

1 Holly Pranger (SB#215270)
2 Scott Lonardo (SB#285001)
3 **PRANGER LAW PC**
4 88 Guy Place, Suite 405
5 San Francisco, CA 94105
6 Tel: (415) 885-9800
7 Fax: (415) 944-1110
8 hpranger@prangerlaw.com
9 slonardo@prangerlaw.com

Attorneys for Plaintiff Healthvana, Inc.

9 **UNITED STATES DISTRICT COURT**
10 **CENRAL DISTRICT OF CALIFORNIA**

12 HEALTHVANA, INC.,
13 a Delaware corporation,

14 Plaintiff,

15 v.

16 TELEBRANDS CORP., a New Jersey
17 Corporation; HEMPVANA, LLC, a
18 Delaware Limited Liability Company;
19 BULBHEAD.COM, LLC; a Delaware
20 Limited Liability Company; and
21 HEALTH BLOOM, LLC, a Delaware
22 Limited Liability Company,

Defendants.

Case No. 2:20-cv-4305

PLAINTIFF’S COMPLAINT FOR:

1. **TRADEMARK INFRINGEMENT [15 U.S.C. § 1114]**
2. **UNFAIR COMPETITION [15 U.S.C. § 1125(a)(1)(A)]**
3. **CALIFORNIA COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**
4. **UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE, § 17200, ET SEQ.**
5. **FALSE ADVERTISING [15. U.S.C. § 1125(a)(1)(B)]**
6. **FALSE ADVERTISING IN VIOLATION OF CAL. BUS. & PROF. CODE, § 17200, ET SEQ.**
7. **VIOLATION OF THE ANTICYBERSQUATTING CONSUMER PROTECTION ACT [15. U.S.C. § 1125(d)]**

JURY TRIAL DEMANDED

1 Plaintiff Healthvana, Inc. (“Healthvana”), for its complaint against defendants
2 Telebrands Corp. (“Telebrands”), Hempvana, LLC (“Hempvana”), Bulbhead.com,
3 LLC (“Bulbhead”), and Health Bloom, LLC (collectively, “Defendants”) alleges as
4 follows:

5 **NATURE OF THE ACTION**

6 1. This action for trademark infringement and false advertising
7 demonstrates how a crisis brings out the best in some companies and the worst in
8 others.

9 2. Since 2014, Plaintiff Healthvana has operated with the mission to help
10 improve healthcare through the use of technology. This small Los Angeles-based
11 company makes a big impact throughout the country by offering its digital health
12 platform where healthcare providers can better manage and communicate with their
13 patients, while providing patients a mobile phone friendly way of staying on top of
14 their health. Healthvana’s platform has delivered over 15 million lab results to
15 patients in more than twenty states across the United States under the registered
16 trademark HEALTHVANA. In the face of the COVID-19 pandemic, Healthvana
17 immediately expanded its respected platform, which is particularly well-suited to
18 the testing demands of the crisis, to work with healthcare providers, cities, states,
19 and businesses. It is also assisting with digital contact tracing and providing other
20 valuable information such as heat maps to help track infection trends.

21 3. Healthvana’s platform is so successful and trusted that the City of Los
22 Angeles and Los Angeles County recently designated Healthvana to deliver test
23 results at many of their drive-thru and walk-thru testing centers, including eight
24 testing centers in the City of Los Angeles and ten centers in other parts of Los
25 Angeles County. Healthvana’s employees are engaging in a tireless effort to help
26 combat the COVID-19 crisis and ultimately provided the critical information that
27 can empower people to stop the spread of this infection and possibly end the
28 pandemic.

1 4. On the other hand, in the face of the COVID-19 pandemic, Defendant
2 Telebrands, “the foremost consumer products direct to marketing company in the
3 world,” and its affiliates launched an instant business running national television
4 ads promising delivery of “Healthvana” hand sanitizer for \$14.99 per bottle.
5 Defendant Health Bloom, believed to be organized at the direction of Telebrands,
6 was incorporated on March 5, 2020 as the COVID-19 crisis unfolded in the United
7 States, and the website www.healthvanafoam.com was registered on March 12,
8 2020. Defendants’ sales of “Healthvana” hand sanitizer began around March 18,
9 2020, and for weeks later, angry customers who had been charged high prices but
10 who had not received delivery of their hand sanitizer targeted the real Healthvana
11 with their complaints and anger.

12 5. Because Defendants used Healthvana’s registered HEALTHVANA
13 trademark to sell their hand sanitizer, the backlash was directed not at Defendants,
14 but at Healthvana. Angry consumers took to social media to accuse Healthvana of
15 “profit over people” and “taking advantage of people during a crisis by jacking up
16 prices on things that were hoarded.” Healthvana was accused on social media of
17 being “Liars!,” and consumers called for the federal government to investigate
18 Healthvana. A credit card fraud department contacted Healthvana about charges
19 for hand sanitizer products that raised red flags. Messages submitted through the
20 Healthvana website were filled with expletives and accused Healthvana of “price
21 gouging” and being a “bunch of crooks.” As a result, Healthvana was forced to
22 take valuable time and effort from its COVID-19 testing efforts to defend its name,
23 explain to hundreds of upset people that it was a trusted source for COVID-19 test
24 results, not a hand sanitizer retailer, and respond to the angry queries from confused
25 consumers who were demanding delivery of product or refunds. The trust and
26 relationships that Healthvana worked so hard for years to build suddenly came into
27 question as investors, partners, and customers saw television ads of its distinctive
28 “Healthvana” name attached to an over-priced hand sanitizer.

1 6. Although Healthvana put Defendants on notice of its infringing conduct
2 on March 20, 2020, Defendants did not rebrand to “Handvana” until weeks later in
3 early April 2020. Even then, the confusion and anger continued and still persists as
4 of the filing of this Complaint. Angry consumers who have not received their
5 orders from Defendants, and who see “Healthvana” on their credit card statements,
6 continue to contact Healthvana. Defendants also continue to prosecute applications
7 to register the HEALTHVANA mark with the U.S. Patent and Trademark Office.
8 Healthvana brings this action to stop Defendants’ unlawful and harmful conduct, to
9 force Defendants to publicly correct the record, and to compensate Healthvana for
10 the damages it has suffered.

11 **JURISDICTION AND VENUE**

12 7. This is a civil action for, inter alia, trademark infringement, unfair
13 competition, false advertising, and cybersquatting. *See* 15 U.S.C. §§ 1114; 1125.

14 8. This Court has original jurisdiction pursuant to 15 U.S.C. § 1121
15 (Lanham Act), 28 U.S.C. § 1331 (federal question jurisdiction), 28 U.S.C. § 1338
16 (trademark, copyright, and unfair competition), and supplemental jurisdiction over
17 the related state law claims pursuant to 28 U.S.C. § 1367.

18 9. This Court has personal jurisdiction over Defendants because
19 Defendants do and have done substantial business in this district, including
20 operating interactive websites at www.healthvanafoam.com,
21 www.handvanafoam.com, www.bulbhead.com, www.myhydrocleangel.com,
22 offering to sell and ship their infringing hand sanitizer, shampoo, and gel products
23 throughout the country, including in this District, have caused confusion among
24 consumers throughout the country, including among consumers residing in this
25 District, and have committed willful and deliberate acts and omissions with
26 knowledge that the effects of such acts and omissions would harm Healthvana in
27 the State of California and in this District.

