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13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15

16 FEDERAL TRADE COMMISSION, )  
17 )  
18 Plaintiff, )  
19 v. )  
20 QYK BRANDS LLC d/b/a Glowyy, )  
21 DRJSNATURAL LLC, )  
22 )  
23 RAKESH TAMMABATTULA, )  
individually and as an officer of QYK )  
24 BRANDS LLC, and )  
25 )  
26 JACQUELINE THAO NGUYEN, )  
individually and as an officer of QYK )  
27 BRANDS LLC and DRJSNATURAL LLC )  
28 )  
Defendants. )

Case No.  
  
COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF

1 Plaintiff, the Federal trade Commission (“FTC”) for its Complaint alleges:

2 1. The FTC brings this action under Sections 13(b) and 19 of the Federal  
3 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the FTC’s  
4 Trade Regulation Rule Concerning the Sale of Mail, Internet, or Telephone Order  
5 Merchandise (“MITOR” or the “Rule”), 16 C.F.R. Part 435, to obtain temporary,  
6 preliminary, and permanent injunctive relief, rescission or reformation of contracts,  
7 restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other  
8 equitable relief for Defendants’ acts or practices in violation of Sections 5(a) and  
9 12 of the FTC act, 15 U.S.C. §45 (a) and 52, and in violation of MITOR, 16 C.F.R.  
10 Part 435.

11 **JURISDICTION AND VENUE**

12 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
13 §§ 1331, 1337(a) and 1345.

14 3. Venue is proper in this District under 28 U.S.C. § 1391(b) (1-2), and  
15 15 U.S.C. § 53(b).

16 **PLAINTIFF**

17 4. The FTC is an independent agency of the United States Government  
18 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5 of the FTC  
19 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
20 affecting commerce. The FTC also enforces MITOR, which requires mail,  
21 Internet, or telephone-based sellers to have a reasonable basis for advertised  
22 shipment times, and, when sellers cannot meet promised shipment times or ship  
23 within 30 days, to provide buyers with the option to consent to a delay in shipment  
24 or to cancel an order and receive a prompt refund, and to deem an order cancelled  
25 and make a prompt refund to buyers under certain circumstances.

26 5. The FTC is authorized to initiate federal district court proceedings, by  
27 its own attorneys, to enjoin violations of the FTC Act and MITOR, and to secure  
28 such equitable relief as may be appropriate in each case, including rescission or

1 reformation of contracts, restitution, the refund of monies paid, and the  
2 disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 57b, and 16 C.F.R. Part  
3 435.

4 **DEFENDANTS**

5 6. Defendant QYK Brands LLC (“QYK” or “Glowwy”) is a California  
6 Limited Liability Company, with its principal place of business located at 9  
7 MacArthur Place, # 302, Santa Ana, California. QYK does business as Glowwy  
8 through the website *glowwy.com* and owns the trademark for Dr. J’s Natural.  
9 QYK transacts or has transacted business in this District and throughout the United  
10 States. At all times material to this Complaint, acting alone or in concert with  
11 others, QYK has advertised, marketed, or sold merchandise to consumers  
12 throughout the United States.

13 7. DRJSNATURAL LLC (“Dr. J’s Natural”) is a California Limited  
14 Liability Company, with its principal place of business located at 10517 Garden  
15 Grove Boulevard, Garden Grove, California.

16 8. Defendant Rakesh Tammabattula (“Tammabattula”) is the Chief  
17 Executive Officer of QYK. At all times material to this Complaint, acting alone or  
18 in concert with others, Tammabattula has formulated, directed, controlled, had the  
19 authority to control, or participated in the acts and practices of QYK, including the  
20 acts and practices set forth in this Complaint. Defendant Tammabattula resides in  
21 this District and, in connection with the matters alleged herein, transacts or has  
22 transacted business in this District and throughout the United States.

