studied ingredients”

I used to be stuck in the cycle of endless cravings and diets that never worked. That’s why I’m so excited about the new GLP-1 Patch I’ve been using—it helps me feel less hungry, stay full longer, and keep my metabolism working with me, not against me.

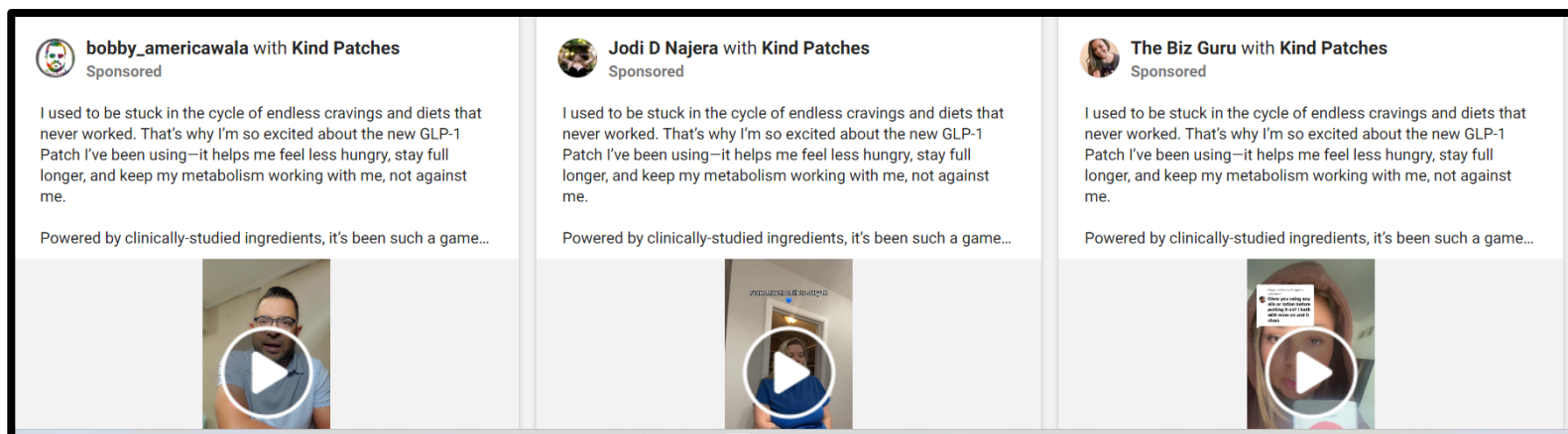
Powered by clinically-studied ingredients, it’s been such a game-changer, and the best part is there are no pills or gummies—just stick it on and go. I honestly wish I’d found this sooner. You can be one of the first to try it at kindpatches.com.

