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9 Attorneys for Plaintiff  
10 ZO SKIN HEALTH, INC.

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

13 ZO SKIN HEALTH, INC. a California  
14 Corporation,

Case No. 8:22-cv-1141

15 Plaintiff,

**COMPLAINT FOR:**

16 v.

17 FOREVERYOUNG – LASER  
18 CENTER, WEIGHT MANAGEMENT  
19 & MEDICAL SPA, LLC d/b/a  
20 FOREVERYOUNG MEDSPA  
21 HEALTH & WELLNESS d/b/a DERM  
22 CLINICAL, an Illinois limited liability  
23 company; and DOES 1-10, inclusive,

1. **TRADEMARK INFRINGEMENT IN VIOLATION OF 15 U.S.C §§ 1114, 1125(a)(1)(A);**
2. **FALSE ADVERTISING IN VIOLATION OF 15 U.S.C § 1125(a)(1)(B);**
3. **UNFAIR COMPETITION IN VIOLATION OF 15 U.S.C § 1125(a);**
4. **TRADEMARK DILUTION IN VIOLATION OF 15 U.S.C § 1125(c);**
5. **BREACH OF CONTRACT;**
6. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
7. **UNFAIR COMPETITION IN (CAL. BUS. & PROF. CODE § 17200, et seq.);**
8. **COMMON LAW TRADEMARK INFRINGEMENT**

24 Defendants.

**DEMAND FOR JURY TRIAL**

28

1 Plaintiff, ZO Skin Health, Inc. ("ZOSH"), by and through its counsel of  
2 record, for its Complaint against ForeverYoung – Laser Center, Weight  
3 Management & Medical Spa, LLC d/b/a ForeverYoung MedSpa Health & Wellness  
4 d/b/a Derm Clinical ("ForeverYoung") and Does 1 through 10, inclusive, upon  
5 knowledge as to itself, and upon information and belief as to all other matters,  
6 alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This Court has subject matter jurisdiction over this matter pursuant to  
9 28 U.S.C. §§ 1331 and 1338, 28 U.S.C. § 1367. ZOSH's federal claims are  
10 predicated on 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a) and (c), and its claims  
11 arising under California state law are substantially related such that they form part  
12 of the same case or controversy under Article III of the United States Constitution.

13 2. Venue is proper in this judicial district pursuant to 28 U.S.C. §  
14 1391(b)(2)-(3) as ForeverYoung is subject to personal jurisdiction in this Judicial  
15 District and a substantial part of the events or omissions giving rise to the claims  
16 occurred in this District.

17 3. This Court has specific personal jurisdiction over ForeverYoung  
18 because ForeverYoung has expressly aimed its tortious activities towards the State  
19 of California, purposefully availed themselves to the privilege of doing business in  
20 California, and engaged in significant contacts with California, including significant  
21 and regular sales, shipments, and distribution of products bearing ZOSH's  
22 trademarks in California and to California residents.

23 4. This Court additionally has specific personal jurisdiction over  
24 ForeverYoung because the contract on which this action is founded includes a forum  
25 selection clause, whereby ForeverYoung agreed to be sued in this jurisdiction.

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27 ///

28 ///

1 **THE PARTIES**

2 5. ZOSH is a corporation organized and existing under the laws of  
3 California, with its principal place of business located in Irvine, California.

4 6. On information and belief, ForeverYoung is a limited liability company  
5 existing under the laws of Illinois of which Irfan Ali is a member, an individual and  
6 citizen of the State of Illinois.

7 7. The true names and capacities, whether individual, corporate, associate,  
8 or otherwise, of the remaining defendants, sued as Does 1 through 10, inclusive, are  
9 unknown to ZOSH, which therefore sues said defendants by such fictitious names.  
10 ZOSH alleges that each of the defendants designated herein as a fictitiously named  
11 defendant is, in some manner, means, and/or degree responsible for the events and  
12 transaction at issue herein, and that ZOSH's injuries were proximately caused  
13 thereby. ZOSH will amend this Complaint to allege the true names and capacities  
14 of those defendants when ascertained.

15 **FACTUAL BACKGROUND**

16 **ZO Skin Health, Inc. Products, Policies, and Trademarks**

17 8. ZOSH is a California corporation that researches, develops, designs,  
18 manufactures, markets and sells scientifically formulated cosmeceutical products  
19 ("ZO Products"). Various ZO Products are medical grade cosmetics and skin care  
20 products.

