ELECTRONICALLY FILED
11/10/2025 6:30 PM
25-CV-2025-900456.00
CIRCUIT COURT OF
CULLMAN COUNTY, ALABAMA
LISA MCSWAIN, CLERK

IN THE CIRCUIT COURT OF CULLMAN COUNTY, ALABAMA

[redacted]

***Plaintiffs*;**

v.

CHRIS MEDDERS; AMANDA MEDDERS; BLAIR GILLILAND; DAVID ECKARD, M.D., VERA RESEARCH, INC., AND FICTITIOUS DEFENDANTS A-C,

***Defendants*.**

CIV ACTION NO. _____

COMPLAINT

Plaintiffs [redacted] as follows for their complaint against Defendants Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, M.D., Vera Research, Inc., and Fictitious Defendants A through C:

NATURE OF THE ACTION

1. This action arises out of the Defendants' fraudulent marketing, purchasing, selling, and injecting into unsuspecting clients chemicals that were unsuitable for human consumption. Their victims, vulnerable Alabamians who trusted the Defendants with their bodies, were injected with unapproved tirzepatide and semaglutide peptides without their knowledge or consent.

2. At all relevant times, Plaintiffs believed they were purchasing and being administered only prescription tirzepatide and semaglutide medications whose safety and efficacy was approved by the U.S. Food and Drug Administration. But the substance Defendant Vera Research sold in bulk to Aurora Mobile IV and Wellness and Defendants Chris Medders, Amanda

Medders, Dr. David Eckard, and Blair Gilliland for injection into their clients was not FDA-approved and it was not suitable for human or veterinary use. The injections also failed to achieve the purported intended effect. As a result of Defendants' fraudulent scheme, Plaintiffs suffered physical injury and are entitled to compensatory and punitive damages, as well as attorneys' fees and expenses.

PARTIES

3. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. Chapman paid out of pocket for injections of what Defendants represented to be FDA-approved tirzepatide.

4. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. Chapman paid out of pocket for injections of what Defendants represented to be FDA-approved tirzepatide.

5. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. Kilpatrick, a nurse herself, paid out of pocket for injections of what Defendants represented to be FDA-approved tirzepatide.

6. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. Lindsey paid out of pocket for injections of what Defendants represented to be FDA-approved tirzepatide.

7. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. Shedd was hired as a contractor to work for Aurora beginning in approximately February 2025. Shedd was also a client of Aurora, and paid out of pocket for injections of what Aurora represented to be FDA-approved tirzepatide.

8. [redacted] is an individual who is 19 years old and resides in Cullman County, Alabama. Tankersley paid out of pocket for injections of what Defendants represented to be FDA-approved semaglutide.

9. [redacted] is an individual over the age of 19 years and resides in Cullman County, Alabama. White was a client of Aurora, and paid out of pocket for injections of what Aurora represented to be FDA-approved tirzepatide and semaglutide.

10. Shortly before the filing of this complaint, counsel for the Plaintiffs learned that Aurora Mobile IV and Wellness, LLC filed for bankruptcy protection under Chapter 11. As such, this case does not seek any relief from Aurora at this time.

11. Defendant Chris Medders is an individual over the age of 19 years and resides in Winston County, Alabama.

12. Defendant Amanda Medders is an individual over the age of 19 years and resides in Winston County, Alabama.

13. Defendant Blair Gilliland is an individual over the age of 19 years and resides in Tallapoosa County, Alabama.

14. David Eckard, M.D. is an individual over the age of 19 years and resides in Madison County, Alabama. Eckard is the medical director of Aurora and is described as "oversee[ing] the medical staff." The website further states that "Eckard will help to ensure [Aurora] provide[s] cutting edge, safe care for all of" its clients.

15. Defendant Vera Research, Inc. is a foreign corporation with its principal place of business in Wilmington, Delaware.

16. Fictitious Defendant A is an individual employed and/or otherwise affiliated with Aurora Mobile IV and Wellness LLC who marketed and/or otherwise promoted "gray market" trizepatide and/or semaglutide for use on the Plaintiffs.