23 9. Defendant Jacqueline Thao Nguyen, who works under the moniker  
24 “Dr. J,” is married to Rakesh Tammabattula, and is the Chief Operating Officer of  
25 QYK, and the founder and Chief Executive Officer of Dr. J’s Natural. At all times  
26 material to this Complaint, acting alone or in concert with others, Dr. J has  
27 formulated, directed, controlled, had the authority to control, or participated in the  
28 acts and practices of QYK and Dr. J’s Natural, including the acts and practices set

1 forth in this Complaint. Defendant Dr. J resides in this District and, in connection  
2 with the matters alleged herein, transacts or has transacted business in this District  
3 and throughout the United States.

4 **COMMERCE**

5 10. At all times material to this Complaint, Defendants have maintained a  
6 substantial course of trade in or affecting commerce, as “commerce” is defined in  
7 Section 4 of the FTC Act, 15 U.S.C. § 44.

8 **DEFENDANTS’ BUSINESS ACTIVITIES**

9 11. Tammabattula and Dr. J, through QYK (collectively, the “QYK  
10 Defendants”) own multiple brands and companies that sell skin care, health,  
11 beauty, personal care, and wellness products. The QYK Defendants promote and  
12 sell products on qyk.us, qyksonic.com, glowyy.com, and drjsnatural.com.

13 12. Beginning on or around March 12, 2020, the QYK Defendants offered  
14 Dr. J’s Natural (and other branded) hand sanitizer through the website  
15 glowyy.com. The QYK Defendants market four sizes of Dr. J’s Natural hand  
16 sanitizer: a 3.3 oz bottle for \$5.99; a 4.0 oz bottle for \$5.99; a 10 oz bottle for  
17 \$9.99; and a 16 oz bottle for \$12.99. The QYK Defendants also offer Personal  
18 Protective Equipment (such as face masks and shields), surface wipes, and  
19 disinfectants.

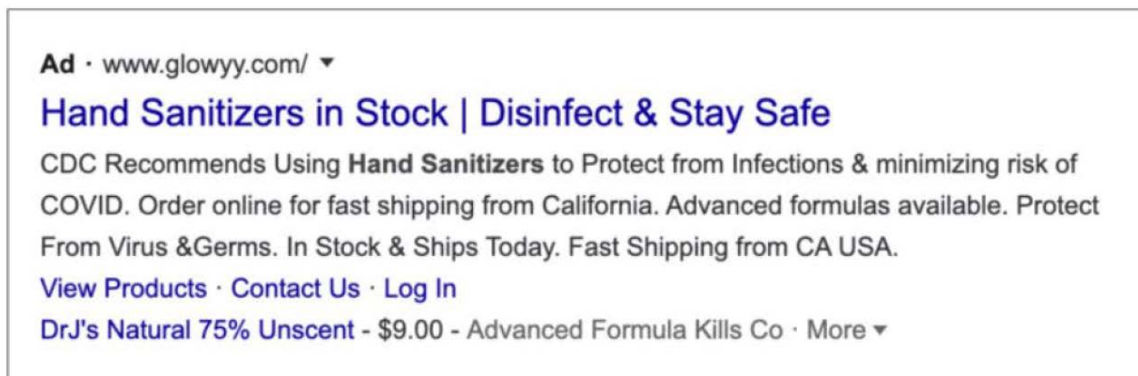
20 **The QYK Defendants’ Shipment Claims**

21 13. During the early weeks of the pandemic quarantine in the United  
22 States, obtaining hand sanitizer as quickly as possible was paramount for many  
23 consumers; this high demand made products difficult to find.

24 14. In order to capitalize on this demand, beginning in early March 2020,  
25 the QYK Defendants started advertising they had hand sanitizer “In Stock” and  
26 “Ships Today.”

1           15. The QYK Defendants disseminated these advertisements on  
2 Instagram and in targeted ads through GQ.com, for example, and in response to  
3 web searches for hand sanitizer.

4           16. For example, the following appeared in response to a Google search  
5 on or about March 12, 2020:



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13           17. The QYK Defendants' promises that hand sanitizer "Ships Today"  
14 were false.

