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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 Steven Fisher, individually and on behalf of all) Case No.:
11 others similarly situated (collectively, "Plaintiffs")) CLASS ACTION COMPLAINT FOR GENERAL
12) NEGLIGENCE
13 Plaintiff,)
14 vs.) 1. PERSONAL INJURY
15 Eli Lilly and Company,) 2. NEGLIGENCE
16 Defendant(s)) 3. STRICT LIABILITY
) 4. BREACH
) 5. UNJUST ENRICHMENT

17
18 **CLASS ACTION COMPLAINT FOR GENERAL NEGLIGENCE**

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20 **1. Introduction**

21 This class action arises out of Eli Lilly's failure to maintain an adequate supply of Zepbound, an
22 innovative therapy prescribed for weight management and other medical conditions. As a result of Eli
23 Lilly's severe supply chain issues, patients who were prescribed Zepbound have experienced significant
24 interruptions in their treatment, leading to harmful health effects, financial burdens, and emotional
25 distress. Plaintiffs seek damages for these adverse outcomes and other relief as described below.

1 **2. Jurisdiction and Venue**

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

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8 **3. Parties**

9 **A. Plaintiff**

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

13 **B. Defendant**

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

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19 **4. Description of the Class**

20 Plaintiff brings this action on behalf of himself, and all others similarly situated (the "Class").

21 The proposed Class is defined as:

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

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

1 **5. Facts Common to the Class**

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

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

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

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

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15 **6. Claims**

16 **A. Negligence in Supply Chain Management**

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

20 **B. Failure to Warn**

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

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

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

1 **D. Emotional and Physical Harm**

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

5 **E. Strictly Liable**

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

9 **F. Unjust Enrichment**

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

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14 **7. Demand for Relief**

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

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

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27 _____

28 Plaintiff

Dated this 10th day of October 2024

STEVEN FISHER

Plaintiff, Acting on his own behalf

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Inglewood, CA 90305