17. Fictitious Defendant B is a medical professional affiliated with Aurora Mobile IV and Wellness LLC who conducted telehealth meetings regarding semaglutide and/or trizepatide with Plaintiffs; authorized/wrote/signed off on/supervised prescriptions for trizepatide and/or semaglutide for Plaintiffs; prepared trizepatide and/or semaglutide for Plaintiffs; delivered trizepatide and/or semaglutide to Plaintiffs; administered trizepatide and/or semaglutide to Plaintiffs; and/or advised Plaintiffs regarding the medical necessity of using unapproved, "gray market" trizepatide and/or semaglutide.

18. Fictitious Defendant C is the organization or entity affiliated with Aurora Mobile IV and Wellness LLC that is liable for the acts and omissions of Fictitious Defendants A and B through their licensure, supervisory authority, or other respondeat superior liability.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this matter under Ala. Code § 12-11-30 because the amount in controversy exceeds $20,000.

20. This Court has jurisdiction over the Defendants and venue is proper because the actions about which the Plaintiffs complain occurred in Cullman County, Alabama.

FACTUAL ALLEGATIONS

21. Aurora is a "wellness" company. It offers on-demand, intravenous infusions for hundreds of dollars per session either in clients' homes or in its store.

22. On its website, Aurora claims its infusions of IV fluid, with or without "medicinal add-ins," help consumers "rehydrate, recharge, and rejuvenate" and are suitable after a "wild night" or while fighting an illness.

23. Aurora previously had three locations in Alabama—in Alabaster, Alexander City, and Cullman—but it closed two of those storefronts.

24. Upon information and belief, Cullman is its main, and only remaining, physical location, but Aurora continued to do business as a mobile clinic in other areas.

25. Defendants Chris and Amanda Medders own Aurora and run its business.

26. Chris Medders runs the business side of the company. Chris Medders specifically is in charge of operations of the business, including ordering supplies.

27. Amanda Medders runs the hands-on, operational side and supervises the IV cocktail administration of the business.

28. Aurora employs and/or has contract employment with nurses, including Defendant Blair Gilleland.

29. Aurora patients pay directly out of pocket for their IV cocktails.

30. Aurora also offers injections, including "Lipo-C Plus" and vitamin D, that are added to the IV cocktails. Aurora clients pay extra for these add-ins.

Clients Were Supposed to Receive FDA Approved Drugs,
But Received With Unapproved Chemicals Instead

31. Aurora and the Defendants offer semaglutide and tirzepatide add-ins and injections for clients who desire to lose weight.

32. Tirzepatide is a glucose-dependent insulinotropic plypeptide (GIP) and glucagon-like-peptide-1 (GLP-1) receptor antagonist that has become a popular weight loss aid. It is popularly known by the brand names Mounjaro and Zepbound.

33. Semaglutide is a GLP-1 receptor antagonist that has also become a popular weight loss aid. It is popularly known by the prescription brand name Ozempic.

34. Prescription tirzepatide and semaglutide both have been approved by the FDA. But Defendants did not use only FDA-approved tirzepatide and semaglutide. Defendants purchased "gray market" tirzepatide and semaglutide peptides in bulk, which were not FDA-approved, for use on unsuspecting clients. The Defendants did this even though they knew the substances they were injecting into their clients were not fit for human or animal consumption.

Aurora Hires and Incentivizes Employees to Recruit Weight Loss Clients

35. Shedd was hired by Defendants to work at the Cullman location of Aurora in the first quarter of 2025 and worked there until October 9, 2025. At all relevant times, she was a registered nurse and worked as an independent contractor.

36. Shedd and other employees were incentivized to recruit clients through an incentive-based compensation plan. They received 35% of the fee for each IV they administered and $100 per month for each client they recruited to participate in its semaglutide/tirzepatide weight loss program.