21 9. Some of the ZO Products are regulated by the U.S. Food and Drug  
22 Administration ("FDA"). Pursuant to FDA regulations, only licensed physicians are  
23 allowed to prescribe, recommend and sell these prescription grade ZO Products.

24 10. All ZO Products are exclusively sold through a network of licensed  
25 physicians that operate throughout the United States and are qualified Authorized  
26 Account Customers. These Authorized Account Customers have generated  
27 considerable sales of ZO Products from 2011 to present, totaling more than two  
28 hundred million sales by said Authorized Account Customers.

1 11. Licensed physicians can apply to open an Authorized Account with  
2 ZOSH, and thereby obtain Authorized Account Customer status, by submitting a  
3 New Account Application to ZOSH.

4 12. Qualified Authorized Account Customers may dispense and maintain  
5 certain ZO Products in their business practices, subject to ZO's Sales Terms and  
6 Policies.

7 13. As part of the ZO Sales Terms and Policies, ZOSH has implemented  
8 and maintains an Anti-Diversion Program that aggressively pursues those who sell  
9 or attempt to sell ZO Products on the Internet or any other methods of distance  
10 selling, whether through their own website or any other third-party seller website  
11 (i.e., Amazon, eBay, Marketplace) ("ZO Anti-Diversion Policy").

12 14. ZOSH only adds licensed physicians to its network of Authorized  
13 Account Customers once the licensed physician consents to the ZO Anti-Diversion  
14 Policy.

15 15. The ZO Anti-Diversion Policy prohibits any licensed physician, or  
16 anyone associated with the licensed physician, from selling ZO Products online.

17 16. This is because ZOSH maintains the exclusive right to sell ZO Products  
18 online.

19 17. By distributing ZO Products exclusively through these licensed  
20 physicians and ZOSH's exclusive authorized online marketplace, ZOSH is able to  
21 ensure the safety and satisfaction of consumers and safeguard the reputation and  
22 integrity of ZO Products and the ZO Skin Health, Inc. brand.

23 18. Further, to promote and protect the ZO Skin Health, Inc. brand, ZOSH  
24 has registered numerous trademarks with the United States Patent and Trademark  
25 Office, including but not limited to ZO and the ZO design logo (collectively, the  
26 "ZO Trademarks").

27 19. The registration for the ZO Trademarks are valid, subsisting and in full  
28 force and effect, and constitute prima facie evidence of the validity of the ZO

1 Trademarks and of the registration of the ZO Trademarks, of ZOSH's ownership of  
2 the ZO Trademarks, and ZOSH's exclusive right to use the ZO Trademarks in  
3 commerce in connection with the goods specified in the registrations.

4 20. ZOSH actively uses, advertises, and markets all of the ZO Trademarks  
5 in commerce throughout the United States.

6 21. Consumers and licensed physicians recognize the ZO Trademarks as  
7 being associated with cutting edge, medically advanced cosmeceutical products with  
8 unparalleled results.

9 22. Further, consumers trust the ZO Skin Health, Inc. brand and associate  
10 the ZO Skin Health, Inc. name with high quality, scientifically formulated and  
11 advanced products because of the cutting edge, medically advanced technologies  
12 and results of ZO Products.

13 23. As a result, the ZO Trademarks are widely recognized by the general  
14 consumer of the United States, and ZOSH is recognized as the source of products  
15 bearing the ZO Trademarks.

16 24. Due to the superior quality and exclusive distribution of ZO Products,  
17 and because ZOSH is recognized as the source of these high-quality products, the  
18 ZO Trademarks have considerable value.

19 25. ZOSH implements strict quality controls over its ZO Products to  
20 maintain its distinct recognition as high quality products. ZOSH's ability to exercise  
21 these quality controls is essential to the quality, safety and integrity of the ZO  
22 Products, as well as the value of the ZO Trademarks and related intellectual  
23 property. The ZO Anti-Diversion Program is intended to achieve these results.

24 26. As part of the ZO Anti-Diversion Program, ZOSH requires the licensed  
25 physicians to adhere to ZOSH's policies, procedures and agreements ("ZO Sales  
26 Terms and Policies").

27 27. The ZO Sales Terms and Policies govern the manner in which licensed  
28 physicians sell ZO Products.

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