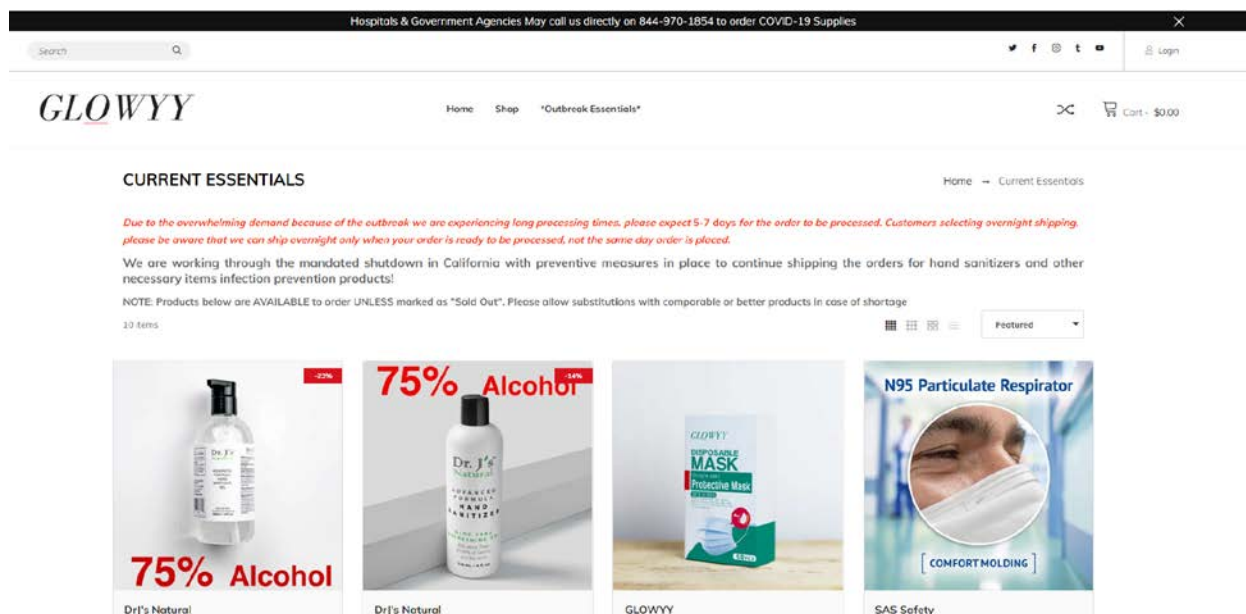
15           18. For example, one consumer ordered from glowyy.com on March 12,  
16 2020 following a Google search for hand sanitizer, which led to an advertisement  
17 from the QYK Defendants representing that glowyy.com had "Hand Sanitizers in  
18 Stock" and that the order would ship the same day it was purchased.

19           19. Despite this promise, the consumer's order did not ship until April 12,  
20 2020. Moreover, when the consumer finally received her order on April 16, 2020,  
21 the sanitizer she received was a different brand and smaller size than she had  
22 ordered.