37. On information and belief, Aurora and Defendants Chris and Amanda Medders structured compensation in this way to incentivize its employees and contractors to recruit as many clients as possible. They did this without regard for client care and medical necessity.

38. Defendants directed others, including Shedd, to emphasize that Aurora's semaglutide and tirzepatide were FDA-approved and effective to meet clients' weight loss goals.

39. Even though Aurora and the Defendants specifically told their clients that it used only FDA approved medications administered from pharmacies, that representation was false:

40. On information and belief, Chris Medders is not a medical practitioner but only involved in the business side of Aurora's operations. Chris Medders participated in the decision to market Aurora as providing only FDA-approved medications and to later purchase "gray market" drugs that were injected into Aurora clients.

41. Rather than emphasizing client care, Defendants sought to maximize profits by using chemicals that were not approved for use on humans or animals as a way to deal with a shortage of GLP-1 medications in the United States.

The Defendants Buy Semaglutide and Tirzepatide from Vera Research

42. Over the past several years, GIP and GLP-1 medicines have gained unprecedented popularity. They have been marketed to clients as aiding in reducing cardiovascular risk, inflammation, and reduction of a client's A1C. They also have been widely seen as a significant benefit for clients who wish to lose weight.

43. But, as these drugs gained in popularity, they were hit with short supplies, so compounding pharmacies were granted a limited exemption to help get these drugs into the market:

> During the recent surge in demand for glucagon-like peptide-1 (GLP-1) receptor agonists, such as those found in semaglutide (Ozempic, Wegovy) and tirzepatide (Mounjaro, Zepbound), these medications quickly became scarce. In response, compounding pharmacies stepped in to help meet patient needs by formulating alternative versions, something that was rampant in the past few years.

Keith Loria, *GLP-1 No Longer on FDA's Drug Shortage List*, 169:4 Drug Topics J. (Aug. 5, 2025), *available at* https://www.drugtopics.com/view/glp-1-no-longer-on-fda-s-drug-shortage-list (last visited Nov. 3, 2025).

44. Defendant Vera Research is a chemical supplier. It is not a compounding pharmacy or chemical compounding facility as defined under 503A of the Federal Food, Drug, and Cosmetic Act, or an outsourcing facility as defined under 503B of the Federal Food, Drug, and Cosmetic Act.

45. Vera Research produces and sells semaglutide and tirzepatide. Vera Research states that its chemicals are not suitable for direct human consumption. It also states they are not intended for clinical or therapeutic use. Rather, according to its website, Vera Research supplies chemical peptides for "research and development."

46. Yet, Vera Research sells semaglutide and tirzepatide peptides in bulk to clients who are not research facilities and for whom no discernible research use could exist for chemicals purchased in bulk.

47. Vera Research participates actively in what is known as the "gray market" for semaglutide and tirzepatide peptides. It uses the cover of "research" while enjoying the benefits of bulk sales of these substances to individuals, clinics, and other clients whose intended use for the products it knew or should have known.

48. Any consumer can purchase bulk semaglutide and tirzepatide peptides from Vera Research via its website. Consumers can also sign up for "regular wholesale purchases." Website clients can pay via credit card, Zelle, or cryptocurrency. Vera Research offers discounts for those ordering large quantities.

49. Vera Research does not verify that a buyer's purchases of its peptides are for legitimate research purposes.

50. Before June 2025, an Aurora employee began searching for "gray market" for semaglutide and tirzepatide that they could give to Aurora clients. They found Vera Research and began to purchase these "gray market" drugs for use on unsuspecting Aurora clients.

51. Vera Research did not independently verify that Aurora was purchasing the peptides for research purposes. Vera Research knew or should have known that Aurora was not purchasing the peptides for research purposes but rather for use in humans and sold them to Aurora anyway.

Clients of Aurora Injected with Chemicals Unfit for Humans or Animals without Consent

52. Clients who signed up to receive shots of semaglutide and tirzepatide that Auroa and the Defendants marketed paid hundreds of dollars per month. Each month, participating clients, including Plaintiffs, either received four pre-dosed syringes, which they then self-injected or came into the storefront for an Aurora staff member to have them injected.