28 10. Venue is proper in this Division of this Judicial District pursuant to 28

1 U.S.C. § 1391(b)(2) and (b)(3).

2 **PARTIES**

3 11. Plaintiff Healthvana is a corporation organized under the laws of the
4 State of Delaware with a business address at 7162 Beverly Blvd., #238, Los
5 Angeles, California 90036. Healthvana is the owner of the federally registered
6 HEALTHVANA trademark (the “HEALTHVANA Mark”) that Defendants have
7 infringed willfully.

8 12. Defendant Hempvana is a limited liability company organized under
9 the laws of the State of Delaware with a business address at 2901 Collins Ave.,
10 Miami Beach, Florida 33140. Hempvana offered the infringing Healthvana hand
11 sanitizer, gel, and shampoo for sale on the website www.healthvanafoam.com.
12 Hempvana also owns U.S. Application Serial Nos. 88504451 and 88784770 to
13 register the mark HEALTHVANA for a variety of goods, including pharmaceuticals
14 and vitamin and mineral supplements.

15 13. Defendant Bulbhead is a limited liability company organized under the
16 laws of the State of Delaware with a business address at 79 Two Bridges Road,
17 Fairfield, New Jersey 07004. On information and belief, Defendant Telebrands
18 launched Bulbhead in or around 2015 to build a long-term branding effort around
19 “bright ideas.” Bulbhead offered the infringing Healthvana hand sanitizer, gel, and
20 shampoo for sale on its website, www.bulbhead.com.

21 14. Defendant Telebrands is a corporation organized under the laws of the
22 State of New Jersey with a business address at 79 Two Bridges Road, Fairfield, New
23 Jersey 07004. Telebrands shares the same business address as Bulbhead.
24 Telebrands describes itself as “a leading direct television marketing company and
25 the original creator of the ‘As Seen On TV’ logo and category of trade.” Telebrands
26 claims copyright ownership over the website www.healthvanafoam.com through
27 which Defendants have sold their infringing products.

28 15. Defendant Health Bloom is a corporation organized and existing under

1 the State of Delaware with a business address at 2901 Collins Ave., Miami Beach,
2 Florida 33140. Health Bloom shares the same business address as Hempvana.
3 Health Bloom owns U.S. Application Serial No. 88847447 to register the mark
4 HEALTHVANA HYDROCLEAN for “Disinfecting wipes; disinfectant sprays;
5 disinfectants; disinfecting handwash; disinfectant soap; hand sanitizer and
6 disinfecting foam” and U.S. Application Serial No. 88840561 to register the mark
7 HEALTHVANA for a variety of goods, including preparations for pain and dietary
8 and nutritional supplements.

9 **HEALTHVANA’S HIPAA-SECURE, MOBILE FRIENDLY PORTAL**

10 16. Since 2014, Healthvana has been operating as a digital health platform
11 used by healthcare providers and patients throughout the United States, primarily
12 those focusing on prevention and management of HIV and sexually transmitted
13 infections.

14 17. Healthvana’s platform digitally delivers test results through a secure
15 portal, including to patients’ mobile phones, through its website and applications,
16 which are compliant with the Health Insurance Portability and Accountability Act
17 (“HIPAA”). To date, Healthvana has delivered more than 15 million lab results to
18 more than 400,000 patients nationwide.

19 18. Healthvana also allows healthcare providers to conduct contact-free
20 mobile-registration intake, allowing patients to check in to visits from any tablet,
21 smartphone, or computer.

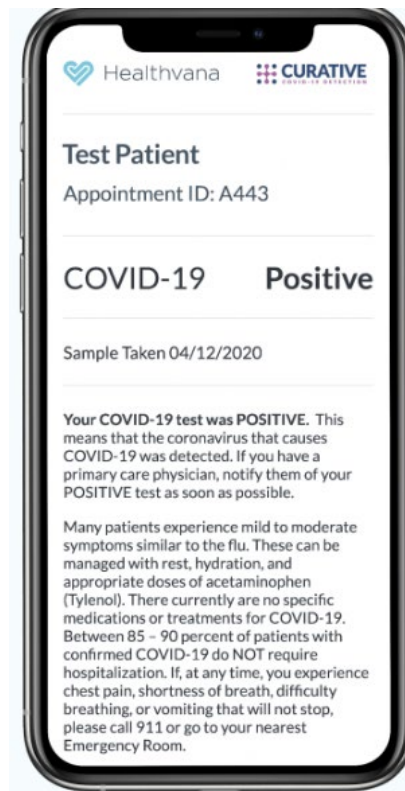
22 19. Healthvana has built its business on trust and relationships, earning the
23 confidence of patients and healthcare providers alike through the proven track
24 record of its secure platform.

25 20. Because of its proven track record in secure test result delivery and
26 contact-free registration intake, Healthvana is especially well-suited to make a
27 much-needed and meaningful impact with COVID-19 testing efforts.
28

1 **HEALTHVANA’S INSTRUMENTAL ROLE IN COVID-19 TESTING**

2 21. Healthvana has been on the forefront of efforts to combat the COVID-
3 19 virus by operating as an all-in-one digital test results delivery, contact tracing,
4 and reporting platform. It currently works with healthcare providers, companies,
5 cities, and states as part of that effort.

6 22. Since the start of the COVID-19 pandemic, Healthvana has delivered
7 more than one hundred thousand COVID-19 test results directly to patients’ mobile
8 phones. Below is a screenshot of a sample of how a test result might appear on the
9 mobile phone of a patient receiving COVID-19 test results.



24 23. A test result will report either a finding of “Negative,” meaning the test
25 found no evidence that the patient was infected with the COVID-19 virus;
26 “Positive,” meaning that the coronavirus that causes COVID-19 was detected; or
27 “Need New Sample,” meaning that there was a problem with the sample or the
28 information the patient provided and the test cannot be completed.

1 24. Healthvana provides patients with a mobile record that they can share
2 with doctors, employers, and people with which they have been in contact. This is
3 critical to helping patients obtain the care they need and to permit everyone from
4 front-line workers to epidemiologists understand who may have been exposed to the
5 COVID-19 virus.

6 25. In addition to providing test results and a mobile record, Healthvana
7 provides its customers with advanced reporting tools and heat maps allowing them
8 to identify trends of infections in certain areas. This information can allow entities
9 like state and local governments to better understand where COVID-19 “hot spots”
10 are developing to devote resources to targeted areas.

11 26. Because of the importance of Healthvana’s digital test results delivery,
12 contact tracing, and reporting platform to fighting the COVID-19 pandemic,
13 Healthvana has been involved in discussions with all levels of the government
14 across the United States

15 27. The City of Los Angeles and Los Angeles County have designated
16 Healthvana to deliver test results at many of their drive-thru and walk-thru testing
17 centers, including testing centers at the Hotchkin Memorial Training Center, the
18 Hansen Dam Recreation Center, the Crenshaw Christian Center, VA Lot 15 (Jackie
19 Robinson Stadium), Lincoln Park, Carbon Health/Echo Park, West Valley, Kedren
20 Community Health Center, Antelope Valley Mall, Pomona Fairplex Gate 17, South
21 Bay Galleria, Santa Clarita, East LA College, Charles R. Drew Campus, San Gabriel
22 Valley Airport, Bellflower City Hall, The Forum, and Harbor UCLA Hospital.

