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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GOGLIA NUTRITION, LLC, a California limited liability company,

Plaintiff,

vs.

JOHN LEVAN, an individual; LUKE MAHONEY, an individual; JON HAMBIDGE, an individual; FUTURHEALTH, INC. a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 2:25-cv-08840-CAS-MAAx

ORDER RE PLAINTIFF GOGLIA NUTRITION, LLC’S MOTION FOR PRELIMINARY INJUNCTION

Date: January 28, 2026
Time: 10:00 a.m.
Dept.: 8D

Case Filed: September 17, 2025

JUDGE: HON. CHRISTINA A. SNYDER

Plaintiff Goglia Nutrition, LLC’s Motion for Preliminary Injunction (the “Motion”) came on for hearing on January 12, 2026, at 10:00 a.m. in Department 8D of the above-captioned Court, located at 350 West 1st Street, Los Angeles, California 90012. Appearances were as stated on the record. The Court, having reviewed the Motion, reply, and supplemental papers filed by Plaintiff, the opposing and supplemental papers filed by Defendant FuturHealth, Inc. (“FuturHealth”), and having heard and considered the arguments of counsel, hereby **ORDERS AND ENJOINS**, as follows:

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1 **I. PERSONS BOUND; EFFECTIVE DATE**

2 1. Persons Bound. This Order binds FuturHealth, who in turn is
3 responsible for the acts of its officers, employees, and attorneys. Nothing in this Order
4 shall create individual liability for person(s) acting on behalf of FuturHealth.

5 2. Effective Date. This Order is effective immediately upon entry and
6 service on FuturHealth’s counsel by ECF and email.

7 **II. DEFINITIONS**

8 3. “Metabolic Typing” means the specific classification system,
9 terminology, label, or designation, that assigns or uses metabolic categories or types
10 (including “fat & protein efficient,” “dual efficient,” and “carbohydrate efficient”), and
11 any typed meal programming or nutrition output that varies by such metabolic
12 classification categories or types.

13 4. “Shared G-Plans Customers” means actively-subscribed customers
14 first originating from Plaintiff’s G-Plans platform, which Plaintiff identifies to
15 FuturHealth through resumption of the customary Weekly G-Plans Report last sent by
16 Plaintiff in December 2025.

17 5. “Weekly G-Plans Report” means a weekly report provided by
18 Plaintiff, as was previously provided by Plaintiff to FuturHealth weekly on Fridays
19 through and until December 19, 2025, that shows the total counts of Shared G-Plans
20 Customers (including purchases and refunds) by product, and whose orders for
21 membership fees or related medical, telehealth, prescription, or subscription services
22 were placed through a payment processor’s gateway for Plaintiff’s program, all of which
23 is subject to verification by FuturHealth through its contracted medical services provider
24 and/or its third party payment processor intermediary.

25 6. “Covered Funds” means revenue actually received by FuturHealth,
26 whether directly or through any payment processor or intermediary, on or after January
27 12, 2026, for GLP-1 related services provided to Shared G-Plans Customers as identified
28 in Weekly G-Plans Reports.

1 7. “Escrow Account” means a segregated, interest-bearing escrow or
2 trust account at a U.S. federally insured financial institution or licensed escrow agent,
3 mutually agreed by the parties, with (i) no withdrawals except by joint written instruction
4 of the parties or further Court order, and (ii) monthly statements provided to counsel for
5 both sides.

6 **III. METABOLIC TYPING INJUNCTION (PUBLIC-FACING + BACKEND)**

7 8. Public-Facing Removal (5 days). FuturHealth shall, no later than 5
8 days from the date of this Order, remove and permanently delete all references to “G-
9 Plans”, “metabolic typing”, “metabolic type”, and “metabolic classification types”
10 (including “fat & protein efficient,” “dual efficient,” carbohydrate efficient”), from all
11 aspects of the FuturHealth mobile application, web platform, and associated user
12 interfaces, including but not limited to:

- 13 • Onboarding questionnaires and assessments;
- 14 • Nutritional plan descriptions and labels;
- 15 • Mobile application and website descriptions;
- 16 • Push notifications, automated emails, text messages, in-app
17 popups, and other outbound communications to customers; and,
- 18 • Metadata, alt text, or embedded copy in public-facing system
19 images or pages.

20 9. Backend Prohibition (5 days). FuturHealth shall not use or execute
21 any backend processes, algorithms, scripts, or classification logic that identify, assign, or
22 utilize a customer’s “Metabolic Typing” for the purpose of:

- 23 • Developing, assembling, or tailoring nutritional meal plans;
- 24 • Recommending food selections, recipes, or macronutrient ratios
25 derived from metabolic type classifications; and
- 26 • Generating output that incorporates metabolic typing variables
27 into meal or nutrition programming.

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1 10. No Metabolic Typing Plans. FuturHealth shall not create, offer,
2 provide, sell, market, or support any plan, program, or feature based upon or designed
3 around a person's Metabolic Typing, and shall disable any feature that categorizes users
4 by Metabolic Typing or delivers typed recommendations based on such categorization.

5 11. Metabolic Typing Compliance Certification (14 days). Within
6 fourteen (14) calendar days, FuturHealth shall file and serve a sworn declaration by (i) a
7 knowledgeable corporate officer or (ii) a knowledgeable technical lead, certifying
8 compliance with this Section under penalty of perjury.

9 **IV. CONSTRUCTIVE TRUST; ESCROW OF COVERED FUNDS**
10 **(INCLUDING OPENLOOP / THIRD-PARTY HOLDS)**

11 12. Constructive Trust. All Covered Funds constitute and shall be held in
12 constructive trust for Plaintiff pending further order of the Court.