53. Even if the clients injected themselves, Aurora staff members would create the pre-pulled syringes and distribute them to the clients.

54. None of the clients gave informed consent to receive "gray market" chemicals.

55. Clients, including Plaintiffs, were encouraged to incrementally increase their dose to increase efficacy of the drugs and were required to pay a higher fee for each increased dose.

56. Shedd and other clients received Vera Research-sourced tirzepatide injections.

57. In Plaintiff Chapman's case, the substances in her shot syringes hardened to a gel that would not pass through the needle Defendants provided. At least twice, Chapman stuck herself with the syringe but the substance represented to be FDA-approved, pharmaceutical tirzepatide would not come out of the needle. Further, Champman experienced significant pain in her hip from the injections of "gray market" chemicals and noted that the shots were not effective for the purpose they were provided.

58. Defendants not only marketed the injections to clients for weight loss. It also encouraged clients with autoimmune diseases who suffer from inflammation to purchase the injections. One such client, Plaintiff Tankersley, was only 19 years old.

59. Shedd was hired to perform IV infusions for Aurora clients and work with Aurora clients on wellness and weight loss.

60. Concerning the wellness and weight loss clients, Shedd would set up consults via teleconference and schedule clients for consults with Aurora's nurse practitioner to determine whether the clients could be prescribed weight loss drugs. If the clients were approved for those drugs, Shedd would communicate with other Aurora staff members concerning the date and time for pickup of drugs by the client once the drugs were prescribed.

61. On October 8, 2025, Amanda Medders sent a text message to all nurses informing them that to meet weight loss clients at the Aurora location in Cullman to provide the clients with their weight loss medications. This was different from Aurora's previous practice, in which the office nurse provided clients with their medication.

62. On October 9, Shedd went to the Aurora location in Cullman. When she arrived, Shedd saw a nurse speaking with one of Aurora's weight loss clients.

63. While the nurse spoke with the client, Shedd stood in the doorway of a separate room, which contains a refrigerator where Aurora's medication is kept. As the other nurse entered the room to retrieve the client's medication, Shedd followed her into the storage room.

64. Shedd saw the other nurse retrieve a vial with the name "Vera" on it, which she recognized as a "gray market" drug that is not approved for human consumption.

65. After drawing the medication from the vial, the nurse returned to the client and injected the medication into her. After the client left, Shedd confronted the other nurse, questioning whether she had injected the client with a unapproved drug. The other nurse looked down towards the floor and responded that she had.

66. Shedd was unaware of any incident that these unapproved drugs were used on others before that date.

67. Shedd then questioned whether she knew the drug was not intended for human use. She responded that she did.

68. Shedd told the other nurse that Aurora's clients had not consented to a gray market drug being injected in them.

69. Shedd asked the other nurse how long Aurora had been giving clients these unapproved drugs, and she told me it had happened since approximately May 2025.

70. The other nurse told Shedd that Amanda Medders had told her there was nothing wrong with this and it was OK for Aurora to give clients these unapproved drugs.

71. After learning about Defendants' practice of giving clients unapproved drugs without their knowledge, Shedd immediately resigned.

72. Defendants concealed from its clients (including Plaintiffs), prospective clients, and many employees, including Shedd, that they were injecting chemicals that were unfit for human use.

73. Defendants fraudulently told their clients, prospective clients, and employees, including Plaintiffs, that the peptides were FDA-approved, despite knowing this to be false.

74. Moreover, the gray market semaglutide and tirzepatide were ineffective in causing weight loss or reducing inflammation.

75. Defendants fraudulently told their clients, prospective clients, and employees, including Plaintiffs, that the peptides would cause weight loss and reduce inflammation, despite knowing this to be false.

76. Upon information and belief, approximately 100 clients, including Plaintiffs, purchased and injected this unknown, untested, and ineffective substance into their bodies at Defendants' direction and for Defendants' financial benefit and to their own physical, mental, and financial detriment.

