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 19 Federal Trade Commission

20 UNITED STATES DISTRICT COURT  
 21 CENTRAL DISTRICT OF CALIFORNIA

	) Case No. 8:15-CV-1314
FEDERAL TRADE COMMISSION,	)
Plaintiff,	)
v.	) COMPLAINT FOR PERMANENT
ZADRO HEALTH SOLUTIONS,	) INJUNCTION AND OTHER
INC. a California corporation,	) EQUITABLE RELIEF
	)

1		)
2	ZLATKO ZADRO,	)
3	individually and as an officer of	)
4	Zadro Health Solutions, Inc., and	)
5		)
6	REBECCA ZADRO, aka Becky	)
7	Zadro, individually and as an officer	)
8	of Zadro Health Solutions, Inc.,	)
9		)
10	Defendants.	)
11		)

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

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, in connection with their advertising, marketing, distribution, offering for sale, and sale of ultraviolet light disinfection devices, including the Nano-UV Disinfection Scanner, the Nano-UV Wand, and the Nano-UV Water Disinfectant devices.

**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 52, and 53(b).

1 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2),  
2 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

3 **PLAINTIFF**

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5 4. The FTC is an independent agency of the United States Government  
6 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC  
7 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
8 affecting commerce. The FTC also enforces Section 12 of the FTC Act, 15 U.S.C.  
9 § 52, which prohibits false advertisements for food, drugs, devices, services, or  
10 cosmetics in or affecting commerce.  
11

12  
13 5. The FTC is authorized to initiate federal district court proceedings, by  
14 its own attorneys, to enjoin violations of the FTC Act and to secure such equitable  
15 relief as may be appropriate in each case, including rescission or reformation of  
16 contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten  
17 monies. 15 U.S.C. § 53(b).  
18

19 **DEFENDANTS**

20  
21 6. Defendant Zadro Health Solutions, Inc. (“Zadro Health”) is a  
22 California corporation with its principal place of business at 5422 Argosy Drive,  
23 Huntington Beach, California 92649. Zadro Health transacts or has transacted  
24 business in this district and throughout the United States. At all times material to  
25 this Complaint, acting alone or in concert with others, Zadro Health has advertised,  
26  
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1 marketed, offered for sale, or sold ultraviolet light disinfectant devices, including  
2 its Nano-UV Disinfection Scanner, Nano-UV Wand, and Nano-UV Water  
3 Disinfectant (“Nano-UV devices”), to consumers throughout the United States.  
4

5 7. Defendant Zlatko Zadro is the president and secretary of Zadro  
6 Health. At all times material to this Complaint, acting alone or in concert with  
7 others, he has formulated, directed, controlled, had the authority to control, or  
8 participated in the acts and practices of Zadro Health, including the acts and  
9 practices set forth in this Complaint. Zlatko Zadro approves all ads, promotional  
10 material, and substantiation for all Zadro Health representations, including those  
11 for the Nano-UV devices. Zlatko Zadro resides in this district and, in connection  
12 with the matters alleged here, transacts or has transacted business in this district  
13 and throughout the United States.  
14  
15  
16

17 8. Defendant Rebecca Zadro, aka Becky Zadro, is the vice president and  
18 treasurer of Zadro Health. At all times material to this Complaint, acting alone or  
19 in concert with others, she has formulated, directed, controlled, had the authority to  
20 control, or participated in the acts and practices of Zadro Health, including the acts  
21 and practices set forth in this Complaint. Rebecca Zadro reviews for approval all  
22 ads, promotional material, and substantiation for all Zadro Health representations,  
23 including those for the Nano-UV devices. Rebecca Zadro resides in this district  
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1 and, in connection with the matters alleged here, transacts or has transacted  
2 business in this district and throughout the United States.

