

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, TAMPA DIVISION

Novo Nordisk A/S et al. v. Infinity Medical Institute, LLC

Novo Nordisk · No. 8:24-cv-02123-SDM-CPT · Decided December 23, 2025

SUMMARY

The United States District Court for the Middle District of Florida grants Novo Nordisk A/S and Novo Nordisk, Inc.’s renewed motion for default judgment against Infinity Medical Institute, LLC. The court finds that Infinity’s advertising of compounded semaglutide was misleading under the Lanham Act and applicable Florida law, and that the plaintiffs established consumer deception, materiality, interstate commerce, and injury. The court enters injunctive relief, orders an accounting of profits, and directs the plaintiffs to seek damages and additional monetary relief.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Tampa Division
WRITING FOR THE COURT	Steven D. Merryday
JURISDICTION	United States District Court for the Middle District of Florida, Tampa Division
DECIDED	December 23, 2025
DOCKET	8:24-cv-02123-SDM-CPT
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for default judgment after the defendant failed to answer or otherwise appear and the clerk entered default.
STANDARD OF REVIEW	On a motion for default judgment, the court accepts well-pleaded factual allegations as true, but not legal conclusions, and determines whether the complaint establishes a sufficient basis for judgment and states a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Novo Nordisk A/S, Novo Nordisk, Inc. v. Infinity Medical Institute, LLC

TOPICS

trademark infringement

deceptive trade practices

default judgment

injunctions

civil procedure

PRACTICE AREAS

trademark law

consumer protection

commercial litigation

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the plaintiffs were entitled to default judgment on their Lanham Act false- and misleading-advertising claims.
2. Whether the plaintiffs' evidence established actual consumer deception where the advertisements were misleading but not literally false.
3. Whether the plaintiffs' state-law unfair-competition and deceptive-practices claims were governed by the same standards as the Lanham Act claims.
4. What injunctive and accounting relief should be entered against the defaulting defendant.

HOLDINGS

1. Default judgment was warranted because the complaint alleged sufficient facts to establish claims under Section 43(a)(1)(B) of the Lanham Act and the defendant's default admitted the well-pleaded factual allegations.
2. The plaintiffs established actual consumer deception through a consumer survey and supporting FDA evidence, satisfying the evidentiary requirement for misleading, as opposed to literally false, advertising.
3. The alleged representations concerning FDA approval, clinical testing, and equivalence to branded medications were material because they concerned inherent qualities or characteristics of the advertised drug.
4. The plaintiffs' state-law unfair-competition and deceptive-practices claims were subject to the same substantive standards as the Lanham Act claims.
5. Advertising semaglutide on a public website satisfied the Lanham Act's in-commerce requirement.

KEY QUOTATIONS

“Because each of the advertisements is misleading, the plaintiffs must advance proof of actual consumer deception.” (at 6)

“The plaintiffs’ motion (Doc. 18) for default judgment on each count is GRANTED.” (at 6)

FACTUAL BACKGROUND

Infinity advertised compounded semaglutide on a public website using statements concerning FDA approval, patient success, weight loss, and alternatives to Ozempic, Wegovy, and Rybelsus. The court found that all four statements were misleading, although none was literally false, because the advertising suggested that compounded semaglutide was generic, FDA-approved, clinically studied, or equivalent to Novo Nordisk's

branded drugs. Novo Nordisk submitted a consumer survey and an FDA warning letter supporting actual consumer deception, and alleged injury through consumer diversion and reputational harm.

PROCEDURAL HISTORY

Novo Nordisk A/S and Novo Nordisk, Inc. sued Infinity Medical Institute, LLC for false and misleading advertising and unfair competition. After Infinity was served but failed to appear, the clerk entered default. The court denied the plaintiffs' first motion for default judgment because the plaintiffs had not advanced proof of actual consumer deception, then granted their renewed motion based on a consumer survey and other evidence.

DISPOSITION

other

CASES CITED

- In re Lorenzo, 606 F. App'x 548, 553 (11th Cir. 2015)
- Cotton v. Mass. Mut. Life Ins. Co., 402 F.3d 1267, 1278 (11th Cir. 2005)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Hickson Corp. v. N. Crossarm Co., 357 F.3d 1256, 1260-61 (11th Cir. 2004)
- Crystal Entm't & Filmworks, Inc. v. Jurado, 643 F.3d 1313, 1323 (11th Cir. 2011)
- Planetary Motion, Inc. v. Techsplosion, Inc., 261 F.3d 1188, 1193 n.4, 1195 (11th Cir. 2001)
- Osmose, Inc. v. Viance, LLC, 612 F.3d 1298, 1309 (11th Cir. 2010)
- Johnson & Johnson Vision Care, Inc. v. 1-800 Contacts, Inc., 299 F.3d 1242, 1247, 1250 (11th Cir. 2002)
- BellSouth Advert. & Pub. Corp. v. Lambert Pub., 45 F. Supp. 2d 1316, 1323-24 (S.D. Ala. 1999)
- N. Am. Med. Corp. v. Axiom Worldwide, Inc., 522 F.3d 1211, 1216 (11th Cir. 2008)
- Time Warner Cable, Inc. v. DIRECTV, Inc., 497 F.3d 144, 158 (2d Cir. 2007)
- United Indus. Corp. v. Clorox Co., 140 F.3d 1175 (8th Cir. 1998)
- ThermoLife Int'l LLC v. Vital Pharm. Inc., 2019 WL 4954622, at *2 (S.D. Fla. Oct. 8, 2019)