**altedgeco with Kind Patches**
Sponsored

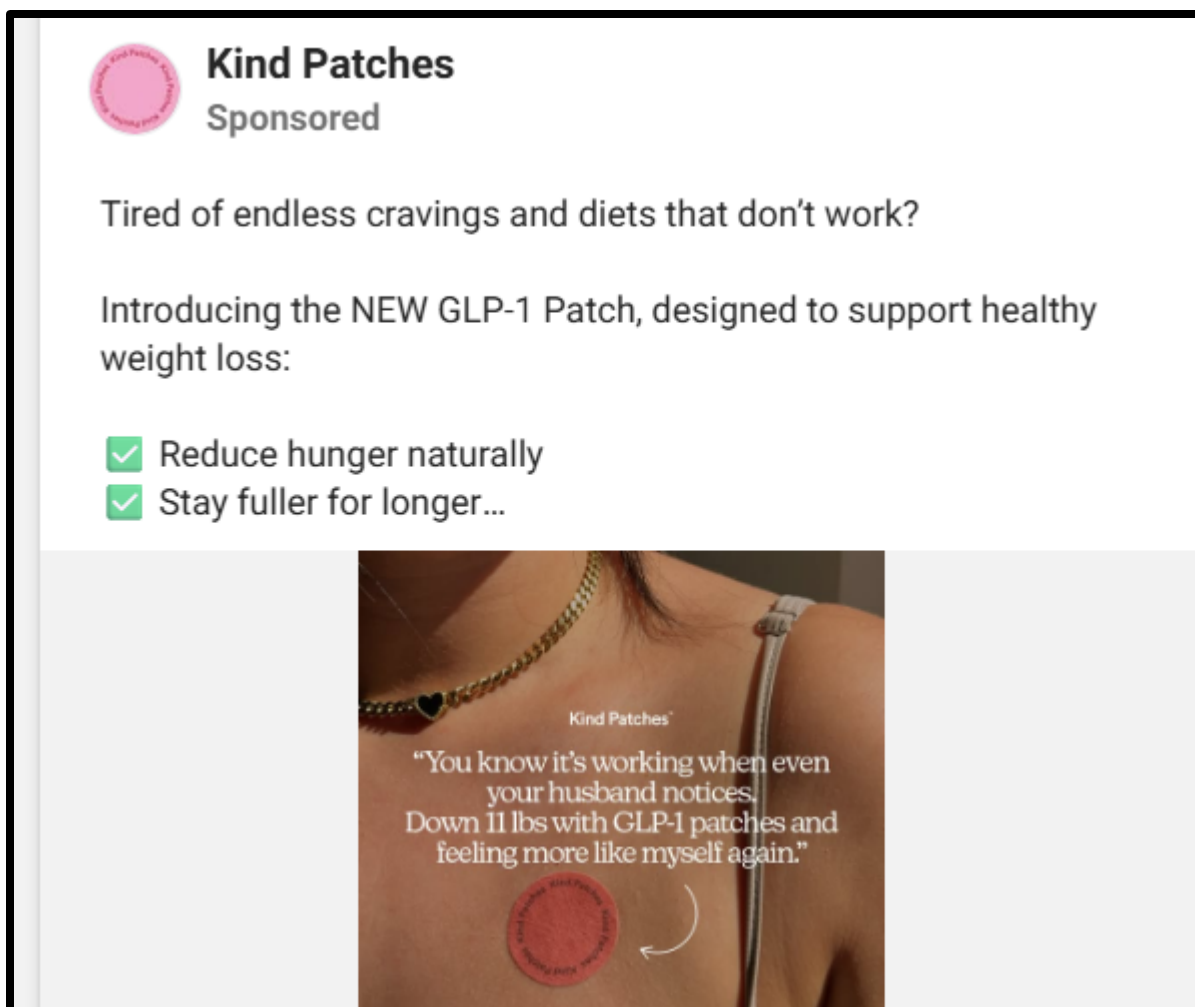
I used to be stuck in the cycle of endless cravings and diets that never worked. That’s why I’m so excited about the new GLP-1 Patch I’ve been using—it helps me feel less hungry, stay full longer, and keep my metabolism working with me, not against me.

Powered by clinically-studied ingredients, it’s been such a ...





32. More advertisements make bold claims about losing weight, such as “Down 11 lbs with GLP-1 patches.”



33. Other claims include a promise of “Smaller dress size in 8 weeks”

because “GLP-1 Patches help you stay full longer, making weight loss easier than ever.”

Looking to stay on track with your goals?
The GLP-1 Patch is thoughtfully crafted to support balance and help you feel your best every day.

✦ Designed to fit into your busy lifestyle
✦ A simple, smart tool for your wellness journey
...



The advertisement features a woman in a pink dress standing next to a product shot of the GLP-1 Patches. The product shot shows a white box labeled 'GLP-1 Patches' and several individual patches. Text on the advertisement includes 'Smaller dress size in 8 weeks!' and a 'SHOP NOW' button. Logos for 'womanathome', 'THE GLP-1', 'VOGUE', and 'WWD' are visible at the bottom.