3  
4 **COMMERCE**

5 9. 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

9 **DEFENDANTS’ BUSINESS ACTIVITIES**

10 10. Defendant Zadro Health markets a broad array of consumer products,  
11 including health and wellness products. Defendants have advertised, marketed,  
12 offered for sale, and sold their Nano-UV devices directly on their own  
13 *zadrohs.com* website and through national retailers, including *skymall.com*,  
14 *amazon.com*, *drugstore.com*, *target.com*, *brookstone.com*, and *wayfair.com*  
15 websites and SkyMall, Magellan’s, Hammacher Schlemmer, and Frontgate  
16 catalogs.  
17  
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19

20 11. Defendants have advertised, marketed, offered for sale, or sold their  
21 Nano-UV devices from at least January 1, 2011, to the present. Defendants sell the  
22 Nano-UV Disinfection Scanner for \$59.99, the Nano-UV Wand for \$159.99, and  
23 the Nano-UV Water Disinfectant for \$99.99.  
24  
25

26 12. To induce consumers to purchase their Nano-UV devices, Defendants  
27 have disseminated or caused to be disseminated advertisements and marketing  
28

1 materials, including, but not limited to, the attached Exhibits A through I.

2 Defendants' Nano-UV device advertisements and marketing materials contain the  
3 following statements and depictions, among others:  
4

5 a. UV Disinfection Scanners

6 Help protect against harmful germs, viruses, and bacteria  
7 with patented UV Disinfecting Technology.

8 Our specially designed Disinfecting Wands have been  
9 proven to eliminate 99.9% of targeted germs and viruses\*  
10 on surfaces and in water in as little as 10 seconds.

11 \*Targeted germs and viruses include: Salmonella, E. Coli,  
12 Staphylococcus Aureus, and the H1N1 virus

13 (Exhibit A – *zadrohs.com*, 2/5/15)

14 b. Zadro Nano UV Disinfection Light  
15 by Zadro

16 \* \* \*

17 Lightweight and portable UV disinfection scanner proven  
18 to kill 99.9% of germs and bacteria in 10 seconds or less

19 \* \* \*

20 For office, home or travel, the new Nano-UV Disinfection  
21 Light Scanner by Zadro Products eliminates 99.99% of  
22 bacteria, mold, fungus and virus surface contaminants in  
23 only 10-seconds from virtually any type of surface to  
24 promote better health in a more germ-free environment. . . .  
25 The compact Nano-UV Disinfection Light Scanner . . .  
26 effectively kills 99.99% of all germs from any type of  
27 surface with a quick 10-second sweep by the Nano  
28 Scanner. For easy operation, users simply flip open the  
unit, click the 10-second auto-timer side button and  
sweep the light ¼ to 4-inches over the desktop, computer

1 keyboard, phone or any other desired surface area where  
2 germs collect.

3 (Exhibit B – *amazon.com* ad, 2/5/15)

- 4 c. Safely kills 99.9% of targeted bacteria –  
5 E.Coli, Salmonella and the H1N1 virus in  
6 10 seconds

7 Protect yourself and your family from harmful  
8 germs found in your home, while you travel or in  
9 public places with the Nano-UV[.] Proven effective  
10 by independent testing laboratories, these devices  
11 use Nano-UV light to destroy all kinds of micro-  
organisms without toxins or side effects. Simply  
pass the scanner over any area for 10 seconds and  
you're done. Use it anywhere!

12 \* \* \*

13 Effective in killing dust mites [sic] eggs in pillows,  
14 bedding and carpet

15 \* \* \*

16 Proven 99.9% effective

17 [photos depict lettuce, other vegetables, a knife, a  
18 cutting board, a bed, and pillows]

19 (Exhibit C – SkyMall catalog ad, Summer 2012)

- 20  
21 d. Safely kills 99.9% of targeted bacteria – E.Coli,  
22 Salmonella, and the H1N1 virus in 10 seconds.  
23 Effective in killing dust mite eggs in pillows, bedding,  
and carpet.

24 Stop the spread of germs – from the common  
25 cold and flu viruses to bacteria, mold and fungus with  
26 Nano-UV Disinfectant Wands.

27 Proven effective by independent testing laboratories,  
28 the Nano-UV disinfectant wand destroys all kinds of

1 different microorganisms without the use of harmful  
2 chemical disinfectants or sprays. Use to reduce dust  
3 mite populations and flea and bed bug eggs in mattresses,  
4 pillows and carpets at home or away. Simply pass the  
5 wand over any area for 10 seconds and you're done.  
6 Use it anywhere!

7 Nano-UV wand kills 99.9% of bacteria, germs and  
8 viruses on surfaces.

9 [photo depicts lettuce, other vegetables, a knife, and a  
10 cutting board]

11 (Exhibit D – *skymall.com* ad, 12/11/13)

- 12 e. Backed by independent laboratory studies, the  
13 Nano-UV Water and Surface Disinfectant eliminates  
14 99.9% of bacteria, mold and fungus in only 10 seconds  
15 for surfaces and 40 seconds for water.