77. Plaintiff Shedd noticed while she was administered the "gray market" chemicals that they were not effective for treatment of inflammation.

78. Plaintiff Shedd informed Amanda Medders and another employee that these chemicals were not efficacious and they were aware of these issues before administering to other clients.

79. At all times material to this Complaint, Defendants' employees and contractors who marketed, prescribed, advised, recommended, injected, and provided injections to clients, acted within the line and scope of their duties and employment as employees, servants, and/or agents of Defendants.

CAUSES OF ACTION

COUNT I – NEGLIGENCE
Against Defendants Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants A-C

80. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

81. The incidents made the basis of Plaintiffs' complaint were caused by the negligence of Defendants Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants A-C, directly and by and through their employees, servants, and/or agents, whose acts and omissions included, but are not limited to the following:

a. negligently recommending that clients, including Plaintiffs, inject into their bodies "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

b. negligently offering to clients, including Plaintiffs, "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

c. negligently telling clients, including Plaintiffs, that "gray market" semaglutide and tirzepatide were FDA-approved and suitable for their consumption;

d. negligently failing to accurately inform clients, including Plaintiffs, that the semaglutide and tirzepatide they purchased and injected into their bodies was not fit for human use and offering them informed consent for such a treatment;

e. negligently injecting into clients, including Plaintiffs, "gray market" semaglutide and tirzepatide that was not fit for human use;

f. negligently violating policies, procedures, practices, protocols, or other rules applicable to prescribing and administering injections; and

g. negligently failing to appropriately train their employees to administer and provide only drugs approved for human consumption.

82. Those breaches, combined with the actions of other Defendants, were a legal and proximate cause of Plaintiffs' physical, mental, emotional, and financial damages.

COUNT II – WANTONNESS
Against Defendants Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants A-C

83. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

84. The incidents made the basis of Plaintiffs' complaint were caused by the wantonness of Defendants Chris Medders, Amanda Medders, Blair Gilliland, and Fictitious Defendants A-C, directly and by and through their employees, servants, and/or agents, whose acts and omissions included, but are not limited to the following:

a. wantonly recommending that clients, including Plaintiffs, inject into their bodies "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

b. wantonly prescribing "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

c. wantonly and fraudulently telling clients, including Plaintiffs, that "gray market" semaglutide and tirzepatide peptides were FDA-approved and suitable for their consumption;

d. wantonly failing to accurately inform clients, including Plaintiffs, that the semaglutide and tirzepatide they purchased and injected into their bodies was not fit for human use;

e. wantonly injecting into clients, including Plaintiffs, "gray market" semaglutide and tirzepatide that was not fit for human use;

f. wantonly violating policies, procedures, practices, protocols, or other rules applicable to prescribing and administering injections; and

g. wantonly failing to appropriately train their employees to administer and provide only drugs approved for human consumption.

85. Those breaches, combined with the actions of other Defendants, were a legal and proximate cause of Plaintiffs' physical, mental, emotional, and financial damages.

COUNT III – NEGLIGENCE
Against Defendant Vera Research

86. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

87. Defendant Vera Research had a duty to exercise reasonable care in the marketing, labeling, selling, and distributing semaglutide and Trizepatide peptides. Defendant Vera Research knew or should have known that its peptides would be sold to and used by humans, including those clients of Aurora named as Plaintiffs in this case.

88. Defendant Vera Research negligently and improperly marketed its peptides to encourage their flow to human end-consumers and entities like Aurora, which sell them to human end-consumers, including Plaintiffs.

89. Defendant Vera Research participated actively in what is known as the "gray market" for semaglutide and tirzepatide peptides. It used the cover of "research" while enjoying the benefits of bulk sales of these substances to individuals, clinics, and other clients whose intended use for the products it knew or should have known.

90. Defendant Vera Research sold and distributed its peptides in a negligent and improper manner by facilitating and encouraging their flow into a secondary market for GLP-1 medications; distributing and selling its peptides without maintaining effective controls against improper use; choosing not to or failing to reject or report suspicious orders; and failing to stop or suspend shipments of suspicious orders.