23 **HEALTHVANA’S TRADEMARK RIGHTS**

24 28. Healthvana has been using the HEALTHVANA Mark continuously
25 throughout the United States since 2014 in connection with its digital health
26 platform. In that time, Healthvana has spent a substantial amount of time, money
27 and resources to promote, advertise, and protect the HEALTHVANA Mark, and it
28 has developed extremely valuable goodwill in the HEALTHVANA mark.

1 29. Healthvana also owns U.S. Federal Trademark Registration No.
2 4,857,628 for the HEALTHVANA Mark for use in connection with a variety of
3 goods and services, including its software and app that allows patients and
4 healthcare providers to manage personal medical records and consulting services in
5 the field of healthcare and a website featuring health care information. A true and
6 correct copy of U.S. Registration No. 4,857,628 is attached to this Complaint as
7 **Exhibit A.**

8 30. Healthvana applied to register HEALTHVANA on July 8, 2014, and
9 U.S. Registration No. 4,857,628 issued on November 24, 2015.

10 31. Under the Lanham Act, Healthvana's registration of the
11 HEALTHVANA Mark is prima facie evidence of the validity of the
12 HEALTHVANA Mark, Healthvana's ownership of the HEALTHVANA Mark, and
13 Healthvana's exclusive right to use the HEALTHVANA Mark in commerce on or in
14 connection with the goods or services specified in the registration. *See* 15 U.S.C.
15 § 1115(a).

16 32. Under the Lanham Act, Healthvana's registration of the
17 HEALTHVANA Mark also constitutes constructive notice to the public, including
18 Defendants, of Healthvana's claim of ownership of the HEALTHVANA Mark. *See*
19 15 U.S.C. § 1072.

20 **DEFENDANTS' EFFORTS TO CAPITALIZE ON INCREASED HAND**
21 **SANITIZER DEMAND DUE TO COVID-19**

22 33. As the COVID-19 pandemic spread throughout the world and the
23 United States in February and March 2020, demand for hand sanitizer products
24 increased as people around the world sought these products to kill viruses such as
25 COVID-19. For example, a CNBC article dated March 3, 2020,¹ entitled *Sales Of*
26 _____

27 ¹ Available at <https://www.cnbc.com/2020/03/03/coronavirus-hand-sanitizer-sales-surge-leading-to-price-hikes.html>.
28

1 *Hand Sanitizer Are Skyrocketing Due To The Coronavirus, Leading To Rationing*
2 *and Price Hikes*, cited a Nielsen report stating that “hand sanitizer purchases in the
3 United States were up 73% during the four weeks until February 22, with analysts
4 predicting sales ‘won’t peak for some time.’”

5 34. On information and belief, one or more Defendants began selling hand
6 sanitizer products under the name “Healthvana” on or around March 18, 2020,
7 including through a website at www.healthvanafoam.com.

8 35. According to the WHOIS query and response protocol that provides
9 information about domain name registrations, the domain
10 www.healthvanafoam.com was registered on March 12, 2020. The records for this
11 domain do not reveal the owner of the domain because it was registered using a
12 privacy protection service.

13 36. According to the incorporation records from the Delaware Secretary of
14 State, Defendant Health Bloom was incorporated on March 5, 2020. Health Bloom
15 shares the same business address as Defendant Hempvana in Miami Beach, Florida.

16 37. Two weeks after its incorporation, on March 25, 2020, Health Bloom
17 filed U.S. Application Serial No. 88/847,447 to register the trademark
18 HEALTHVANA HYDROCLEAN for “Disinfecting wipes; disinfectant sprays;
19 disinfectants; disinfecting handwash; disinfectant soap; hand sanitizer and
20 disinfecting foam.”

21 38. A true and correct copy of Defendants’ www.healthvanafoam.com
22 website is attached hereto as **Exhibit B**, and a screenshot of a portion of the website
23 is shown below:
24
25
26
27
28

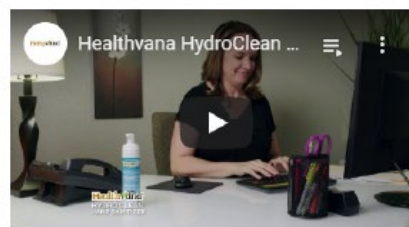
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Healthvana®

THE NEW HAND SANITIZER THAT
KILLS GERMS & HYDRATES SKIN

SECURE
SSL ENCRYPTION

HOME TERMS AND CONDITIONS CONTACT US CALL 1-800-280-0223 ORDER NOW



SPECIAL OFFER!

STARTING AS LOW AS

\$9.99

ORDER NOW

VISA Mastercard discover AMEX +



GET FREE SHIPPING!

See Below for Details

39. Through the www.healthvanafoam.com website, one or more Defendants offered “Healthvana” hand sanitizer for sale in three different quantities and prices: a single bottle of seven fluid ounces for \$14.99 plus \$6.99 in shipping and handling, a six-pack of bottles for \$77.94 with free shipping and handling, and a twelve-pack of bottles for \$119.88 with free shipping and handling. A true and correct copy of a screen shot of the www.healthvanafoam.com website is shown below:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GOOD - JUST \$14.99

Single 7 fl oz. Bottle
\$14.99 + \$6.99 S&H

ORDER NOW

BEST - \$9.99 EACH

FREE SHIPPING

Best Value! Get 65% Off The Original Price!

12 Pack - Twelve 7 fl oz. Bottles
~~\$199.88~~ \$119.88 + FREE S&H

ORDER NOW

BETTER - \$12.99 EACH

FREE SHIPPING

Get 60% Off The Original Price!

6 Pack - Six 7 fl oz. Bottles
~~\$89.94~~ \$77.94 + FREE S&H

ORDER NOW

Payment Methods Accepted

VISA MasterCard AMERICAN EXPRESS DISCOVER PayPal

30 DAY MONEY BACK GUARANTEE

30 DAY GUARANTEE: If you are not completely thrilled with your product- we are offering you a 30 day guarantee on all purchases. Simply send the Item(s) back to us for a full refund or replacement, less S&H.

40. On information and belief, one or more Defendants aggressively marketed the infringing “Healthvana” hand sanitizer product, including through television commercials, Defendants’ websites, and social media such as YouTube.

41. Telebrands describes itself as “a leading direct television marketing company and the original creator of the ‘As Seen On TV’ logo and category of trade.” On information and belief, Telebrands assisted in the marketing of the Healthvana hand sanitizer, including on television networks such as Fox News.

42. One or more Defendants also advertised the “Healthvana” hand sanitizer through YouTube videos which received tens of thousands of views.