16 So when you are traveling or in unfamiliar locations,  
17 you can confidently eliminate germs you may be  
18 exposed to.

19 [photo depicts beach, ocean, and cup of liquid]

20 (Exhibit E – *skymall.com* ad, 12/11/13)

- 21 f. NANO-UV™ DUAL SCANNER  
22 Water & Surface Disinfection

23 Safely kills 99.9% of targeted germs in water and  
24 on surfaces

25 Proven Effective Surface Disinfection for:

- 26 ·Restrooms           ·Airlines           ·Waiting Rooms  
27 ·Hospitals           ·Hotels           ·Kitchens   ·Gyms  
28 ·Grocery Store   ·Offices           ·Nurseries   ·Public Places

Proven Effective for Water Disinfection When:

- .Camping .Traveling .Vacationing
- .Hiking .Biking .Remote Areas
- .At Home .In Foreign Countries

[photos depict beach, ocean, plate with silverware, glass of liquid, door handle, computer and keyboard, bathroom counter with sinks, kitchen counters and stove top, and baby crib with stuffed teddy bear]

(Exhibit F – Nano-UV Dual Scanner packaging)

g. Nano-UV™ Wand  
Large Area Disinfection Scanner

Surfaces Become Virtually Germ-Free After A  
Quick 10 Second Sweep

\* \* \*

Nano-UV™ light kills 99% of Targeted germs  
on surfaces after a quick 10 second sweep!

\* \* \*

Proven effective for:

- |                    |                 |              |
|--------------------|-----------------|--------------|
| .Food Preparation  | .Nurseries      | .Pillows     |
| .Kitchen Counters  | .Butcher Blocks | .Rugs        |
| .Beds & Mattresses | .Footwear       | .Hotels      |
| .Shower Floors     | .Play Areas     | .Tables      |
| .Remote Controls   | .Restaurants    | .High Chairs |
| .Public Rest Rooms | .Offices        | .Toys        |
| .Clinics           | .Waiting Rooms  | .Curtains    |

[photos depict hotel room beds and pillows; lettuce, tomatoes, knife, and cutting board; and baby crib with stuffed teddy bear]

(Exhibit G – Nano-UV Wand packaging)

1 h. NANO-UV™ DUAL SCANNER  
2 Water & Surface Disinfection  
3 User Manual

4 \* \* \*

5 The Nano-UV™ Dual Scanner for water and surface  
6 disinfection safely kills 99.9% of targeted germs on  
7 surfaces within 10 seconds or in 500 mls (2 cups) of  
8 water within 40 seconds.

9 \* \* \*

10 It produces sufficient energy to damage and alter  
11 DNA of all kinds of microorganisms.

12 \* \* \*

13 Use Nano-UV™ Dual Scanner in:

14 Homes: kitchens, bathrooms, butcher blocks,  
15 remote controls, counters, bedding, mattresses,  
16 toilets, shower floors, footwear, litter boxes,  
17 pet beds

18 Nurseries: bottles, pacifiers, changing tables,  
19 cribs, toys

20 Offices: telephones, restrooms, cell phones,  
21 keyboards, furniture

22 Public places: hospitals, clinics, medical offices,  
23 waiting rooms, retirement homes, gyms

24 Restaurants: utensils, tableware, high chairs,  
25 restrooms

26 Public Restrooms: toilets, sinks, doorknobs,  
27 paper towel dispensers  
28

1 Traveling:

2 Hotels: pillows, bedding, towels, doorknobs,  
3 bathrooms, tables

4 Airplanes: seats, headrests, waiting areas,  
5 trays, headsets

6 For Water Disinfection:

7  
8 Use to disinfect water so that it is suitable for  
9 drinking and free of bacterial contaminants  
10 which can cause illness.

11 \* \* \*

12 (Exhibit H – Nano-UV Dual Scanner user manual)

- 13 i. NANO-UV™ WAND  
14 Large Area Disinfection Scanner  
15 User Manual

16 \* \* \*

17 This product is designed for a powerful surface  
18 disinfection. It produces sufficient energy to  
19 destroy DNA of all kinds of microorganisms.