13 13. Escrow Setup (7 days) + Interim Preservation. Within seven (7)
14 calendar days of this Order, FuturHealth shall establish (or cause to be established) the
15 Escrow Account. Pending establishment of the Escrow Account, FuturHealth shall not
16 transfer, spend, encumber, or dissipate Covered Funds except to transfer them into the
17 Escrow Account once established.

18 14. Deposit Requirement. Beginning immediately and continuing until
19 further order of this Court, FuturHealth shall deposit (or cause to be deposited) into the
20 Escrow Account all Covered Funds attributable to Shared G-Plans Customers on or after
21 January 12, 2026.

22 15. Deposit Timing. FuturHealth shall transfer Covered Funds into the
23 Escrow Account within five (5) business days of FuturHealth's receipt of such Covered
24 Funds.

25 16. Catch-Up Deposit for January 12 Forward. Within five (5) business
26 days after the Escrow Account is established, FuturHealth shall deposit into the Escrow
27 Account all revenue for GLP-1 related services provided to Shared G-Plans Customers on

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1 or after January 12, 2026 that (i) FuturHealth has received, (ii) are held in any interim
2 segregated account, or (iii) are otherwise within FuturHealth's possession, custody, or
3 control.

4 **A. Anti-Circumvention**

5 17. No Third-Party Holds to Evade Escrow. FuturHealth agrees not to
6 instruct, request, agree, or permit any third party to hold, delay, divert, net, offset,
7 recharacterize, or otherwise withhold Covered Funds for the purpose or with the effect of
8 placing Covered Funds outside the scope of this Order.

9 18. Timely Billing. FuturHealth agrees that it will not intentionally and
10 improperly delay the billing process by which it receives Covered Funds.

11 **B. Accounting, Monitoring, and Verification**

12 19. Initial Accounting (14 days). Within fourteen (14) calendar days after
13 receipt from Plaintiff of the complete weekly G-Plans' report identifying Shared G-Plans
14 Customers and the corresponding transaction-level payment data for the applicable
15 period, FuturHealth shall provide an accounting of Covered Funds from January 12, 2026
16 to present. The accounting shall reconcile amounts identified in Plaintiff's billing data for
17 Shared G-Plans Customers against FuturHealth's records and shall include: (a) a list of
18 Shared G-Plans Customers using unique identifiers sufficient for matching (and
19 producing any identifying information only under an applicable protective order); (b) all
20 Covered Funds amounts received, credited, held/withheld (including by third parties),
21 and deposited into escrow; (c) identification of each third party holding/remitting any
22 Covered Funds and the current status/location of such funds.

23 20. Monthly Reporting (by 15th). By the 15th calendar day of each
24 month following receipt from Plaintiff of that month's updated weekly reports and
25 payment data for the prior month, FuturHealth shall prepare a report for the prior month
26 showing: (a) total Covered Funds; (b) proof of each escrow deposit; and (c) the Escrow
27 Account statement for the prior month.

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1 21. Escrow Account Controls and Visibility. The Escrow Account shall
2 be structured so that no disbursements may be made except by joint written instruction of
3 the parties or further order of the Court. Monthly escrow statements shall be provided to
4 counsel for both parties.

5 22. Billing Data Requirement; No Waiver. Plaintiff’s provision of billing
6 data to FuturHealth shall not constitute a waiver of any rights, claims, defenses, or
7 remedies, and shall not be used to argue ratification, waiver, or validity of any disputed
8 agreement.

9 **V. IDLA SECTION 3 CLAUSE**

10 23. Limited Clarification; No Adjudication; Reservation of Rights. The
11 escrow/constructive trust obligations in this Order are imposed as equitable injunctive
12 relief. Nothing in this Order shall be construed as an adjudication of the validity,
13 enforceability, or continued effectiveness of the Inbound Data License Agreement
14 (“IDLA”) or any amendment thereto, and nothing herein is intended to waive or
15 relinquish any rights, claims, causes of action, defenses, or remedies that any party may
16 have with respect to the IDLA or any amendment. For avoidance of doubt only,
17 compliance with this Order by either party shall not constitute a breach of Section 3 (or
18 any provision) of the IDLA or any amendment thereto. In addition, neither Plaintiff nor
19 FuturHealth shall be deemed, by virtue of such compliance, to have conceded the validity
20 or enforceability of the IDLA or any amendment.

21 **VI. DISPUTES**

22 24. Dispute Procedure. If a dispute arises regarding (i) Shared G-Plans
23 Customer identification, (ii) whether funds are Covered Funds, or (iii) compliance with
24 this Order, the parties shall meet and confer in good faith within forty-eight (48) hours of
25 written notice. If not resolved within five (5) days, either party may seek relief from the
26 Court on an expedited basis.

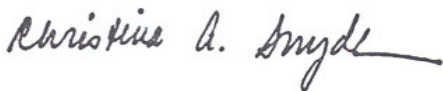
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1 The Court reserves jurisdiction to modify this injunction as the ends of justice
2 require.

3 **IT IS SO ORDERED.**

4 DATED: January 30, 2026

5 By: 
6 HONORABLE CHRISTINA A. SNYDER
7 UNITED STATES DISTRICT JUDGE

8
9 **APPROVED AS TO FORM AND CONTENT:**

10 /s/ Caleb H. Liang
11 Attorneys for Plaintiff Goglia
12 Nutrition, LLC

13 /s/ Nicholas M. Gross
14 Attorneys for Defendant
15 FuturHealth, Inc.