91. Plaintiff's injuries would not have occurred if Defendant had exercised the degree of care, prudence, watchfulness, and vigilance commensurate to the danger involved in the transaction of its business in the manufacturing, marketing, sale, and distribution of peptides.

92. Defendant Vera Research's breaches, combined with the actions of other Defendants, were a legal and proximate cause of Plaintiffs' damages.

COUNT IV – NEGLIGENT BREACH OF THE STANDARD OF CARE
Against Defendants Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants B-C

93. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

94. From on or about May 2025 until on or about October 2025, Defendants assumed and/or undertook a legal duty to possess and exercise that degree of care, skill, and diligence commonly possessed and exercised by similar providers of medical services in the national medical community acting under the same or similar circumstances described herein.

95. In providing services to Plaintiffs during this time frame, Defendants Amanda Medders, Blair Gilliland, and Fictitious Defendants B-C, by and through their employees, servants, and/or agents, negligently breached the standard of care that was in effect at that time in one or more of the following ways:

a. negligently recommending that clients, including Plaintiffs, inject into their bodies "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

b. negligently providing "gray market" semaglutide and tirzepatide peptides that were unfit for human use to their clients;

c. negligently telling clients, including Plaintiffs, that "gray market" semaglutide and tirzepatide peptides were FDA-approved and suitable for their consumption;

d. negligently failing to inform clients, including Plaintiffs, that the semaglutide and tirzepatide they purchased and injected into their bodies was unfit for human use;

e. negligently injecting into clients, including Plaintiffs, "gray market" semaglutide and tirzepatide that was unfit for human use;

f. negligently performing medical procedures on clients without their informed consent;

g. negligently violating policies, procedures, practices, protocols, or other rules applicable to prescribing and administering injections; and

h. negligently failing to appropriately train their employees to administer and provide only drugs approved for human consumption.

96. Those breaches, combined with the actions of other Defendants, were a legal and proximate cause of Plaintiffs' physical, mental, emotional, and financial damages.

COUNT V – WANTON BREACH OF THE STANDARD OF CARE
Against Defendants Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants B-C

97. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

98. From on or about May 2025 until on or about October 2025, Defendants assumed and/or undertook a legal duty to possess and exercise that degree of care, skill, and diligence commonly possessed and exercised by similar providers of medical services in the national medical community acting under the same or similar circumstances described herein.

99. In providing services to Plaintiffs during this time frame, Defendants Amanda Medders, Blair Gilliland, and Fictitious Defendants B-C, by and through their employees, servants,

and/or agents, wantonly breached the standard of care that was in effect at that time in one or more of the following ways:

a. wantonly recommending that clients, including Plaintiffs, inject into their bodies "gray market" semaglutide and tirzepatide peptides that were unfit for human use;

b. wantonly providing "gray market" semaglutide and tirzepatide peptides that were unfit for human use to their clients;

c. wantonly telling clients, including Plaintiffs, that these substances were FDA-approved and suitable for their consumption;

d. wantonly failing to inform clients, including Plaintiffs, that the semaglutide and tirzepatide they purchased and injected into their bodies was not fit for human use;

e. wantonly injecting into clients, including Plaintiffs, "gray market" semaglutide and tirzepatide that was not fit for human use;

f. wantonly violating policies, procedures, practices, protocols, or other rules applicable to prescribing and administering injections;

g. Wantonly performing medical procedures on patients without their informed consent; and

h. Wantonly failing to appropriately train their employees to administer and provide only drugs approved for human consumption.

100. Those breaches, combined with the actions of other defendants, were a legal and proximate cause of Plaintiffs' physical, mental, emotional, and financial damages.