20 \* \* \*

21 It will kill 99.9% of Targeted Germs on Surfaces  
22 in 10 seconds.

23 \* \* \*

24 Application Area

25 Infants – bottles, pacifiers, changing tables,  
26 cribs & toys

27 Restaurants – utensils, tableware, high chairs,  
28 restrooms, tables, kitchens & food.

1 Hotels – pillows, bedding, towels, doorknobs,  
2 restrooms & beds.

3 Offices – telephones, office equipment,  
4 keyboards, furniture & restrooms

5 Public restrooms – toilets, sinks, doorknobs,  
6 paper towel dispensers

7 Home – butcher blocks, cat litter boxes, kitchen  
8 counters, bedrooms, sinks & toilets.

9 Hospitals, clinics and retirement homes.

10 \* \* \*

11  
12 (Exhibit I – Nano-UV Wand user manual)

13 **VIOLATIONS OF THE FTC ACT**

14  
15 13. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
16 deceptive acts or practices in or affecting commerce.” Misrepresentations or  
17 deceptive omissions of material fact constitute deceptive acts or practices  
18 prohibited by Section 5(a) of the FTC Act.  
19

20 14. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the  
21 dissemination of any false advertisement in or affecting commerce for the purpose  
22 of inducing, or which is likely to induce, the purchase of food, drugs, devices,  
23 services, or cosmetics. For the purposes of Section 12 of the FTC Act, 15 U.S.C.  
24 § 52, the Nano-UV devices are “devices” as defined in Section 15(d) of the FTC  
25 Act, 15 U.S.C. § 55(d).  
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**Count I**

**False or Unsubstantiated Claims**

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15. Through the means described in Paragraph 12, Defendants have represented, directly or indirectly, expressly or by implication, that:

- a. Nano-UV devices kill 99.9% of bacteria, germs, and viruses, including *E. coli*, *Salmonella*, *Staphylococcus Aureus*, and the H1N1 virus, on any surface in only 10 seconds;
- b. Nano-UV devices stop the spread of germs, from the common cold and flu viruses to bacteria, mold, and fungus;
- c. Nano-UV devices kill dust mite populations and eggs, flea eggs, and bed bug eggs in pillows, bedding, and carpet; and
- d. Nano-UV water disinfectant devices eliminate 99.9% of bacteria, mold, and fungus on water surfaces in only 10 seconds and in water in only 40 seconds.

16. The representations set forth in Paragraph 15 are false or were not substantiated at the time the representations were made.

17. Therefore, the making of the representations as set forth in Paragraph 15 of this Complaint constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

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**II**

**False Establishment Claims**

18. Through the means described in Paragraph 12, Defendants have represented, directly or indirectly, expressly or by implication, that scientific studies prove that Nano-UV devices will cause the results described in Paragraph 15.

19. The representation set forth in Paragraph 18 is false.

20. Therefore, the making of the representation as set forth in Paragraph 18 of this Complaint constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

**CONSUMER INJURY**

22. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

**THIS COURT'S POWER TO GRANT RELIEF**

23. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt

1 and redress violations of any provision of law enforced by the FTC. The Court, in  
2 the exercise of its equitable jurisdiction, may award ancillary relief, including  
3 rescission or reformation of contracts, restitution, the refund of monies paid, and  
4 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
5 provision of law enforced by the FTC.  
6

7  
8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15  
10 U.S.C. § 53(b), and the Court's own equitable powers, requests that the Court:  
11

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

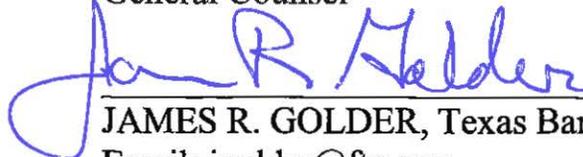
14 B. Award such relief as the Court finds necessary to redress injury to  
15 consumers resulting from Defendants' violations of the FTC Act, including, but  
16 not limited to, rescission or reformation of contracts, restitution, the refund of  
17 monies paid, and the disgorgement of ill-gotten monies; and  
18

19 C. Award Plaintiff the costs of bringing this action, as well as such other  
20 and additional relief as the Court may determine to be just and proper.  
21

22 Dated: 8/18/15

23 Respectfully submitted,

24 JONATHAN E. NUECHTERLEIN  
25 General Counsel

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28 JAMES R. GOLDER, Texas Bar No. 08089520  
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