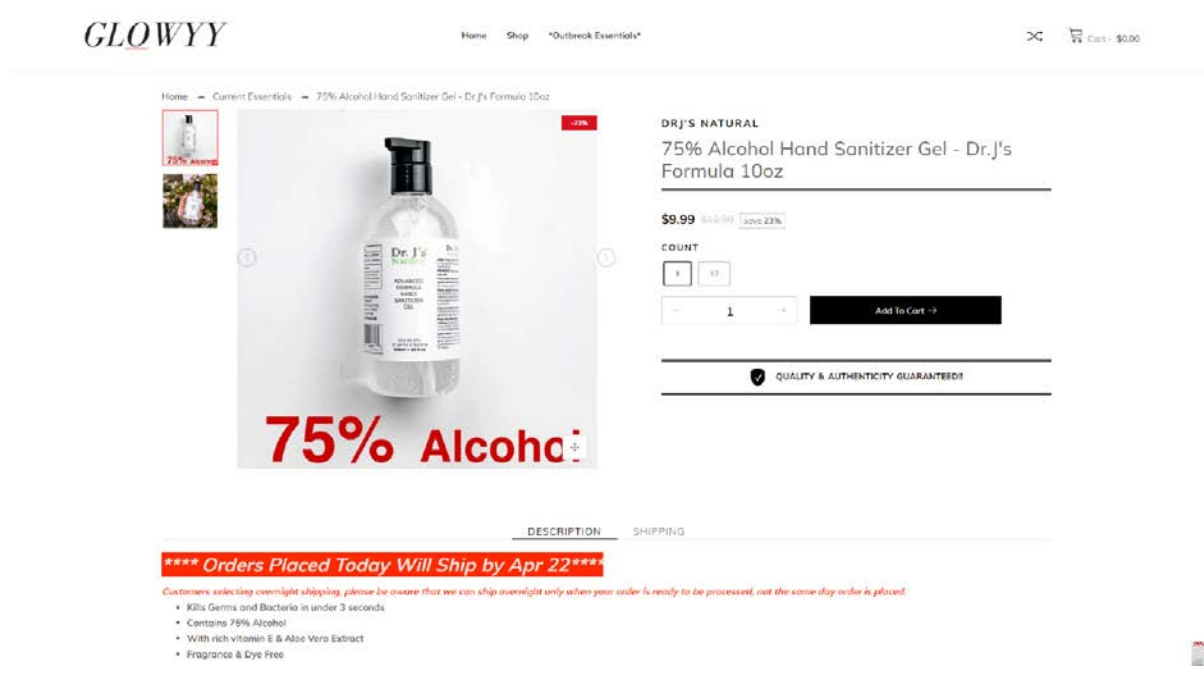
23           20. Beginning in April through May 2020, the QYK Defendants' website  
24 stated that shipment of hand sanitizer orders would be within seven (7) days. For  
25 example, on April 13, 2020, glowyy.com stated that customers should expect  
26 processing times of five to seven (5 to 7) days but indicated that orders would ship  
27 as soon as they were processed. Similarly, on April 19, 2020, glowyy.com stated  
28 that orders of hand sanitizer placed that day would ship by April 22, *i.e.* within

1 three (3) days. And on May 15, glowyy.com stated that the processing time for  
2 hand sanitizer was three to seven (3 to 7) days. The following screenshots are  
3 from April 13, 19, and May 15, 2020, respectively:

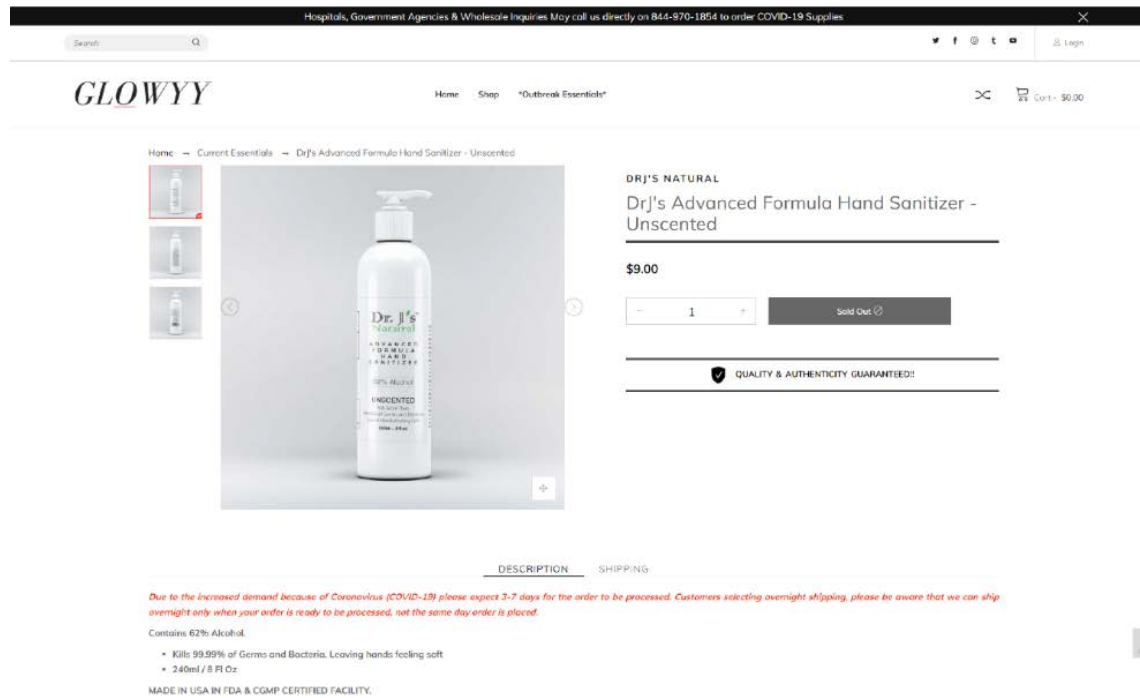
4 a. Glowyy Outbreak Essentials webpage dated April 13, 2020:



16 b. Glowyy 10 oz Hand Sanitizer Gel webpage dated April 19, 2020:



1 c. Glowyy Advanced Formula Hand Sanitizer webpage dated May 15, 2020:



21. However, while the above advertisements were available, consumers still reported receiving online ads stating that orders would be shipped in less time. For example, one consumer reports receiving an online advertisement promising a one to two (1 to 2) day shipment time on April 19, 2020.

22. The QYK Defendants' promises of shipment times of seven days or less were false. In numerous instances, the QYK Defendants generated a United States Postal Services ("USPS") shipping label and tracking number within one day, but waited weeks or months to deliver the ordered products to the post office for shipping.

23. For example, a consumer placed an order for eight (8) bottles of hand sanitizer on April 5, 2020. She received an email confirmation from Glowyy that same day which included a tracking number, and stated, "Your order is on the way."

1           24. Despite ongoing inquiries and communications from the consumer,  
2 the QYK Defendants had not shipped the order by May 5, 2020, when she asked  
3 Glowyy to cancel the order and issue a refund. Glowyy failed to provide a refund.

4           25. For hand sanitizer purchased between approximately mid-March and  
5 the end of April, numerous consumers reported their orders did not arrive at the  
6 mail carrier's facility and ultimately were not shipped until weeks or months after  
7 their purchase.

8           26. In numerous instances, the QYK Defendants did not ship one or more  
9 pieces of ordered merchandise, including hand sanitizer, within the timeframes  
10 represented in their advertisements and on their websites.

11           27. In numerous instances, when the QYK Defendants failed to ship one  
12 or more pieces of ordered merchandise, including hand sanitizer, within stated time  
13 frames, the QYK Defendants did not offer consumers the opportunity to consent to  
14 a delay in shipping or to cancel their orders and receive refunds.

15           **The QYK Defendants' Refusal to Issue Prompt Refunds and Cancel Orders**

16           28. Numerous consumers complained to QYK about shipping delays via  
17 emails to the company and on its social media web pages.

18           29. In numerous instances, representatives from QYK told consumers  
19 ordered merchandise would ship soon, but did not offer the consumer the option of  
20 canceling and receiving a refund or of consenting to an indefinite delay, or any  
21 delay.

22           30. After not receiving their merchandise, or after complaining and being  
23 informed of the delay, many consumers attempted to cancel their orders and  
24 requested refunds.

25           31. In most instances, QYK refused, if it responded at all. Instead, the  
26 QYK Defendants informed consumers they could not issue a refund once the  
27 shipping label had been created.

28





1           40. On April 9, 2020, Tammabattula reiterated there were not enough raw  
2 ingredients for hand sanitizer: “From the alcohol to the polymers that we use to  
3 gel the product to the plastic bottles that we use to package the product.”