COUNT VI – ALABAMA EXTENDED MANUFACTURERS' LIABILITY DOCTRINE
Against Defendants Chris Medders, Amanda Medders, and Vera Research

101. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

102. Defendants are liable under, and by virtue of, the Alabama Extended Manufacturers' Liability Doctrine.

103. Defendants, separately and severally, were engaged in the business of formulating, dispensing, selling, furnishing, and/or supplying unapproved, "gray market" tirzepatide and semaglutide chemicals for injection by Aurora's clients.

104. Defendants, separately and severally, formulated, dispensed, sold, furnished, and/or supplied unsafe, defective, and unreasonably dangerous tirzepatide and semaglutide chemicals which were administered to Plaintiffs.

105. The unsafe, defective, and unreasonably dangerous tirzepatide and semaglutide chemicals proximately caused Plaintiffs' physical, emotional, mental, and financial damages, along with the combining and concurring negligence and wantonness of the Defendants as set forth above.

COUNT VII – BREACH OF IMPLIED WARRANTIES
Against Defendants Chris Medders, Amanda Medders, and Fictitious Defendants A-C

106. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

107. Defendants are liable for breach of warranty.

108. The tirzepatide and semaglutide peptides sold, furnished, supplied, or provided by Defendants, separately and severally, were impliedly warranted to be merchantable and also fit for the particular purpose for which the tirzepatide and semaglutide were administered.

109. The tirzepatide and semaglutide peptides sold, furnished, supplied, or provided by Defendants, separately and severally, were unmerchantable and unfit for the particular purpose for which they were sold, furnished, supplied, or provided and administered to Plaintiffs.

110. Defendants are liable for the pain and suffering, mental anguish, emotional distress, medical expenses, and financial and economic harm suffered by Plaintiffs.

COUNT VIII: FRAUD (MISREPRESENTATION)
Against Defendants Chris Medders, Amanda Medders, and Fictitious Defendant A

111. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

112. Defendants' representations, directly and by and through their employees, servants and/or agents, made from June to October 2025, that the semaglutide and tirzepatide peptides were FDA-approved were false.

113. Defendants knew the statements were false at the time they were made.

114. The statements were material. If Plaintiffs had known the peptides were not approved by the FDA, they would not have injected them into their bodies.

115. Defendants made these representations so that Plaintiffs would purchase their product.

116. In making these false representations, Defendants consciously and deliberately engaged in fraud, acting with intent to misrepresent and deceive Plaintiffs as to material facts, which was gross, malicious, and committed with the intention of boosting their own financial interest while causing Plaintiffs harm.

117. In making these false representations, Defendants consciously and deliberately acted with malice, intending to injure Plaintiffs for their own financial interest.

118. Plaintiffs reasonably relied on Defendants' misrepresentations, purchasing expensive injections which caused physical, emotional, mental, and financial damages.

COUNT IX – FRAUD (SUPPRESSION)
Against Defendants Chris Medders, Amanda Medders, and Fictitious Defendant A

119. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

120. Defendants, directly and by and through their employees, servants and/or agents, from June to October 2025, suppressed from their clients the fact that the semaglutide and tirzepatide peptides were not FDA-approved and not suitable for human use.

121. The suppressed facts were material and Defendants had a duty to disclose them. If Plaintiffs had known the "gray market" chemicals were not approved by the FDA and not suitable for human use, they would not have injected them into their bodies.

122. Defendants suppressed these material facts so that Plaintiffs would purchase their product.

123. In suppressing these material facts, Defendants consciously and deliberately engaged in fraud, acting with intent to misrepresent and deceive Plaintiffs as to material facts, which was gross, malicious, and committed with the intention of boosting their own financial interest while causing Plaintiffs harm.

124. In suppressing these material facts, Defendants consciously and deliberately acted with malice, intending to injure Plaintiffs for their own financial interest.

125. Plaintiffs reasonably relied on the information Defendants gave them, which did not include the facts suppressed, purchasing expensive injections which caused physical, emotional, mental, and financial damages.