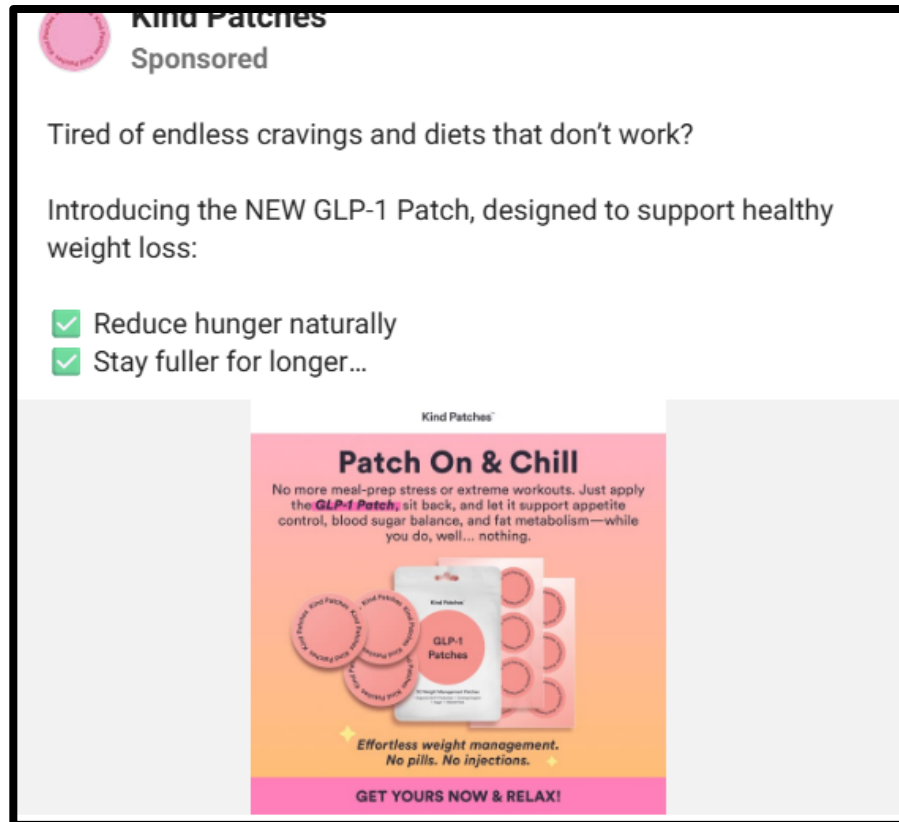
Smaller dress size in 8 weeks!

SHOP NOW

GLP-1 Patches help you stay full longer, making weight loss easier than ever.

womanathome THE GLP-1 VOGUE WWD

34. Other ads promise “No more meal-prep stress or extreme workouts,” and “no pills” or “no injections.”



35. Despite this marketing, however, Defendant's patches do not increase GLP-1 production in any meaningful way close to GLP-1 agonists. As an endocrinologist of the University of Southern California's Keck School of Medicine explained,

The doses of the ingredients in the patches aren't anywhere near the amount that would be needed to have an effect on someone's GLP-1 production, says Dr. Alyssa Dominguez, an endocrinologist at the University of Southern California's Keck School of Medicine. "The doses are super off compared to anything that was in research studies, like they were giving people 8,000 times the dose of what is in the patch," she says. The concept behind the patches is not backed by science, according to Dr. Dominguez, though given their price point, she can understand why people would want to give them a try. "I would recommend not spending any money on these because I don't think they're going to do anything meaningful," she says. (The primary

ingredient in the GLP-1 shots is semaglutide, an ingredient that is not present in the patches.)⁶

36. And as another expert in GLP-1 medications explained:

A closer look at these products shows they often contain ingredients like B-vitamin complex, berberine, cinnamon extract, and L-glutamine. While these supplements have been studied for various potential health benefits, the evidence connecting them to meaningful weight loss—especially when delivered through a patch—is weak. “None of these supplements have any evidence that they can help with weight loss,” Dr. Bhuyan says. “There are small benefits to these supplements for different reasons.” For example, B vitamins may help with energy if a person is deficient. She adds, “Another important factor to remember is that many of the benefits of these supplements have been studied in the oral doses, but there are limited studies in patch formulations.”⁷