4           41. Despite these public acknowledgments, the QYK Defendants  
5 continued to make the same shipment timing claims on the glowyy.com website,  
6 specifically the QYK Defendants continued to advertise that the products were in  
7 stock and would ship within one to two (1 to 2) days, or three to seven (3 to 7)  
8 days, and continued to take orders with these shipment time claims throughout  
9 April, May, and June 2020.

10           **Dr. J’s Natural Defendants’ Deceptive COVID-19 Prevention Claims**

11           42. Dr. J’s Natural and Dr. J (collectively, “Dr. J’s Natural Defendants”)  
12 offer a product called “Basic Immune IGG” through their website, drjsnatural.com.  
13 The product is part of their “COVID Essentials” line. Dr. J’s Natural Defendants  
14 sell Basic Immune IGG for \$89.

15           43. Basic Immune IGG is the brand name used by the Dr. J’s Natural  
16 Defendants for a product developed by Entera Health, Inc. under the registered  
17 trademark Immunolin.

18           44. Basic Immune IGG/Immunolin is a serum-derived bovine  
19 immunoglobulin concentrate.

20           45. In English, on its website, drjsnatural.com, Dr. J’s Natural Defendants  
21 market Basic Immune IGG as a “protein powder” that can maintain “healthy  
22 immune function” and a “healthy immune system.”

23           46. Similar claims also appear on Dr. J’s Natural Instagram page. For  
24 example, on June 1, 2020, Dr. J’s Natural posted a “COVID-19 Special Offer,”  
25 which offered a discount for Dr. J’s Basic Immune IGG, and promised that the  
26 product would “boost up your immune system.”

27           47. In videos, however, the Dr. J’s Natural Defendants make very  
28 different representations. Specifically, they claim ingesting Basic Immune IGG

1 can prevent transmission of COVID-19; that Basic Immune IGG is FDA approved  
2 for that purpose; and that Basic Immune IGG has been clinically tested and  
3 approved for prevention of COVID-19 transmission.

4 48. The strongest claims appear in Vietnamese language videos. For  
5 example, on or about April 2, 2020, Dr. J appeared on a newscast on Saigon  
6 Entertainment Television (SET), a California-based station broadcasting to  
7 Vietnamese speakers in the United States. In that appearance she told consumers  
8 that Basic Immune IGG could “prevent” COVID-19 by boosting the immune  
9 system, explaining:

10  
11 Dr. J: let’s say if I sit next to Mr. Do Dung or someone else or happen  
12 to touch something and get infected with COVID-19, at least I have  
13 already had more antibodies that can detect the invasion and cling to  
14 and attack the coronavirus. It’s like, the antibodies will say, “hey,  
15 bacteria are penetrating the body, let’s come and fight it off.”

16 49. Dr. J further claimed that mixing Basic Immune IGG with drinking  
17 water could ward off COVID-19. For instance, during the same newscast she  
18 explained:

19  
20 Dr. J: . . . the immunoglobulin antibody therapy that I take with this  
21 powder, like how I drank and showed you earlier, is to increase my  
22 existing antibodies and make them stronger. The product helps  
23 strengthen the army of soldiers already present in my body. Then, let's  
24 say if one coronavirus happens to infiltrate my body, I already have  
25 about five hundred thousand antibodies, thanks to this powder. They  
26 would cling to and bite that coronavirus, push it out and kill it. . . .  
27 And now if Mr. Do Dung or our dearest audience haven’t taken this  
28 antibody powder yet, it means that if the coronavirus enters your

1 body, Mr. Do Dung and you only have 5,000 antibodies while I have  
2 500,000 of them, because I have been taking this antibody powder.  
3

4 50. She also represented, in close proximity to these claims during the  
5 same newscast, that Basic Immune IGG has been FDA approved and undergone  
6 clinical trials. For example, in response to the question “Is it guaranteed that we  
7 will stay safe?” Dr. J responds, “It’s guaranteed, because there is FDA’s  
8 verification and approval.” She also states: “Our parent company is the only  
9 company obtaining the registered trademark for this antibody product from the  
10 FDA []. We have conducted clinical studies, involving the extraction and  
11 cultivation of antibodies taken from cow blood, which is then made into this  
12 antibody powder.”