43. According to one litigation tracking tool, Telebrands has been named as a defendant in 135 lawsuits, and according to other public records, Telebrands settled a fraud investigation by the New Jersey Attorney General’s office for \$550,00, and recently lost a \$12.3 million jury verdict for willful patent

1 infringement.

2 **WIDESPREAD CONSUMER CONFUSION AND ANGER**

3 44. Defendants' "Healthvana" hand sanitizer immediately generated
4 consumer confusion and anger directed at Plaintiff Healthvana, exacerbated by the
5 widespread marketing on television and online.

6 45. Starting on March 19, 2020, approximately one day after Defendants
7 began selling the "Healthvana" hand sanitizer, Plaintiff Healthvana began to receive
8 correspondence from confused consumers who had ordered, or attempted to order,
9 Defendants' "Healthvana" hand sanitizer.

10 46. Healthvana quickly realized that consumers had seen advertisements
11 for "Healthvana" hand sanitizer and had gone to Healthvana's website at
12 www.healthvana.com to inquire about the product, which website has a page that
13 permits users to submit messages.

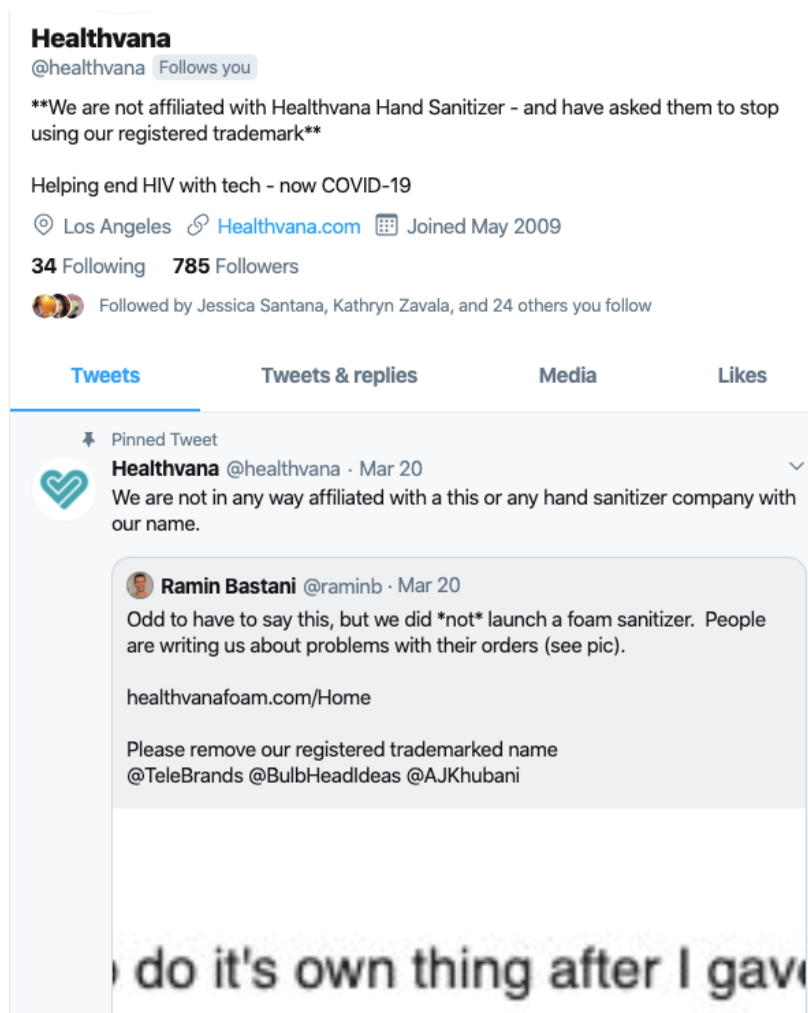
14 47. For example, of the many communications Healthvana received on
15 March 19, 2020 through its website, one confused consumer wrote to Healthvana: "I
16 tried to order healthvana foam tonight The automated system decided to do it's [sic]
17 thing after I gave my credit card number. I don't know what its [sic] sending or how
18 much they are charging because they told me nothing ... I need someone to call me
19 ASAP at the number above or [redacted]."

20 48. On March 20, 2020, another confused consumer wrote to Healthvana:
21 "How to get the sanitizer shown on a commercial I saw on Fox News channel. The
22 commercial said to go to the website, but I see nothing on here about it."

23 49. Many other users submitted similar inquiries, accusing Healthvana of
24 not honoring a discount code and overcharging for the product.

25 50. To combat this confusion, on March 20, 2020, Healthvana's CEO
26 Ramin Bastani clarified publicly via Twitter that Healthvana was not affiliated with
27 "Healthvana" hand sanitizer and "tagged" Telebrands, Bulbhead, and Telebrands
28 CEO AJ Khubani to request that they cease using the HEALTHVANA Mark,

1 writing “Please remove our registered trademark name @TeleBrands
 2 @BulbHeadIdeas @AJKhubani.” A true and correct copy of a screenshot of the
 3 tweet is shown below:



21
 22 51. Unfortunately, Healthvana’s disclaimer to consumers did not stem
 23 consumer confusion, and its demand to Telebrands and Bulbhead went unanswered.
 24 Indeed, five days after Healthvana’s public effort to correct the mounting trademark
 25 confusion, on March 25, 2020, Health Bloom doubled down and filed U.S.
 26 Application Serial No. 88/847,447 to register the trademark HEALTHVANA
 27 HYDROCLEAN for “Disinfecting wipes; disinfectant sprays; disinfectants;
 28 disinfecting handwash; disinfectant soap; hand sanitizer and disinfecting foam.”

1 52. On March 22, 2020, one consumer wrote to Healthvana: “I am a little
2 confused. I saw an ad on tv to order some hand sanitizer at healthvanafoam.com. Is
3 that you?”

4 53. Another consumer wrote to Healthvana: “There is a product advertised
5 on a website called healthvanafoam.com. Is this you? Are they affiliated with you
6 in any way? Or is it a scam? I’m asking because they’re advertising hand sanitizer
7 for sale.”

8 54. Soon thereafter, consumer confusion turned to anger directed at
9 Healthvana. On information and belief, and based on the experiences of
10 Healthvana’s and undersigned counsel’s use of the www.healthvanafoam.com
11 website, the www.healthvanafoam.com website became inoperable in part, and
12 consumers were unable to order the “Healthvana” hand sanitizer or contact
13 Defendants. On information and belief, and based on a review of messages from
14 consumers, this generated more confusion and anger aimed at Healthvana.

15 55. On March 25, 2020, one consumer wrote to Healthvana: “You should
16 be ashamed of yourselves! Price gouging!! 15.00\$ for a bottle of hand sanitizer?
17 WTF. Should be fined for raising prices in a time like this! Shameful.”