37. And as related in the article, unregulated GLP-1 patches are exploding on TikTok Shop,

A new PBS report also noted that the studies Kind Patches referenced to support the use of berberine, glutamine, and chromium for weight loss were insufficient; the research for glutamine and chromium involved oral intake and the study for berberine was a meta-analysis “which encompassed many different studies where the administration methods are not always clear.”⁸

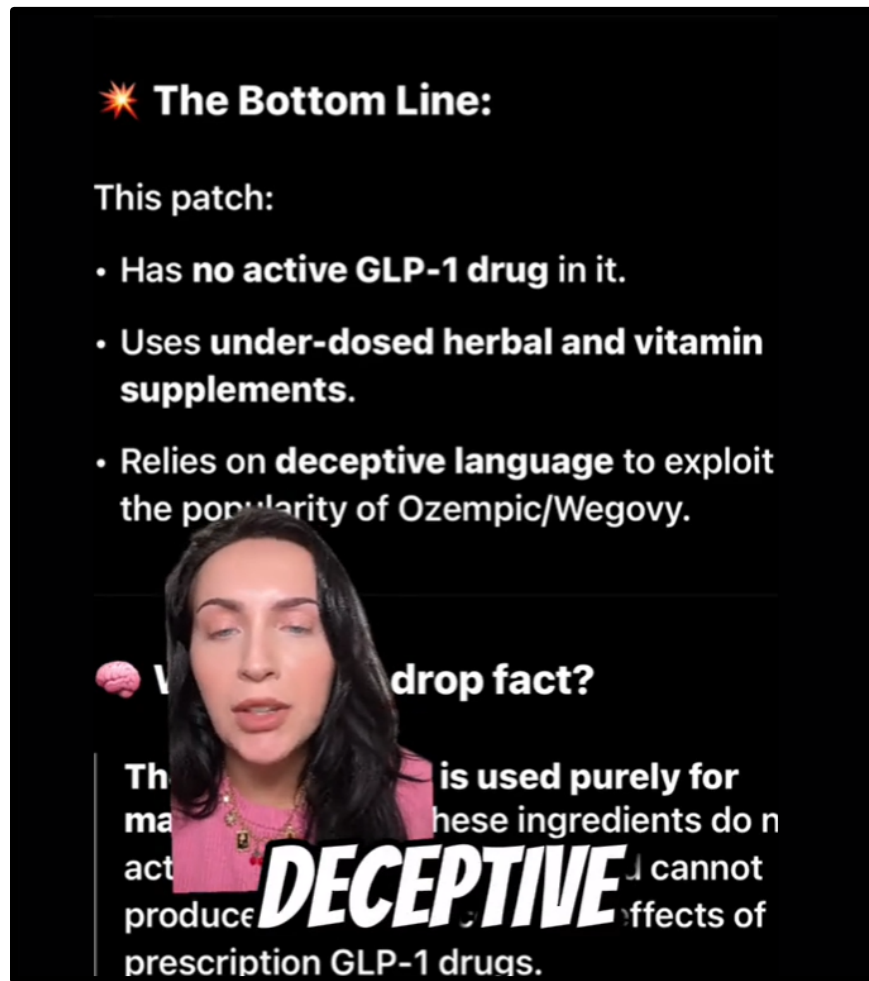
38. One influencer on TikTok, whom Defendant contacted to promote the GLP-1 Patches, declined to do so after she researched the product. She realized that

⁶ <https://www.rollingstone.com/culture/culture-features/glp1-patches-influencers-ozempic-1235403902/>

⁷ <https://www.thehealthy.com/weight-loss/do-glp-1-patches-work-an-expert-doctor-weighs-in-with-the-verdict/>

⁸ <https://www.mediamatters.org/tiktok/unregulated-glp-1-patches-are-exploding-tiktok-shop>

the dosages of the ingredients in the Kind Patches did not “come close” to the amounts that were used in the clinical studies that Defendant references.⁹



39. As a result of Defendant’s false and misleading statements, users of the GLP-1 Patches pay a premium for what they believe is a product that has a meaningful and sustained impact on hunger and satiety, similar to actual GLP-1 agonist medications.