13 51. Dr. J makes similar claims in Vietnamese on SET during her regularly  
14 broadcast show, the Dr. J’s Natural Show.

15 52. Dr. J also made similar claims in English-language videos appearing  
16 on YouTube. For example, in a June 8, 2020 video in which Dr. J responds to  
17 questions regarding COVID-19 from consumers, she addresses the question “What  
18 is the best preventative measure to take now?” Her response—use Dr. J’s hand  
19 sanitizer and take Basic Immune IGG. Basic Immune IGG will boost the immune  
20 system, “so just in case you get infected with the virus, then your body will be able  
21 to fight back and destroy all the Coronavirus that is entering your body.”

22 53. Similarly, in a June 11, 2020 English-language YouTube video titled,  
23 “How Does Immune IGG Work,” Dr. J claimed that Basic Immune IGG had been  
24 clinically tested, was a “prevention” for COVID-19, and had a “patent” from the  
25 FDA.

26 54. In the June 11 video, Dr. J claimed Basic Immune IGG helps the body  
27 recognize viruses, “especially Coronavirus” and the product has “tons of clinical  
28 data.”



1 a. Any such offer “shall be made within a reasonable time after the  
2 seller first becomes aware of its inability to ship,” but in no event  
3 later than the time stated or within 30 days if no time is stated. 16  
4 C.F.R. § 4352(b)(1).

5 b. The offer must fully inform the buyer of the buyer’s right to cancel  
6 and provide a definite revised shipping date or inform the buyer  
7 that the seller cannot make any representation regarding the length  
8 of the delay. 16 C.F.R. § 435.2(b)(1)(i).

9 61. A seller must “deem an order cancelled and . . . make a prompt refund  
10 to the buyer whenever the seller receives, prior to the time of shipment, notification  
11 from the buyer cancelling the order pursuant to any option [under MITOR] . . . [or]  
12 [t]he seller fails to offer the option [to consent to a delay or cancel required by  
13 § 435.2(b)(1)] and has not shipped the merchandise” within the time required by  
14 MITOR. 16 C.F.R. § (c)(4), (5).

15 62. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3),  
16 and 16 C.F.R. Part 435.2 a violation of the Rule constitutes an unfair or deceptive  
17 act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

18 **Count I- MITOR Violations**

19 **(QYK Defendants)**

20 63. In numerous instances, when the QYK Defendants:

21 a. represent they will ship purchased goods within the one to two (1  
22 to 2) days, three to five days (3 to 5), or three to seven (3 to 7)  
23 days, they do not have a reasonable basis to expect to ship the  
24 goods within the timeframes they promise;

25 b. fail to ship orders within the timeframe required by MITOR, they  
26 also fail to offer customers the opportunity to consent to a delay in  
27 shipping or to cancel their order and receive a prompt refund;  
28

- 1 c. fail to ship orders within the timeframe required by MITOR and  
2 fail to offer consumers the opportunity to consent to a delay in  
3 shipping or to cancel their order, they do not cancel those orders or  
4 provide consumers a prompt refund;
- 5 d. receive cancellation and refund requests from consumers pursuant  
6 to any option under MITOR, they do not deem those orders  
7 cancelled or provide a prompt refund.

8 64. Defendants’ practices as alleged in Paragraph 63 violate MITOR, 16  
9 C.F.R. § 435.2(a), (b), and (c), and therefore are unfair or deceptive acts or  
10 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a).

11 **VIOLATIONS OF THE FTC ACT**

12 65. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
13 deceptive acts or practices in or affecting commerce.”