18 56. Confused and angry consumers posted their misdirected complaints
19 about Healthvana on social media as well. On March 24, 2020, one consumer
20 tweeted “I was shocked to see your product, a foaming #HandSanitizer being sold
21 for \$14.99 on late night TV? Hospitals, 1st responders and so many are desperate for
22 this item as well as masks, etc. Disgusted at ‘Profit over People’? What are you
23 doing? Why? #CoronavirusPandemic.” A true and correct copy of a screenshot
24
25
26
27
28

1 showing this post is shown below:



15 57. On March 29, 2020, one consumer posted a series of tweets calling
16 Healthvana “Liars!”, stating that Healthvana needed to be “investigated,” and stating
17 “Oh pleazzzzeee its on your commercials. Taking advantage of people during a
18 crisis by jacking up prices on things that were hoarded dont make excuses.” A true
19 and correct copy of this series of tweets is shown below:

20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



58. In addition, Healthvana’s investors and partners inquired as to whether Healthvana had expanded to the hand sanitizer business, causing embarrassment for Healthvana’s leadership.

59. While angry consumers sent messages to Healthvana and posted social media complaints about Healthvana, Healthvana was busy with its work to combat COVID-19 and provide important testing support, but instead was forced to devote a great deal of valuable time to combat the confusion that Defendants were causing.

DEFENDANTS’ REBRAND TO “HANDVANA”

60. Unable to receive a response from Defendants, Healthvana retained the undersigned counsel to send a cease and desist letter to Defendants.

61. On March 28, 2020, undersigned counsel sent a cease and desist letter to Hempvana, copying Telebrands and trademark counsel of record for all Defendants.

62. On March 30, 2020, counsel for Healthvana and Defendants as well as

1 Healthvana CEO Ramin Bastani and Telebrands COO Bala Iyer held a conference
2 call to discuss the issues raised in Healthvana’s March 28, 2020 letter. Mr. Bastani
3 had to step away from his work at a testing center in Los Angeles to join the call.

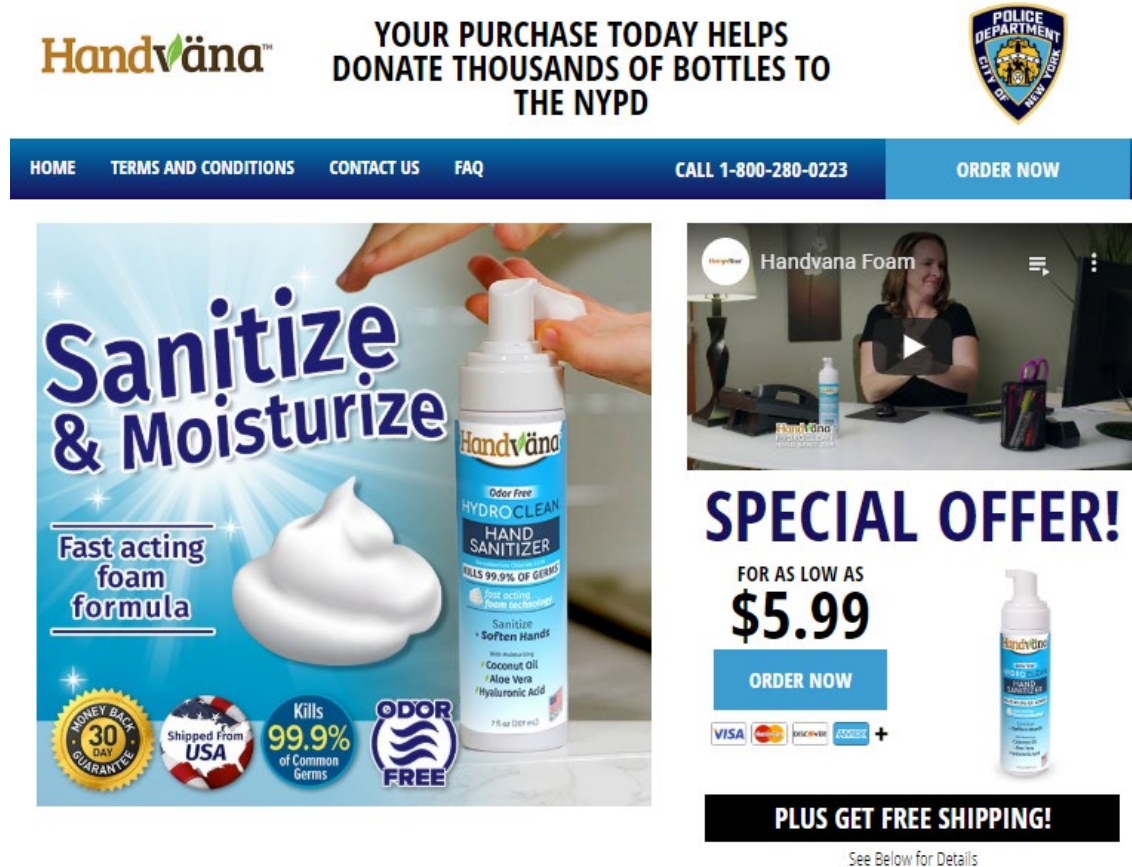
4 63. That same day, March 30, 2020, according to the WHOIS query and
5 response protocol that provides information about domain name registrations, the
6 domains www.handvana.com and www.handvanafoam.com were registered. The
7 records for this domain do not reveal the owner of the domain because it was
8 registered using a privacy protection service.

9 64. On March 31, 2020, Telebrands COO Bala Iyer represented that
10 Defendants would revise the television commercials to remove reference to
11 “Healthvana,” would change the trademark for the hand sanitizer product, would
12 change the website www.healthvanafoam.com by April 1, 2020, and would
13 communicate to customers to provide contact information for Defendants. In other
14 discussions, Mr. Byer also represented that Defendants had sold approximately
15 28,000 units of hand sanitizer per day.

16 65. On information and belief, on April 4, 2020, the website
17 www.healthvanafoam.com was still active.

18
19
20
21
22
23
24
25
26
27
28

1 66. In the following days, Defendants eventually rebranded to “Handvana”
2 and moved the website to www.handvanafoam.com. A true and correct copy of a
3 screenshot of the revised website is shown below:



19 67. The “Handvana” website includes a frequently asked questions page
20 that includes the following question: “Why does Handvana cost so much isn’t this
21 price gouging?”

22 68. On information and belief, the inclusion of this question about price
23 gouging on the “Handvana” website indicates that consumers have frequently
24 accused Defendants of price gouging.

25 **CONTINUED CONFUSION AND ANGER**

26 69. Despite Defendants’ rebranding to “Handvana,” consumer confusion
27 and anger directed at Healthvana continued. On information and belief, this
28 confusion and anger continued because consumers who had ordered “Healthvana”

1 hand sanitizer had not received their orders for weeks and/or the merchant name
2 appearing on consumers' credit card statements continued to reflect "Healthvana."

3 70. For example, on April 25, 2020, a consumer wrote to Healthvana: "I
4 ordered your hand sanitizer advertised on television. I was charged for the same. I
5 received an email saying it shipped a week ago from California. If I don't receive it
6 by Monday, I will dispute the charge and refuse delivery. Why doesn't COVID
7 prevent you from charging my credit card but doesn't seem to in any way impede
8 your ability to collect my money? I think you're a bunch of crooks."