40. Additionally, Defendant’s efforts to change the name of the product from “GLP-1 Patches” to “Berberine Patches” is not enough to mitigate future deception,

⁹ <https://www.tiktok.com/@bishuwish/video/7519936092943011103>

as Defendant maintains active social media ads calling the products “GLP-1 Patches.” As of October 31, 2025, this ad—and tens of others referencing GLP-1—was still active on Meta platforms:



41. Defendant’s false and misleading statements caused Plaintiff and

members of the proposed classes to pay a price premium for the GLP-1 Patches. Had Plaintiff known the truth, Plaintiff would not have purchased the GLP-1 Patches or would have paid significantly less.

42. Accordingly, Plaintiff seeks monetary and injunctive relief against Defendant under New York General Business Law (“GBL”) §§ 349 & 350 on behalf of a proposed New York class, and common law unjust enrichment on behalf of a proposed Nationwide class.

THE PARTIES

43. Plaintiff Maria Alaimo is a resident of Staten Island, New York. Plaintiff reasonably relied on Defendant’s false and misleading advertisements when she purchased the GLP-1 Patches, which were ineffective. Had Plaintiff known the GLP-1 Patches were not comparable to actual GLP-1 medications, she would not have purchased the GLP-1 Patches or would have paid less for them.

44. Defendant Kind Patches Limited is a company registered in England and Wales with its registered office address in Berkhamsted, United Kingdom.

JURISDICTION AND VENUE

45. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs; more than 100 class members are involved; and many members of the proposed Classes are citizens of different states than the Defendant.

46. This Court has personal jurisdiction over Defendant because it purposefully directed its activities to this District, committed the tortious acts alleged

herein in New York, regularly conducts business in this District, and has extensive contacts with this forum.

47. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this District and Defendant transacts substantial business in this District.

CLASS ACTION ALLEGATIONS

48. Plaintiff brings this action on behalf of herself and on behalf of the following proposed Nationwide Class, initially defined as follows:

All individuals in the United States who purchased the GLP-1 Patches within the relevant limitations period, and/or such subclasses as the Court may deem appropriate.

49. Plaintiff also brings this action on behalf of herself and on behalf of the following proposed New York Class, initially defined as follows:

All individuals in New York who purchased the GLP-1 Patches within the relevant limitations period, and/or such subclasses as the Court may deem appropriate.

50. Excluded from the proposed Classes are Defendant, its, parents, subsidiaries, affiliates, officers, and directors, and any entity in which Defendant has a controlling interest.

51. Plaintiff reserves the right to re-define any of the class definitions prior to class certification and after having the opportunity to conduct discovery.

52. The claims of all class members derive directly from a single course of conduct by the Defendant. Defendant has engaged and continues to engage in uniform and standardized conduct toward the putative class members. Defendant does not differentiate, in degree of care or candor, in its actions or inactions, or the

content of its statements or omissions, among individual class members.

53. Certification of Plaintiff's claims is appropriate because Plaintiff can prove the elements of Plaintiff's claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

54. Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff's own behalf and on behalf of all other individuals similarly situated under Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

55. Specifically, this action has been properly brought and may properly be maintained as a class action under Rule 23(a)(1-4), Rule 23(b)(1), (2), or (3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure.

56. **Numerosity** (Fed. R. Civ. P. 23(a)(1)). The members of the proposed Classes are each so numerous that their individual joinder would be impracticable. While the exact number is not known at this time, it is generally ascertainable by appropriate discovery, and it is believed each Class includes many tens of thousands of members. The precise number of class members, and their addresses, are unknown to Plaintiff at this time but can be ascertained from Defendant's records.