14 66. Misrepresentations or deceptive omissions of material fact constitute  
15 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

16 67. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the  
17 dissemination of any false advertisement in or affecting commerce for the purpose  
18 of inducing, or which is likely to induce, the purchase of food, drugs, devices,  
19 services, or cosmetics. For purposes of Section 12 of the FTC Act, 15 U.S.C. § 52,  
20 Basic Immune IGG is a “food” or “drug” as “food” and “drug” are defined in  
21 Section 15(b) and (c) of the FTC Act, 15 U.S.C. § 55(b) and (c).

22 **Count II- Deceptive Shipping Claims**

23 **(QYK Defendants)**

24 68. In numerous instances in connection with the advertising, marketing,  
25 promotion, offering for sale, or sale of goods, specifically hand sanitizer and  
26 related products, the QYK Defendants have represented, directly or indirectly,  
27 expressly or by implication, that they:  
28

- 1 a. will ship goods the same day they are purchased, or will ship
- 2 goods within seven (7) days;
- 3 b. have goods in stock and ready to ship; and
- 4 c. will deliver the goods consumers order.

5 69. In truth and in fact, in numerous instances in which the QYK  
6 Defendants have made the representations set forth in Paragraph 68, the QYK  
7 Defendants:

- 8 a. failed to ship goods the same day they were purchased, or failed to
- 9 ship goods within seven (7) days;
- 10 b. did not have sufficient goods in stock to make shipments as
- 11 advertised; or
- 12 c. delivered materially different goods.

13 70. Therefore, Defendants' representations set forth in Paragraph 68 are  
14 false, misleading, or unsubstantiated, and constitute deceptive acts or practices in  
15 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

16 **Count III- Deceptive COVID-19 Prevention Claims**

17 **(Dr. J's Natural Defendants)**

18 71. Through the means described in Paragraphs 42-56, the Dr. J's Natural  
19 Defendants have represented, directly or indirectly, expressly or by implication  
20 that Basic Immune IGG can effectively treat, prevent transmission of, or reduce the  
21 risk of contracting COVID-19.

22 72. The representations set forth in Paragraph 71 are false, misleading or  
23 were not substantiated at the time the representations were made.

24 73. Therefore, the making of the representations as set forth in Paragraph  
25 71 of this Complaint constitutes a deceptive act or practice and the making of false  
26 advertisements, in or affective commerce, in violation of Section 5(a) and 12 of the  
27 FTC Act, 15. U.S.C. §§ 45(a) and 52.





1 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
2 provision of law enforced by the FTC.

3 **PRAYER FOR RELIEF**

4 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act,  
5 15 U.S.C. §§ 53(b), 57b, MITOR, and the Court’s own equitable powers, requests  
6 that the Court:

7 A. Award Plaintiff such preliminary injunctive and ancillary relief as  
8 may be necessary to avert the likelihood of consumer injury during the pendency  
9 of this action and to preserve the possibility of effective final relief, including but  
10 not limited to, temporary and preliminary injunctions;

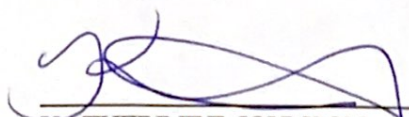
11 B. Enter a permanent injunction to prevent future violations of the FTC  
12 Act by Defendants;

13 C. Award such relief as the Court finds necessary to redress injury to  
14 consumers resulting from Defendants’ violations of the FTC Act and MITOR,  
15 including restitution, rescission or reformation of contracts, the refund of money or  
16 return of property, the payment of damages, and public notification respecting the  
17 rule violation or the unfair or deceptive act or practice; and

18 D. Award Plaintiff the costs of bringing this action, as well as such other  
19 and additional relief as the Court may determine to be just and proper.

20  
21 Respectfully submitted,

22 ALDEN F. ABBOTT  
23 General Counsel

24   
25 \_\_\_\_\_  
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27 KRISTY M. TILLMAN, *pro hac vice pending*  
28 Federal Trade Commission  
600 Pennsylvania Avenue NW, CC-9528  
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25 Dated: August 4, 2020

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