COUNT X –INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(TORT OF OUTRAGE)
Against Defendants Vera, Chris Medders, Amanda Medders,
Blair Gilliland, David Eckard, and Fictitious Defendants A-C

126. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

127. Based on the conduct described in the preceding paragraphs, Defendants intended, or knew or should have known, that their conduct would cause Plaintiffs emotional distress.

128. Defendants' conduct was so outrageous in character and so extreme in degree that it goes beyond all bounds of decency, and it is regarded as atrocious and utterly intolerable in civil society.

129. The Defendants' intentional and/or reckless conduct caused Plaintiffs to suffer emotional distress so severe that no reasonable person should be expected to endure it.

130. Plaintiffs have suffered physical, emotional, mental, and financial damages.

COUNT XI – CIVIL CONSPIRACY TO COMMIT FRAUD AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
Against Defendants Vera, Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants A-C

131. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

132. Defendants conspired to commit fraud and intentional infliction of emotional distress, each one knowing that the "gray market" semaglutide and tirzepatide chemicals sold and injected in Plaintiffs were not FDA-approved and not suitable for human use.

133. Defendants worked together to commit those torts and to harm Plaintiffs.

134. Defendants committed overt acts as described herein to unlawfully commit fraud and outrage/intentional infliction of emotional distress.

135. As a proximate result, Plaintiffs have suffered physical, emotional, mental, and financial damages.

COUNT XII – ALABAMA DECEPTIVE TRADE PRACTICES ACT
Against Defendants Vera, Chris Medders, Amanda Medders, Blair Gilliland, David Eckard, and Fictitious Defendants A-C

136. Plaintiffs incorporate paragraphs 1-79 as if fully set out here.

137. Defendants violated the Alabama Deceptive Trade Practices Act, Ala. Code § 18-19-1, et seq., ("ADTPA") by engaging in unfair and deceptive acts or practices and/or unconscionable consumer sales acts and practices in this state.

138. This cause of action is brought in the public interest and seeks a declaratory judgment that Defendants have violated the ADTPA, an injunction enjoining Defendants'

misrepresentations and other misconduct described in this Complaint, restitution for Plaintiffs who have been damaged by Defendants' conduct; and any and all relevant civil penalties.

139. The ADTPA prohibits, in consumer transactions, unfair, deceptive, or unconscionable consumer sales practices that mislead consumers about the nature of the product they are receiving.

140. The ADTPA prohibits sellers from representing that the subject of a consumer transaction and/or product has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have.

141. The ADPTA prohibits causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services.

142. The ADTPA prohibits representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

143. The ADTPA prohibits engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.

144. The ADTPA prohibits making, or causing to be made, any written or oral claim that is false, misleading, or deceptive.

145. As alleged above, Defendants have violated the ADTPA by making deceptive and misleading representations and/or omitting material information, including that the peptides were FDA approved, suitable for human use, fit for a certain purpose, and effective.

146. Plaintiffs have suffered physical, emotional, mental, and financial damages.

PRAYER FOR RELIEF

Plaintiffs demands judgment against Defendants for damages including the following:

A. Compensatory and punitive damages as available under Alabama law;

B. Nominal damages;

C. Prejudgment interest;

D. Attorney's fees, costs, and other monetary relief;

E. Other and further general and equitable relief as the Court deems just and proper.

F. Plaintiffs also seek a declaratory judgment that the Defendants violated the ADTPA and corresponding injunctive relief, restitution, and damages.

Plaintiffs demand a trial by a struck jury.

Dated: November 10, 2025

Respectfully submitted,

s/ Adam P. Plant
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PLAINTIFFS' FIRST INTERROGATORIES TO AMANDA MEDDERS, PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO AMANDA MEDDERS, PLANTIFFS' NOTICE OF VIDEO DEPOSITION OF AMANDA MEDDERS, PLAINTIFFS' FIRST INTERROGATORIES TO CHRIS MEDDERS, PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO CHRIS MEDDERS, AND PLANTIFFS' NOTICE OF VIDEO DEPOSITION OF CHRIS MEDDERS SHALL BE SERVED WITH THE COMPLAINT.