57. **Ascertainability.** The Classes are ascertainable because their members can be readily identified using business records, and other information kept by Defendant in the usual course of business and within their control or Plaintiff and

the Classes themselves. Plaintiff anticipates providing appropriate notice to the Classes to be approved by the Court after class certification, or pursuant to court order.

58. **Commonality and Predominance** (Fed. R. Civ. P. 23(a)(2); 23(b)(3)). Common questions of law and fact exist as to all class members. These questions predominate over the questions affecting only individual class members. The common legal and factual questions include, without limitation:

- (a) Whether Defendant engaged in the conduct alleged in this Complaint;
- (b) Whether Defendant violated the applicable statutes alleged herein;
- (c) Whether Plaintiff and the class members are injured and harmed directly by Defendant's conduct;
- (d) Whether Plaintiff and the class members are entitled to damages due to Defendant's conduct as alleged in this Complaint, and if so, in what amounts; and
- (e) Whether Plaintiff and the class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief as requested in this Complaint
- (f) Whether Plaintiff and the Classes are entitled to actual, compensatory, nominal, statutory, enhanced, and/or punitive damages;
- (g) Whether Plaintiff and the Classes are entitled to injunctive, declaratory relief, or other equitable relief;
- (h) Whether Plaintiff and the Classes are entitled to civil penalties;

- (i) Whether Plaintiff and the Classes are entitled to reasonable attorneys' fees and costs.

59. **Typicality of Claims (Fed. R. Civ. P. 23(a)(3)).** The claims of Plaintiff and the putative class members are based on the same legal theories and arise from the same unlawful and willful conduct of Defendant, resulting in the same injury to Plaintiff and the putative class members. Plaintiff and all class members are similarly affected by Defendant's wrongful conduct, were damaged in the same way, and seek the same relief. Plaintiff's interests coincide with, and are not antagonistic to, those of the other class members. Plaintiff has been damaged by the same wrongdoing set forth in this Complaint.

60. **Adequacy of Representation (Fed. R. Civ. P. 23(a)(4)).** Plaintiff is an adequate representative of the Classes because her interests do not conflict with the interests of the class members, and she has retained counsel competent and experienced in complex class action, business competition, health care and consumer litigation. Plaintiff and her counsel will fairly and adequately protect the interest of the class members.

61. **Superiority of a Class Action (Fed. R. Civ. P. 23(b)(3)).** A class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and class members. There is no special interest in class members individually controlling the prosecution of separate actions. The damages suffered by individual class members, while significant, are small given the burden and expense of individual prosecution of the complex and extensive litigation

necessitated by Defendant's conduct. Further, it would be virtually impossible for the class members individually to redress effectively the wrongs done to them. And, even if class members themselves could afford such individual litigation; the court system could not, given the tens or even hundreds of thousands of cases that would need to be filed. Individualized litigation would also present a potential for inconsistent or contradictory judgments. Individualized litigation would increase the delay and expense to all parties and the court system, given the complex legal and factual issues involved. 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.

62. Risk of Inconsistent or Dispositive Adjudications and the Appropriateness of Final Injunctive or Declaratory Relief (Fed. R. Civ. P. 23(b)(1) and (2)). In the alternative, this action may properly be maintained as a class action, because:

- (a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudication with respect to individual class members, which would establish incompatible standards of conduct for Defendant; or
- (b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or

- impede their ability to protect their interests; or
- (c) Defendant has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Classes as a whole.

FIRST CAUSE OF ACTION

Violations of New York Gen. Bus. Law § 349 (On Behalf of Plaintiff and the New York Class)

63. Plaintiff Alaimo incorporates by reference all allegations in this Complaint and restate them as if fully set forth herein.

64. NY GBL § 349 declares unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state.”

65. NY GBL § 349 applies to Plaintiff and the New York Class because the State of New York has a strong interest in protecting its residents from false advertising and deceptive business practices by companies marketing consumer goods within the state.