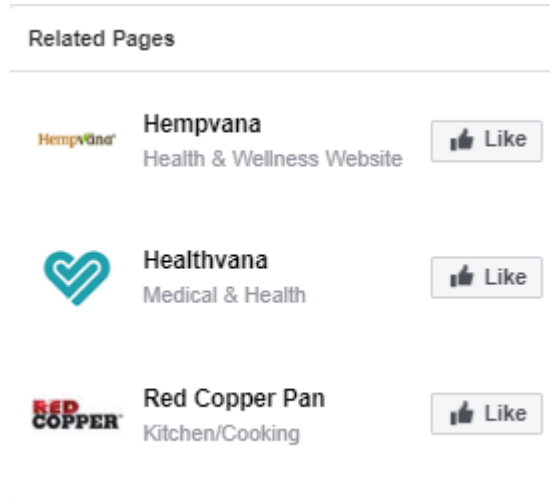
9 71. When Healthvana responded to the confused consumer to clarify that it
10 was not the hand sanitizer company, the consumer wrote to Healthvana: "F*%k you.
11 You took my money and delivered nothing. Shall I take my matter to the FCC (since
12 it was sold via television)? The FBI because it was fraud committed across state
13 lines? The California Attorney General? The Better Business Bureau? or just dispute
14 the charge on my credit card, a**holes."

15 72. A fraud investigator from a credit card company also reached out to
16 Healthvana to determine if a charge for "bulbhed Healthvana \$119.88" was fraud.

17 73. Healthvana received handwritten notes and voicemails from confused
18 consumers inquiring about the status of their order, complaining about being
19 "grossly overcharged," or stating "You guys took \$127 dollars out of my account
20 and I have never received any treatment stuff from you guys"

21
22
23
24
25
26
27
28

1 74. In addition, Handvana’s Facebook page at
2 <https://www.facebook.com/handvana> still lists “Related Pages” and includes
3 Plaintiff Healthvana as a “related company.”



12 75. On information and belief, Red Copper Pan is another product that
13 Defendant Telebrands markets. Healthvana is not related to Handvana, Hempvana,
14 or Red Copper Pan.

15 **DEFENDANTS’ FALSE ADVERTISING**

16 76. Defendants also made false or misleading statements in connection
17 with the promotion of their “Healthvana” hand sanitizer.

18 77. The original www.healthvanafoam.com page included a badge stating
19 “Trusted Brand Since 2015” as shown in Exhibit B and the true and correct copy of
20 the screenshot below:



24 78. This statement is false because, as stated above, “Healthvana” hand
25 sanitizer was not sold until March 2020. Plaintiff Healthvana, however, was
26 founded close to this date, in 2014.

27

28

1 79. The original www.healthvanafoam.com page included a badge stating
2 “Over 100 Million Satisfied Customers” as shown in Exhibit B and the true and
3 correct copy of the screenshot below:

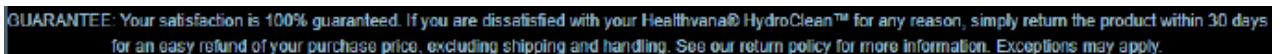


10 80. On information and belief, this statement is false because, as stated
11 above, “Healthvana” hand sanitizer was not sold until March 2020 and could not
12 possibly have been sold to “100 Million Satisfied Customers” the same month it
13 launched.

14 81. As shown in Exhibit B and the screenshots below, the “Healthvana”
15 name was accompanied by a federal trademark registration symbol (®) on the
16 www.healthvanafoam.com website.



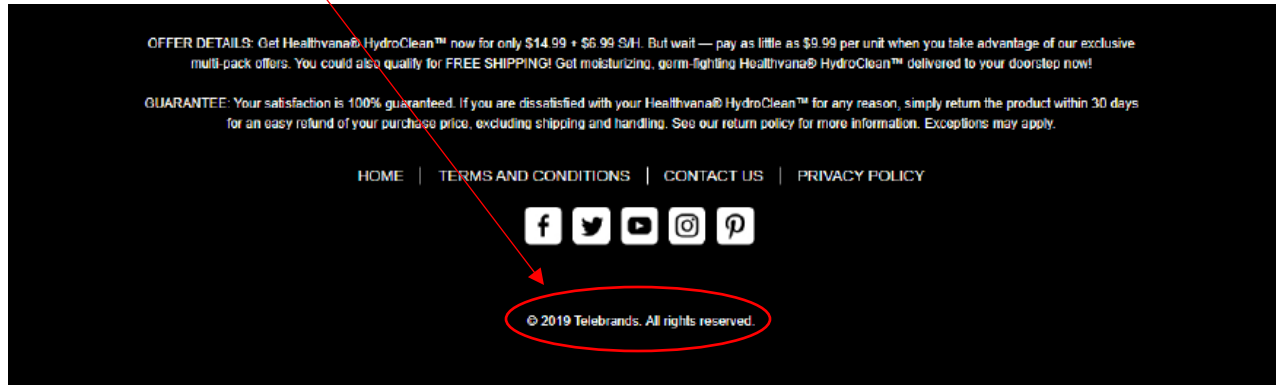
19
20

A black rectangular box containing white text: "GUARANTEE: Your satisfaction is 100% guaranteed. If you are dissatisfied with your Healthvana® HydroClean™ for any reason, simply return the product within 30 days for an easy refund of your purchase price, excluding shipping and handling. See our return policy for more information. Exceptions may apply."

21 82. However, only Plaintiff Healthvana owns a federal trademark
22 registration for HEALTHVANA. None of the Defendants owns a federal trademark
23 registration for HEALTHVANA.

24
25
26
27
28

1 83. As shown on Exhibit B and the screenshot below, Telebrands claimed
2 copyright ownership of the website www.healthvanafoam.com with a 2019
3 copyright notice.



11

12 84. The website www.healthvanafoam.com website was not registered until
13 March 12, 2020.

14 85. The websites at www.healthvanafoam.com and now
15 www.handvanafoam.com include the statement that “HydroClean™ is formulated in
16 the USA and uses an ingredient from an FDA registered facility that kills up to
17 99.9% of germs. **So trusted, it’s used in hospitals.**” (emphasis added).

18 86. On information and belief, the statement “So trusted, it’s used in
19 hospitals” is likely to mislead consumers into believing that Defendants’
20 “Healthvana” hand sanitizer is used in hospitals, even though the product was only
21 released around March 2020, the same time this statement was made.

22 87. On information and belief, Defendants falsely and misleadingly
23 represented that “Healthvana” hand sanitizer is a “Trusted Brand Since 2015” and
24 has “Over 100 Million Satisfied Customers,” that Defendants own a federal
25 registration for HEALTHVANA, that Defendants’ website had been active since
26 2019, and that the “Healthvana” product is “used in hospitals,” to give the false or
27 misleading impression that the website and “Healthvana” hand sanitizer existed is
28 an established brand that existed long before the COVID-19 pandemic. On

1 information and belief, this further exacerbated confusion among consumers that
2 Healthvana was affiliated, connected, or associated with Defendants’ “Healthvana”
3 products.

4 **COUNT I**
5 **Federal Trademark Infringement**
6 **(15 U.S.C. § 1114(1))**

7 88. Healthvana incorporates by reference the foregoing allegations as if set
8 forth fully herein.

9 89. Healthvana owns U.S. Registration 4,857,628 for HEALTHVANA for
10 the following goods and services:

- 11 • **Class 9:** Computer software, namely, downloadable software and mobile
12 applications for healthcare recipients for managing personal health, locating
13 providers of healthcare services, communicating with providers of healthcare
14 services, and obtaining, storing, and sharing personal medical and healthcare
15 records; and computer software, namely, downloadable software and mobile
16 applications for healthcare providers for tracking, storing, and sharing
17 medical and healthcare records with healthcare recipients
- 18 • **Class 42:** Application service provider (ASP) featuring software for use in
19 connection with medical data and healthcare management, namely,
20 organizing, tracking, storing, and sharing of health and medical records by
21 and between healthcare providers and healthcare recipients; providing
22 software as a service (SaaS) for the storage and verification of the existence
23 of user and health provider supplied health information and documents, and
24 the granting and controlling of access to the information and documents;
25 temporary use of online non-downloadable software and interactive website
26 featuring technology that allows healthcare recipients to manage personal
27 health, locate providers of healthcare services, communicate with providers
28 of healthcare services, and obtaining, store, and share personal health and

1 medical records; providing temporary use of online non-downloadable
2 computer for healthcare providers for tracking, storing, and sharing
3 healthcare and medical records with healthcare recipients

- 4 • **Class 44:** Consulting services in the field of healthcare; interactive website
5 featuring healthcare information for healthcare providers for tracking,
6 storing, and sharing healthcare and medical records with healthcare recipients

7 90. Healthvana filed the application that matured into U.S. Registration
8 4,857,628 on July 8, 2014, and the registration issued on November 24, 2015.

9 91. Healthvana used the HEALTHVANA Mark in commerce prior to the
10 time Defendants began to use “Healthvana” and before any priority date claimed by
11 Defendants for “Healthvana.”

12 92. Defendants’ use of “Healthvana” is not authorized by Healthvana.

13 93. Defendants’ use in commerce of the “Healthvana” mark in connection
14 with the sale, offering for sale, distribution, or advertising of its products is likely to
15 cause confusion, or to cause mistake, or to deceive, in violation of the Lanham Act,
16 15 U.S.C. § 1114.

17 94. Defendants acted with knowledge of Healthvana’s exclusive rights and
18 goodwill in the HEALTHVANA Mark, as Defendants had constructive notice of
19 Healthvana’s federal trademark registration for HEALTHVANA and actual
20 knowledge of Healthvana’s rights at least as early as March 20, 2020. On
21 information and belief, Defendants had actual knowledge of Healthvana’s
22 HEALTHVANA Mark at the time they attempted to register the domain
23 www.healthvanafoam.com, on or around March 12, 2020. Accordingly, on
24 information and belief, Defendants’ conduct is willful, deliberate, and intentional.

25 95. Healthvana has suffered damages and irreparable harm as a result of
26 Defendants’ infringement and will continue to suffer irreparable injury unless
27 Defendants’ and its officers, agents, and employees, and all persons acting in
28 concert with them, are enjoined from engaging in any further such acts in violation

1 of 15 U.S.C. § 1114(1).

2 **COUNT II**

3 **Federal Unfair Competition**

4 **(15. U.S.C. § 1125(a)(1)(A))**

5 96. Healthvana incorporates by reference the foregoing allegations as if set
6 forth fully herein.

7 97. Healthvana uses the HEALTHVANA Mark in interstate commerce for
8 a digital health platform and related goods and services since at least as early as July
9 2014. Healthvana has been continuously using the HEALTHVANA Mark for such
10 products and services from a time prior to the date Defendants began use in
11 interstate commerce of “Healthvana” and before any priority date claimed by
12 Defendants.

13 98. The HEALTHVANA Mark is inherently distinctive.

14 99. Defendants’ use of “Healthvana” is not authorized by Healthvana.

15 100. Defendants’ use in commerce of “Healthvana” is likely to cause
16 confusion or mistake or to deceive as to the affiliation, connection, or association of
17 Defendants with Healthvana, or as to the origin, sponsorship, or approval of
18 Defendants’ goods and services, in violation of 15 U.S.C. § 1125(a)(1)(A).

19 101. Defendants acted with knowledge of Healthvana’s exclusive rights and
20 goodwill in the HEALTHVANA Mark, as Defendants had constructive notice of
21 Healthvana’s federal trademark registration for HEALTHVANA and actual
22 knowledge of Healthvana’s rights at least as early as March 20, 2020. On
23 information and belief, Defendants had actual knowledge of Healthvana’s
24 HEALTHVANA Mark at the time they attempted to register the domain
25 www.healthvanafoam.com, on or around March 12, 2020. Accordingly, on
26 information and belief, Defendants’ conduct is willful, deliberate, and intentional.

27 102. Healthvana has suffered damages and irreparable harm as a result of
28

1 Defendants’ unfair competition and will continue to suffer irreparable injury unless
2 Defendants’ and its officers, agents, and employees, and all persons acting in
3 concert with them, are enjoined from engaging in any further such acts in violation
4 of 15 U.S.C. § 1125(a)(1)(A).

5 **COUNT III**

6 **Trademark Infringement and Unfair Competition**

7 **(California Common Law)**

8 103. Healthvana incorporates by reference the foregoing allegations as if set
9 forth fully herein.

10 104. Healthvana possesses common law rights in the HEALTHVANA Mark
11 in the State of California due to its extensive promotion, sales, and rendering of
12 services within the State of California.

13 105. The HEALTHVANA Mark has achieved a high degree of consumer
14 recognition nationwide and within the State of California.

15 106. Defendants’ infringement of Healthvana’s HEALTHVANA Mark, as
16 described above, constitutes common law trademark infringement and unfair
17 competition in violation of the common law of the State of California.

18 107. Defendants’ use of “Healthvana” is not authorized by Healthvana.

19 108. Defendants’ unauthorized use of the HEALTHVANA Mark, as
20 described above, has caused and is likely to cause confusion as to the source of
21 Defendants’ products, all to the detriment of Healthvana.

22 109. Defendants’ acts are willful, deliberate, and intended to confuse the
23 public and to injury Healthvana.

24 110. Healthvana has suffered damages and irreparable harm as a result of
25 Defendants’ infringement and unfair competition and will continue to suffer
26 irreparable injury unless Defendants’ and its officers, agents, and employees, and all
27 persons acting in concert with them, are enjoined from engaging in any further such
28 acts in violation of California common law.

1 **COUNT IV**

2 **Unfair Competition**

3 **(Cal. Bus. & Prof. Code, § 17200, *et seq.*)**

4 111. Healthvana incorporates by reference the foregoing allegations as if set
5 forth fully herein.

6 112. The acts described above constitute unfair competition in violation of
7 Cal. Bus. & Prof. Code § 17200, *et seq.*

8 113. On information and belief, Defendants' conduct is willful, deliberate,
9 and intentional.

10 114. Healthvana has suffered damages and irreparable harm as a result of
11 Defendants' infringement and will continue to suffer irreparable injury unless
12 Defendants' and its officers, agents, and employees, and all persons acting in
13 concert with them, are enjoined from engaging in any further such acts in violation
14 of Cal. Bus. & Prof. Code § 17200, *et seq.*

15 **COUNT V**

16 **Federal False Advertising**

17 **(15. U.S.C. § 1125(a)(1)(B))**

18 115. Healthvana incorporates by reference the foregoing allegations as if set
19 forth fully herein.

20 116. As described above, Defendants have used in commerce false or
21 misleading descriptions of act and/or false or misleading representations in
22 commercial advertising or promotion which misrepresent the nature, characteristics,
23 or qualities of Defendants' goods, services, and/or commercial activities, in
24 violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

25 117. On information and belief, Defendants' actions in misrepresenting the
26 nature, characteristics, or qualities of Defendants' goods or services by making false
27 or misleading descriptions of fact and/or false or misleading representations of fact,
28 in commercial advertising or promotion, were willful, deliberate, intentional and/or

1 in bad faith.

2 118. Healthvana has suffered damages and irreparable harm as a result of
3 Defendants' false advertising and will continue to suffer irreparable injury unless
4 Defendants' and its officers, agents, and employees, and all persons acting in
5 concert with them, are enjoined from engaging in any further such acts in violation
6 of 15 U.S.C. § 1125(a)(1)(B).

7 **COUNT VI**

8 **State False Advertising**

9 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

10 119. Healthvana incorporates by reference the foregoing allegations as if set
11 forth fully herein.

12 120. California Business & Professions Code § 17500, *et seq.* prohibits
13 various deceptive practices in connection with the dissemination in any manner of
14 representations which are likely to deceive members of the public to purchase
15 products and services such as the false advertising described above.

16 121. Defendants' acts and practices as described herein have deceived
17 and/or are likely to deceive consumers.

18 122. On information and belief, Defendants know that its advertising
19 statements identified herein are untrue or misleading or, with the exercise of
20 reasonable care, should have known that its advertising statements identified herein
21 are untrue or misleading.

22 123. Healthvana has suffered damages and irreparable harm as a result of
23 Defendants' false advertising and will continue to suffer irreparable injury unless
24 Defendants' and its officers, agents, and employees, and all persons acting in
25 concert with them, are enjoined from engaging in any further such acts in violation
26 of Cal. Bus. & Prof. Code § 17500, *et seq.*

27
28

COUNT VII

Anti-Cybersquatting Consumer Protection Act

(15 U.S.C. § 1125(d))

1
2
3
4 124. Healthvana incorporates by reference the foregoing allegations as if set
5 forth fully herein.

6 125. On information and belief, one or more Defendants registered and used
7 the domain www.healthvanafoam.com. The identity of the registrant is hidden
8 through the registrar’s privacy service.

9 126. Defendants did not register or use the www.healthvanafoam.com
10 domain in connection with the bona fide offering of any goods or services before
11 Healthvana began use of or filed its application to register the HEALTHVANA
12 Mark.

13 127. Defendants do not make a bona fide noncommercial or fair use of
14 Healthvana’s HEALTHVANA Mark on its website hosted at
15 www.heathvanafoam.com.

16 128. Defendants had constructive notice of Healthvana’s federal trademark
17 registration for HEALTHVANA and actual knowledge of Healthvana’s rights at
18 least as early as March 20, 2020. On information and belief, Defendants had actual
19 knowledge of Healthvana’s HEALTHVANA Mark at the time they attempted to
20 register the domain www.healthvanafoam.com, on or around March 12, 2020.

21 129. Defendants’ acts described above demonstrate a bad faith intent to
22 profit from Healthvana’s HEALTHVANA Mark in violation of the Anti-
23 Cybersquatting Consumer Protection Act (“ACPA”), 15 U.S.C. § 1125(d).

24 130. As a consequence, Healthvana is entitled to an injunction, Defendants’
25 profits, Healthvana’s damages, statutory damages, and costs of this action.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER

WHEREFORE, Healthvana prays for:

1. Entry of judgment in favor of Healthvana on all claims.
2. Preliminary and permanent injunctive relief:
 - a. enjoining Defendants from directly or indirectly engaging in any further trademark infringement or unfair competition against Healthvana, and from aiding, abetting, encouraging, or inducing others to do so.
 - b. enjoining Defendants from directly or indirectly engaging in any further false advertising, and from aiding, abetting, encouraging, or inducing others to do so.
 - c. requiring Defendants to change the merchant name that appears on consumers’ credit card statements when consumers purchase the Handvana sanitizer to something easily identifying the source and to provide a phone number in the merchant line as well;
 - d. requiring Defendants to contact every consumer of the “Healthvana” or “Handvana” hand sanitizer product to date with an email and written letter with language that is approved by Healthvana, to inform consumers that Defendants have changed the name of the “Healthvana” hand sanitizer, direct consumers to cease contacting Healthvana, and provide explicit contact information for Defendants that includes a working and responsive email, address and phone number;
 - e. requiring Defendants to add a prominent notice to the home page of the website at <https://handvanafoam.com/> for the next six months that explains that Defendants were originally using the name “Healthvana” and apologizing for the confusion that such

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

usage caused with the prior existing company, Healthvana, with language that is to be approved by Healthvana;

- f. requiring Defendants to recall all products bearing the “Healthvana” name that are in the possession of distributors or retailers; and
- g. requiring Defendants to surrender all labels, signs, prints packages, wrappers, receptacles, and advertisements bearing the “Healthvana” name for destruction.

- 3. An order directing Defendants to file with this Court and serve upon Healthvana within thirty (30) days after service upon Defendants of any injunction herein, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction.
- 4. An order requiring Defendants to withdraw Application Serial Nos. 88/840,561; 88/847,447; 88/504,451; and 88/784,770 for HEALTHVANA and HEALTHVANA HYDROCLEAN.
- 5. An accounting and order for Defendants to pay to Healthvana:
 - a. All monetary gains, profits, and advantages derived by Defendants from the acts complained of herein;
 - b. Damages incurred by Healthvana;
 - c. Statutory damages for violation of 15 U.S.C. § 1125(d)(1) pursuant to 15 U.S.C. § 1117(d) in the amount of \$100,000 per infringing domain name;
 - d. Treble damages as provided by law and pursuant to 15 U.S.C. § 1117(a);
 - e. Punitive and exemplary damages as provided by law and to be determined by the Court after a full hearing on the merits and pursuant to the laws of the State of California; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- f. Healthvana’s costs and disbursements in this action, including reasonable attorneys’ fees and prejudgment and post-judgment interest, pursuant to 15 U.S.C. § 1117(a) and the laws of the State of California.
- 6. An order requiring Defendants to transfer ownership of www.healthvanafoam.com to Healthvana.
- 7. Such other and further relief, in law or equity, as this Court deems just and proper.

Respectfully Submitted,
PRANGER LAW PC

Dated: May 12, 2020

By: /s/Holly Pranger
Holly Pranger
Scott Lonardo
Attorney for Plaintiff Healthvana, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff Healthvana demands trial by jury of all causes of action herein properly triable to a jury, consistent with Federal Rule of Civil Procedure 38.

Respectfully Submitted,
PRANGER LAW PC

Dated: May 12, 2020

By: /s/Holly Pranger
Holly Pranger
Scott Lonardo
Attorney for Plaintiff Healthvana, Inc.