

2. Jurisdiction and Venue

Jurisdiction and venue are proper in the **Los Angeles Superior Court**, as this Court has jurisdiction over the subject matter of this action pursuant to California law. A substantial part of the events or omissions giving rise to this claim occurred in Los Angeles County, California, where the lead Plaintiff, Steven Fisher, resides, and where Eli Lilly conducts substantial business related to the marketing, distribution, and sale of Zepbound.

3. Parties

A. Plaintiff

Steven Fisher is a resident of Inglewood, California, and was prescribed Zepbound for weight management. Due to the supply shortages of Zepbound, Mr. Fisher has suffered from treatment interruptions, resulting in negative health consequences and emotional distress.

B. Defendant

Eli Lilly and Company is a pharmaceutical corporation headquartered in Indianapolis, Indiana. Eli Lilly is responsible for the development, manufacturing, marketing, and distribution of Zepbound, a therapy used for weight management and other medical conditions. Eli Lilly's failure to ensure an adequate supply of Zepbound is the central issue of this case.

4. Description of the Class

Plaintiff brings this action on behalf of himself, and all others similarly situated (the "Class"). The proposed Class is defined as:

- **All individuals in the United States who were prescribed Zepbound for weight management or other medical conditions and who experienced an interruption or discontinuation of treatment due to supply shortages of Zepbound.**

Excluded from the Class are Defendant, any entity in which Defendant has a controlling interest, and any of Defendant's officers, directors, or employees.

5. Facts Common to the Class

Eli Lilly introduced **Zepbound** as an innovative therapy for weight management and other medical conditions, and patients, including Plaintiff, were prescribed Zepbound with the expectation that it would be supplied regularly and without interruption.

However, beginning in February 2024, Zepbound became widely unavailable due to Eli Lilly's failure to adequately manage its supply chain. Patients who relied on Zepbound, including Plaintiff, were left without access to their prescribed therapy, causing significant health consequences such as:

- Weight gain or failure to manage their condition
- Worsening of underlying medical conditions
- Increased anxiety and stress

Despite Eli Lilly's knowledge of the shortages, the company failed to provide patients or healthcare providers with adequate warnings, alternative treatment options, or guidance on managing the sudden treatment interruptions.

6. Claims

A. Negligence in Supply Chain Management

Defendant Eli Lilly had a duty to exercise reasonable care in managing the supply of Zepbound to ensure it was available to patients as prescribed. Eli Lilly's failure to maintain an adequate supply of Zepbound breached this duty, resulting in harm to Plaintiff and the Class.

B. Failure to Warn

Eli Lilly failed to provide timely and adequate warnings to patients and healthcare providers regarding the risks of treatment interruptions caused by Zepbound shortages. As a result, Plaintiff and the Class were unable to take steps to mitigate the adverse health consequences of the shortages.

C. Breach of Implied Warranty of Fitness for a Particular Purpose

Eli Lilly impliedly warranted that Zepbound was fit for the purpose of managing weight and other medical conditions and that it would be supplied continuously to meet the prescribed treatment regimens. The failure to provide an adequate supply of Zepbound constitutes a breach of this implied warranty, harming Plaintiff and the Class.

D. Emotional and Physical Harm

As a direct result of the Zepbound shortages, Plaintiff and the Class have suffered emotional distress, anxiety, and physical harm, including the exacerbation of their medical conditions due to the interruption in treatment.

E. Strictly Liable

Eli Lilly is strictly liable under product liability laws for the harm caused by its failure to provide an adequate and consistent supply of Zepbound, a necessary product for the health and well-being of the Class.

F. Unjust Enrichment

Eli Lilly has been unjustly enriched by continuing to profit from the sale of Zepbound while failing to fulfill its obligation to ensure an adequate supply. Eli Lilly has collected profits while the Plaintiff and Class members have suffered the adverse consequences of treatment interruptions.

7. Demand for Relief

WHEREFORE, Plaintiff and the Class request judgment against Defendant as follows:

1. **Compensatory Damages** in an amount to be proven at trial, for the physical, emotional, and financial harm caused by the Zepbound supply shortages.
2. **Non-Economic Damages** for emotional distress and psychological harm suffered by Plaintiff and the Class members.
3. **Punitive Damages** to punish Eli Lilly for its reckless conduct in managing the Zepbound supply chain.
4. **Injunctive Relief** requiring Eli Lilly to take immediate corrective action to resolve the Zepbound supply shortages and to provide treatment alternatives or compensation for affected patients.
5. **Attorneys' Fees and Costs** as allowable by law, if Plaintiff secures representation.
6. **Any other relief** that the Court deems just and proper.



Plaintiff

Dated this 10th day of October 2024

STEVEN FISHER

Plaintiff, Acting on his own behalf

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Zepbound Lawsuit Filed Against Eli Lilly Over Supply Shortages](#)