66. Any person who has been injured by reason of any violation of NY GBL § 349 may bring an action in his or her own name to enjoin such unlawful acts or practices, an action to recover their actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not exceeding three times the actual damages, in addition to one thousand dollars per violation, if the court finds that the Defendant willfully or knowingly violated this section. The court may award reasonable attorneys’ fees to a

prevailing plaintiff.

67. As alleged herein, Defendant's advertisements and promotion of the GLP-1-Patches are materially misleading and deceptive within the meaning of NY GBL § 349.

68. Defendant's acts and practices deceived Alaimo and the New York Class. Plaintiff and the New York Class reasonably relied on these representations and believed they were purchasing a product that would be effective like GLP-1 agonists for weight loss. In truth, the GLP-1 Patches cannot provide the advertised benefits.

69. Plaintiff Alaimo and the New York Class did not receive the benefit of their bargain. They paid a price premium for products falsely marketed as being a natural equivalent to GLP-1 agonists medications such as Ozempic and Wegovy. The GLP-1 Patches are not capable of delivering on the promises Defendant makes.

70. Defendant disseminated these false and misleading statements throughout New York, which were known, or should have been known through reasonable care, to be untrue and misleading to consumers, including Plaintiff Alaimo and the New York Class.

71. Plaintiff Alaimo and the New York Class have been injured by Defendant's deceptive acts or practice, suffering an ascertainable loss by paying more for a product than they otherwise would have but for the false advertising.

72. Plaintiff Alaimo and the New York Class have no adequate remedy at law.

73. Defendant's conduct has caused and continues to cause immediate and

irreparable injury to Plaintiff Alaimo and the New York Class and will continue to mislead consumers unless enjoined by this Court.

SECOND CAUSE OF ACTION

Violations of New York Gen. Bus. Law § 350 (On Behalf of Plaintiff Alaimo and the New York Class)

74. Plaintiff Alaimo incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

75. By reason of the acts set forth above, Defendant has been and is engaged in consumer-oriented advertising and marketing against Plaintiff Alaimo and class members located in New York, engaging in business conduct that is false and misleading in material respects, in violation of NY GBL § 350, which provides, in part, that “[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.”

76. Defendant caused statements that were untrue or misleading, and which they knew to be untrue or misleading, to be disseminated throughout New York State and elsewhere, through advertising, marketing, and other publications.

77. Defendant’s misrepresentations were material and substantially uniform in content, presentation, and impact upon consumers at large. Consumers were and continue to be exposed to Defendant’s material misrepresentations.

78. Plaintiff Alaimo and the New York Class have been injured by Defendant’s deceptive acts or practices.

79. Plaintiff Alaimo and the New York Class have no adequate remedy at law.

80. Defendant's conduct has caused and is causing immediate and irreparable injury to Plaintiff Alaimo and the New York Class and will continue to damage both Plaintiff Alaimo and the New York Class and deceive the public unless enjoined by this Court.

81. Pursuant to NY GBL § 350-e, Plaintiff Alaimo and the New York Class seek monetary damages (including actual damages or \$500, whichever is greater, and minimum, punitive, or treble and/or statutory damages pursuant to NY GBL § 350 a(1)), injunctive relief, restitution, and disgorgement of all monies obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

82. Defendant's conduct has also substantially injured the public, as consumers across New York were exposed to and relied upon Defendant's false advertising in deciding to purchase the GLP-1 Patches. Plaintiff and the New York Class reasonably relied on these representations and believed they were purchasing a product that would be effective like GLP-1 agonists for weight loss. In truth, the GLP-1 Patches cannot provide the advertised benefits.

83. Plaintiff Alaimo and the New York Class did not receive the benefit of their bargain. They paid a price premium for products falsely marketed as being a natural equivalent to GLP-1 agonists medications such as Ozempic and Wegovy. The GLP-1 Patches are not capable of delivering on the promises Defendant makes.

