

June 11, 2025

**VIA FEDERAL EXPRESS**

Hon. Michael J. Blee  
Acting Administrative Director  
Administrative Office of the Courts  
of the State of New Jersey  
Richard J. Hughes Justice Complex  
25 W. Market St.  
Trenton, New Jersey 08625

**Re: Request for Multi-County Litigation Designation of GLP-1 RA Cases**

Dear Judge Blee:

Please accept this letter on behalf of 15 of the 39 Plaintiffs who have cases filed in Middlesex County, involving injuries caused by their use of glucagon-like peptide-1 receptor agonist ("GLP-1 RA") medications manufactured by pharmaceutical companies including New Jersey-headquartered Novo Nordisk, Inc. These Plaintiffs now seek designation of their cases for centralized management by Judge Bruce J. Kaplan in the Superior Court of New Jersey, Middlesex County vicinage.<sup>1</sup> Plaintiffs make this request pursuant to New Jersey Rule 4:38A and codified thereunder in Directive 02-19: Multicounty Litigation Guidelines and Criteria for Designation ("Guidelines").<sup>2</sup> They anticipate the total number of cases that will be subject to this Court's petition order, if granted, will likely exceed five hundred.

As set forth herein, centralized management of GLP-1 RA cases is warranted and consistent with the Guidelines. Plaintiffs' cases involve claims with common issues of law and fact involving a single class of products. Thus, centralization will allow for the conservation of judicial resources and will curtail, if not eliminate, duplicative and inconsistent rulings that are inevitable if Plaintiffs' cases remain before multiple New Jersey state courts. Centralization will also allow for coordinated discovery, particularly advantageous where, as here, Plaintiffs' cases involve claims with a high degree of commonality of injury or damages. Plaintiffs' cases involve a large number of parties with geographical dispersal across several states. There is little to no risk that centralization will cause delay or prejudice. In short, centralization is fair and convenient to all parties, counsel, and witnesses, and this petition should be approved.

<sup>1</sup> A list of currently pending cases is attached hereto as Exhibit A.

<sup>2</sup> Per the Guidelines, Plaintiffs will provide the required notice of this petition for centralized management to all parties. Further, Plaintiffs move that if this petition is granted, the Court also orders that all subsequent related actions filed in counties other than the vicinage chosen by the Court be transferred without further application.



## **I. Summary of the Case**

Plaintiffs are 39 residents from states across the country who have filed civil actions for similar gastroparesis and/or ileus injuries caused by their use of GLP-1 RA medications. GLP-1 RA medications are a class of prescription drugs designed to stimulate insulin production and reduce glucose production and prescribed to control blood sugar in adults with type 2 diabetes, reduce cardiac risk, and/or aid in chronic weight management. Each Plaintiff claims injuries under the New Jersey Products Liability Act, N.J.S.A. 2A:58C-1 *et seq.* ("NJPLA"); N.J.S.A. 12A:2-313; and the Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.* Specifically, they assert claims for grievous injuries as a direct and proximate result of their use of GLP-1 RA medications, including gastroparesis and/or ileus.

Defendants are manufacturers of the GLP-1 RA medications Ozempic, Rybelsus, Victoza, and Wegovy. Novo Nordisk Inc. is a Delaware corporation with a principal place of business at 800 Scudders Mill Road, Plainsboro, New Jersey. Novo Nordisk A/S is a public limited liability corporation organized under the laws of Denmark with a principal place of business in Bagsværd, Denmark. All Defendants qualify as manufacturers/product sellers of GLP-1 RA medications under the NJPLA as set forth and defined in full in the complaints. All Defendants were or are doing business in the State of New Jersey.

## **II. Centralized Management of these Cases is Warranted Under the Guidelines.**

As set forth in the Guidelines, mass tort designation (multicounty litigation ("MCL")) is warranted when a litigation involves a large number of parties; many claims with common, recurrent issues of law and fact that are associated with a single product; the parties are geographically dispersed; and there is a high degree of remoteness between court and actual decision makers in the litigation; among other considerations. This litigation meets the above criteria.

Moreover, other courts have effectuated centralized management of GLP-1 RA cases. *See* Transfer Order, *In re: Glucagon-Like Peptide-1 Receptor Agonists (GLP-1 RAS) Products Liability Litigation*, MDL No. 3094 (United States Judicial Panel on Multidistrict Litigation February 2, 2024) ("[T]he actions ... involve common questions of fact, and [] centralization ... will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation.").

### **A. The Plaintiffs' Pleadings Present Common Issues of Liability**

All pending GLP-1 RA litigation cases involve three types of claims with common, recurrent issues of law and fact that are associated with the class of drugs known as GLP-1 receptor agonists (GLP-1 RAs). Plaintiffs bring these claims against Novo Nordisk Inc. and Novo Nordisk A/S, for their failure to warn Plaintiffs and their prescribing physicians that their class of drugs, GLP-1RAs, gastroparesis and/or ileus.



### **1. The Products at Issue are Effectively Identical**

Defendants' GLP-1 RAs, Ozempic, Rybelsus, Victoza, and Wegovy, are treated as a class of drugs by the FDA and share effectively identical mechanism of action, physiologic effects, and chemical structure. Various active ingredients fall within the GLP-1 class of drugs, including semaglutide (marketed by Novo Nordisk as Ozempic, Wegovy, and Rybelsus) and liraglutide (marketed by Novo Nordisk as Victoza). All GLP-1 RAs, regardless of their active ingredients, mimic the hormone glucagon-like peptide—a gut hormone that activates the GLP-1 receptor in the pancreas—in order to stimulate the release of insulin and reduce glucose production. GLP-1 RAs also slow gastric emptying and intestinal motility, causing gastroparesis and ileus.

### **2. There is a High Degree of Commonality of Injury among the Plaintiffs**

Each of the 39 Plaintiffs was prescribed and used at least one of Defendants' GLP-1 RAs, Ozempic, Rybelsus, Victoza, and/or Wegovy, and, as a result, have suffered gastroparesis and/or ileus. Gastroparesis and ileus have similar sequelae such as debilitating nausea, severe vomiting, abdominal pain, constipation, or diarrhea, that Plaintiffs here have suffered. The risk of gastroparesis and ileus are common to the entire class of drugs. While Defendants acknowledge that gastrointestinal events are well known side effects of the GLP-1 RAs, they did not adequately warn of the risk of gastroparesis, ileus, or their sequelae.

Each Plaintiff and their physicians were informed that these GLP-1 RAs were safe and effective to use as an adjunct to diet and exercise in adults with type 2 diabetes or overweight adults with at least one-related comorbid condition. Each Plaintiff was exposed to largely the same labeling and warnings or lack thereof, which Plaintiffs allege to be inadequate. Each Plaintiff relied upon representations and/or warranties made by the Defendants regarding the safety and efficacy of Ozempic, Rybelsus, Victoza, and Wegovy and thus took Defendants' GLP-1 RAs, which caused gastroparesis and/or ileus.

In light of the commonalities of Plaintiffs' injuries and the drugs that caused them, there is value interdependence between Plaintiffs' claims.

### **3. The Plaintiff's Claims Involve Recurrent Issues of Fact**

The 39 Plaintiffs allege that manufacturers, marketers, distributors, and sellers of Ozempic, Rybelsus, Victoza, and Wegovy had knowledge of the dangerous propensity of their GLP-1 RAs and misrepresented and omitted material information about the safety, risks, and efficacy of these GLP-1 RAs in the interest of increasing profits. Every Plaintiff in each of the 39 cases pending before the New Jersey Superior Court has brought claims for violation of the New Jersey Products Liability Act and the Consumer Fraud Act and a breach of express warranty. These three claims are premised upon Plaintiffs' allegation that the Defendants failed to adequately warn of the dangers of their products and concealed or omitted, or misrepresented material facts about their products. As such, the common issues presented in Plaintiffs' complaints evince significant common issues of facts and law that warrant centralized management.



### **B. The Parties are Numerous and Geographically Disbursed**

As with other multicounty litigations centralized by this Court, the GLP-1 RA litigation involves a large number of parties that are geographically dispersed. The 39 current actions filed in New Jersey involve plaintiffs from a number of different states, including New Jersey, Tennessee, Texas, Kentucky, Louisiana, North Carolina, Kansas, and Ohio. As mentioned above, Defendants have their principal place of business in New Jersey and Denmark, respectively. We submit that this geographical diversity makes centralized management necessary for the efficient handling of this litigation.

### **C. Centralized Management will be Fair and Advantageous to All Parties**

The Guidelines likewise support the granting of an MCL petition where coordinated discovery will advantage the parties; it is fair to the parties, their counsel, and witnesses; and where centralization will not cause delay or prejudice. All are met. Where, as here, there is considerable overlap of facts and law since all Plaintiffs suffered similar injuries gastroparesis and/or ileus, from use of GLP-1 RA medications, it is self-evident that general discovery will be markedly similar, if not identical. To have that discovery centrally managed will absolutely advantage the parties. This coordination of general discovery will also prevent undue delay or prejudice that could result from disparate rulings if the MCL petition is not granted, and these cases proceed in courtrooms throughout New Jersey. Defendants have expressed that they will seek to dismiss recently filed cases. Without a centralized process, staggered motions will result in inconsistent rulings on nearly identical motions and facts. The same is also likely for motions to exclude experts and summary judgment motions, given the complexity of the medical, scientific, and legal issues in these cases.

### **D. Centralized Management of These Cases in the Superior Court of New Jersey for Middlesex County is Proper**

It is within the Supreme Court's discretion to choose the proper vicinage for centralized management of this multi-county litigation. Issues of fairness, geographical location of the parties and attorneys, and the existing civil and mass tort caseload in the vicinage will be considered in determining which vicinage a particular mass tort will be assigned to for centralized management. We respectfully submit that the Superior Court of Middlesex County is the proper venue.

All of Plaintiffs' GLP-1 RA cases are currently pending in Middlesex County. Thus, Middlesex County is the most practicable venue for establishing an MCL, with GLP-1 RA cases ready to proceed. Importantly, Defendant Novo Nordisk Inc.'s principal office is located within Middlesex County. Middlesex County is one of the vicinages where centrally managed mass tort cases have previously been located, so the County has institutional experience in handling complex mass tort centralizations. Moreover, Middlesex County is located in the center of New Jersey where the state's major transportation systems converge, and near several international airports (*e.g.*, Newark, LaGuardia, John F. Kennedy, and Philadelphia).

Presently, per the Court's website, <http://www.judiciary.state.nj.us/mass-tort/index.html>, there are only 4 multicounty litigations centralized in Middlesex County Superior Court. In



contrast, Bergen County has 10 multicounty litigations pending and Atlantic County has 8 active multicounty litigations.

We also request that a centralized GLP-1 RA MCL be assigned to Judge Bruce J. Kaplan in the Middlesex County Superior Court. Judge Kaplan currently oversees several of Plaintiffs' GLP-1 RA cases. It is both logical and fair to the litigants for these cases to remain in Middlesex County before Judge Kaplan. Judge Kaplan has familiarity with the cases and can provide continuity to an MCL. Further, Judge Kaplan is highly qualified and has extensive experience with MCL litigations. A former prosecutor, Judge Kaplan was appointed to the bench in 2014. In 2021, he took over management responsibility for several multicounty litigations in Middlesex County. With many of those litigations successfully resolved, Judge Kaplan currently manages three MCL litigations: Fosamax, Taxotere/Docetaxel, and Zostavax.

#### **E. Time and Resources will be Conserved by Centralized Management of these Cases**

Due to the factual overlap involving each GLP-1 RA product and the injuries the Plaintiffs allege, there is no question that having a single court overseeing these cases will conserve valuable judicial resources, particularly as the volume of cases increases. Doing so will also facilitate the overlapping Guidelines factor that an MCL avoids duplicative - or even worse - inconsistent rulings that could result if multiple orders are issued in separate, uncoordinated cases. *See* Guidelines at 2 (MCL management is appropriate where there is a risk of "duplicative and inconsistent rulings, orders, or judgments if the cases are not managed in a coordinated fashion."). Such risk is particularly likely in these cases where there is a high degree of commonality of injuries and damages between the Plaintiffs, involving effectively identical products, GLP-1 RA medications, and where the applicable law is largely the same. Not only does this commonality support the granting of this petition because of genuine concerns about inconsistent rulings, but it also stands as an independent reason under the Guidelines on its own. *See* Guidelines at 2 (a factor to be considered is whether the cases "involve[] many claims with common, recurrent issues of law and fact that are associated with a single product .... " and where there is a "high degree of commonality of injury or damages among plaintiffs).

Further, there is a high degree of remoteness between the court and actual decision makers in the litigation due to the many layers of counsel representing Defendants and the additional attorneys and law firms from across the country who will represent Plaintiffs as the volume of GLP-1 RA cases increases. Centralization will help streamline the litigation across multiple parties and counsel.

#### **F. These Cases Require Specialized Expertise and Case Processing**

Given the complex medical, scientific, and legal concepts at issue in these cases, the parties require specialized expertise and case processing provided through a dedicated MCL judge and staff. This need is compounded by the expected future filings of GLP-1 RA cases in New Jersey. Accordingly, we anticipate taking the depositions of prescribing physicians, treating physicians, third-party witnesses throughout the state of New Jersey, and potentially beyond, and current and

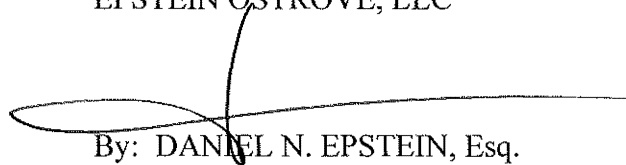


former employees of Defendants who worked on these GLP-1 RAs, whose U.S. headquarters are within the County in which Judge Kaplan sits. It would be exceedingly difficult to informally coordinate the timing and scope of this discovery across numerous cases in different stages of litigation.

### **III. Conclusion**

For the foregoing reasons, the undersigned respectfully moves that the GLP-1 RA litigation be designated as an MCL in the Superior Court of New Jersey, Middlesex County vicinage, before Judge Bruce Kaplan, pursuant to New Jersey Rule 4:38 A and in compliance with the Directive 02-19.

Respectfully,  
EPSTEIN OSTROVE, LLC

A handwritten signature in black ink, appearing to read "Daniel N. Epstein", is written over the printed name. The signature is fluid and cursive, with a large loop at the end.

By: DANIEL N. EPSTEIN, Esq.

DNE/lm



### Exhibit A

Plaintiff Name & Residence	Case Number	County Filed	Date Filed	Plaintiff's Injuries	Plaintiff's Attorney(s)	Causes of Action	Medications
Sussman, Renee New Jersey	MID-L-003516-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including severe abdominal pain, constant nausea, severe vomiting, and hospitalization	Morgan & Morgan  Cohen Placitella & Roth	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Milligan, Stacey New Jersey	MID-L-003515-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating abdominal pain, debilitating nausea and vomiting, debilitating diarrhea and constipation, and requiring emergency medical treatment	Morgan & Morgan  Cohen Placitella & Roth	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Gittleman, Abraham	MID-L-003514-25	Middlesex	6/10/2025	Gastroparesis and its	Morgan & Morgan	New Jersey Products Liability	Ozempic

New Jersey				sequelae, including severe abdominal pain, constant nausea, severe vomiting, and severe diarrhea	Cohen Placitella & Roth	Act ("NJPLA") Breach of Express Warranty Consumer Fraud Act	
Mendez, Mark New Jersey	MID-L-003513-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating abdominal pain, debilitating nausea and vomiting, debilitating diarrhea and constipation, and requiring emergency medical treatment and hospitalization	Morgan & Morgan  Cohen Placitella & Roth	New Jersey Products Liability Act ("NJPLA") Breach of Express Warranty Consumer Fraud Act	Ozempic
Ryan, Michael New Jersey	MID-L-003507-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating nausea and vomiting	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA") Breach of Express Warranty	Ozempic



						Consumer Fraud Act	
Gonzalez, Dylee  New Jersey	MID-L-003504-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating nausea and vomiting, and requiring emergency medical treatment	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Owens, Keely  New Jersey	MID-L-003489-25	Middlesex	6/10/2025	Ileus, intestinal obstruction, and their sequelae, including severe abdominal pain, constipation, nausea, and vomiting	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Victoza
Lemos, Gloria  New Jersey	MID-L-003487-25	Middlesex	6/10/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating abdominal pain, debilitating	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

				constipation, debilitation nausea and vomiting, and requiring emergency medical treatment and hospitalization			
Jonson, Keith New Jersey	MID-L-003486-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating nausea, vomiting, and diarrhea	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Johnson, Darius New Jersey	MID-L-003484-25	Middlesex	6/10/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating and severe nausea, vomiting, and abdominal pain requiring emergency medical treatment and hospitalization	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

Green, James New Jersey	MID-L-003483-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating nausea and vomiting requiring emergency medical treatment and hospitalization	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Graham, Debra New Jersey	MID-L-003482-25	Middlesex	6/10/2025	Gastroparesis and its sequelae, including debilitating nausea, severe vomiting, and severe diarrhea	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Rybelsus
Brennan, Debra New Jersey	MID-L-003481-25	Middlesex	6/10/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating nausea, severe vomiting, severe diarrhea, severe abdominal	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

				pain, and requiring emergency medical treatment and hospitalization			
Banach, Linda New Jersey	MID-L-003479-25	Middlesex	6/10/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating nausea, severe constipation, severe abdominal pain, and requiring emergency medical treatment and hospitalization		New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Jones, Lana Texas	MID-L-003306-25	Middlesex	6/2/2025	Gastroparesis and its sequelae, including debilitating nausea, debilitating diarrhea, and debilitating abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

Torres, Erika Texas	MID-L-0033005-25	Middlesex	6/2/2025	Gastroparesis and its sequelae, including debilitating nausea, debilitating diarrhea, and debilitating abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Allcock, Reta Texas	MID-L-003304-25	Middlesex	6/2/2025	Gastroparesis and its sequelae, including debilitating nausea and vomiting	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic and Victoza
Jackson, Patricia Tennessee	MID-L-003004-25	Middlesex	5/19/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating nausea, severe vomiting, severe diarrhea, and severe abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

Brown, Malinda Kentucky	MID-L-003003-25	Middlesex	5/19/2025	Gastroparesis and its sequelae, including debilitating nausea, vomiting, diarrhea, severe constipation and abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Durham, Linda Kentucky	MID-L-003002-25	Middlesex	5/19/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating nausea, severe vomiting, severe diarrhea, and severe abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
McCoy, Nicole Louisiana	MID-L-002731-25	Middlesex	5/7/2025	Gastroparesis and its sequelae, including debilitating nausea, vomiting, and diarrhea	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

Travis, Candy North Carolina	MID-L-002733-25	Middlesex	5/7/2025	Gastroparesis and their sequelae, including severe vomiting and constant nausea	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Salinas, Adolfo Texas	MID-L-002709-25	Middlesex	5/6/2025	Gastroparesis and its sequelae, including severe abdominal pain, debilitating nausea and vomiting, and debilitating constipation	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Spaldo, Debra New Jersey	MID-L-002707-25	Middlesex	5/6/2025	Gastroparesis and its sequelae, including debilitating nausea, debilitating diarrhea, and debilitating abdominal pain	Morgan & Morgan	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Buck, Thomas	MID-L-002412-25	Middlesex	4/22/2025	Gastroparesis and its	Epstein Ostrove	New Jersey Products Liability	Ozempic

Tennessee				sequelae, which resulted in, for example, severe vomiting, nausea, and severe abdominal pain		Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	
Berry, Mary Jane  Kentucky	MID-L-002408-25	Middlesex	4/22/2025	Gastroparesis and its sequelae, including debilitating nausea, severe vomiting, severe diarrhea, severe constipation, and severe abdominal pain	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Duplessis, Luz  Louisiana	MID-L-002404-25	Middlesex	4/22/2025	Gastroparesis and its sequelae, including debilitating abdominal pain, debilitating nausea, and severe vomiting	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic



Davila, Rony Kentucky	MID-L-002402-25	Middlesex	4/22/2025	Gastroparesis and its sequelae, which resulted in, for example, severe vomiting, severe constipation and severe abdominal pain	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Simmons, Edna J. Tennessee	MID-L-002225-25	Middlesex	4/11/2025	Gastroparesis and its sequelae which resulted in debilitating nausea, severe vomiting, severe diarrhea, severe constipation and abdominal pain	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Walker, Jessica Michelle Tennessee	MID-L-002224-25	Middlesex	4/11/2025	Ileus, intestinal obstruction, and their sequelae, including debilitating nausea, severe vomiting,	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty	Ozempic

				severe diarrhea, severe abdominal pain, and requiring emergency medical treatment		Consumer Fraud Act	
Scott, Travis Louisiana	MID-L-002223-25	Middlesex	4/11/2025	Gastroparesis and its sequelae including debilitating nausea, severe vomiting	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Queen, Stephanie Louisiana	MID-L-002222-25	Middlesex	4/11/2025	Gastroparesis and its sequelae, including debilitating nausea, severe vomiting, severe diarrhea, and severe abdominal pain	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Pratt, Brittany Louisiana	MID-L-002217-25	Middlesex	4/11/2025	Gastroparesis and its sequelae, including	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")	Wegovy

				debilitating nausea, debilitating vomiting, debilitating diarrhea, debilitating abdominal pain, and emotional distress		Breach of Express Warranty  Consumer Fraud Act	
Haley, Phillip  Tennessee	MID-L-002216- 25	Middlesex	4/11/2025	Gastroparesis and its sequelae, including debilitating abdominal pain and debilitating vomiting	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Jones, Ruby Kay  Tennessee	MID-L-002215- 25	Middlesex	4/11/2025	Gastroparesis and its sequelae, which resulted in, severe vomiting, severe constipation, and severe abdominal pain	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Rybelsus
Gregory, Audrey	MID-L-002214- 25	Middlesex	4/11/2025	Gastroparesis, and its sequelae,	Epstein Ostrove	New Jersey Products Liability	Ozempic

Ohio				including debilitating nausea, severe vomiting, severe diarrhea, severe constipation, and severe abdominal pain		Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	
Owens, Morgan  Kansas	MID-L-002167-25	Middlesex	4/9/2025	Gastroparesis and its sequelae, which resulted in debilitating nausea, severe vomiting, and emotional distress	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic
Duvall, Dana  Kentucky	MID-L-002165-25	Middlesex	4/9/2025	Gastroparesis and its sequelae, including debilitating nausea, severe vomiting, severe diarrhea, severe constipation, severe abdominal pain, and	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic

				emotional distress			
Gibson, James North Carolina	MID-L-002168-25	Middlesex	4/9/2025	Gastroparesis and its sequelae, including debilitating nausea, debilitating vomiting, debilitating diarrhea, debilitating abdominal pain, and emotional distress	Epstein Ostrove	New Jersey Products Liability Act ("NJPLA")  Breach of Express Warranty  Consumer Fraud Act	Ozempic