84. The widespread deception not only caused financial harm to consumers but also promoted misleading narratives about natural supplements' ability to replace scientifically proven methods of increasing GLP-1—methods which are

critical for managing weight loss and type-2 diabetes.

85. Defendant's conduct thus caused real-world harm and poses an ongoing risk of further injury if not enjoined.

THIRD CAUSE OF ACTION

Unjust Enrichment (On Behalf of Plaintiff and All Classes)

86. Plaintiff incorporates by reference all allegations in this Complaint and restate them as if fully set forth herein.

87. Plaintiff and the Classes conferred a benefit on Defendant in the form of payments for the GLP-1 Patches.

88. Defendant accepted and retained these payments, even though it misrepresented the efficacy of the GLP-1 Patches.

89. It would be unfair for Defendant to keep the money spent without compensating Plaintiff and the Classes because Defendant misled consumers into believing the Patches were effective, when in fact it they are not.

90. Defendant's conduct has therefore caused and is causing immediate and irreparable injury to Plaintiff and the class members and will continue to both damage Plaintiff and the class members and deceive the public unless enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Classes, pray for relief and judgment against Defendant as follows:

A. certifying the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as representatives of the Classes, and designating Plaintiff's counsel as Class Counsel;

B. awarding Plaintiff and the Classes compensatory damages and actual damages, trebled, in an amount exceeding \$5,000,000, to be determined by proof;

C. awarding Plaintiff and the Classes appropriate relief, including actual and statutory damages;

D. awarding Plaintiff and the Classes exemplary and punitive damages;

E. awarding Plaintiff and the Classes civil penalties;

F. granting Plaintiff and the Classes declaratory and equitable relief, including restitution and disgorgement;

G. enjoining Defendant from continuing to engage in the wrongful acts and practices alleged herein;

H. awarding Plaintiff and the Classes the costs of prosecuting this action, including expert witness fees;

I. awarding Plaintiff and the Classes reasonable attorneys' fees and costs as allowable by law;

J. awarding pre-judgment and post-judgment interest; and

K. granting any other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: October 31, 2025

Respectfully submitted,

/s/ Raphael Janove

Raphael Janove

JANOVE PLLC

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New York, NY 10018

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ZIMMERMAN REED LLP

Ryan J. Ellersick (*pro hac vice
forthcoming*)

6420 Wilshire Blvd., Suite 1080

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Email: ryan.ellersick@zimmreed.com

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Maria Alaimo

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

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

Janove PLLC, 500 7th Ave., 8th Fl., New York, NY,
10018; (646) 347-3940

DEFENDANTS

Kind Patches Limited

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

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☒ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☒ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332
Brief description of cause:
Diversity class action bringing NY GBL consumer protection claims

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 10/31/2025 SIGNATURE OF ATTORNEY OF RECORD

/s/ Raphael Janove

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Raphael Janove, counsel for Plaintiff Maria Alaimo, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☒ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you must select Office Code 2.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County? ☐ Yes ☒ No
2. Is the action—not involving real property—being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County? ☐ Yes ☒ No
3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County? ☐ Yes ☒ No
 - b. Do the majority of defendants reside in Nassau or Suffolk County? ☐ Yes ☒ No
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County? ☐ Yes ☒ No
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County? ☐ Yes ☒ No

(Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, of if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☒ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☒ No

I certify the accuracy of all information provided above.

Signature: Raphael Janove

Digitally signed by Raphael Janove
Date: 2025.10.31 11:51:39 -04'00'

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Maria Alaimo

Plaintiff(s)

V.

Kind Patches Limited

Defendant(s)

Civil Action No. 25-cv-6092

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Kind Patches Limited
4 Kitsbury Court
Kitsbury Terrace, Berkhamsted, England
HP4 3EL

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

Raphael Janove
500 7th Ave. 8th Fl.
New York, NY 10018
(646) 347- 3940

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 25-cv-6092

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

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

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

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

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

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: