

**ORIGINAL**

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8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **WESTERN DIVISION**

12 FEDERAL TRADE COMMISSION,

13 Plaintiff,

14 v.

15 7 DAY MARKETING, INC.,  
16 ANTHONY PARIS DEAGUERO a/k/a  
PARIS DEAGUERO a/k/a THE  
17 HEALTH MAN,  
DIETER AMMANN, and  
18 LAURA DEAGUERO,

19 Defendants.

Hon.

20 **CV 08-01094 ER (FTM)**

21  
22 **STIPULATED FINAL ORDER**  
23 **FOR PERMANENT**  
24 **INJUNCTION AND**  
25 **SETTLEMENT OF CLAIMS**  
26 **FOR MONETARY RELIEF**  
27 **AS TO DEFENDANTS 7 DAY**  
28 **MARKETING, INC.,**  
**ANTHONY PARIS**  
**DEAGUERO, AND LAURA**  
**DEAGUERO**

**TAXED**

22 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), filed a  
23 Complaint for permanent injunction and other relief against 7 Day Marketing, Inc.,  
24 Anthony Paris DeAguero a/k/a Paris DeAguero a/k/a the Health Man, Dieter  
25 Ammann, and Laura DeAguero pursuant to Section 13(b) of the Federal Trade  
26 Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The Complaint alleges that  
27 these Defendants engaged in unfair or deceptive acts or practices in violation of  
28 Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52. Defendants 7

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FEDERAL TRADE COMMISSION  
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1 Day Marketing, Inc., Anthony Paris DeAgüero, and Laura DeAgüero deny the  
2 allegations in the Complaint, except jurisdictional facts, but are willing to agree to  
3 entry of the following Stipulated Final Order for Permanent Injunction and  
4 Settlement of Claims for Monetary Relief ("Order"), without adjudication of any  
5 issues of fact or law.

6 The Commission and Defendants 7 Day Marketing, Inc., Anthony Paris  
7 DeAgüero, and Laura DeAgüero have stipulated to the entry of the following  
8 Order in settlement of the Commission's Complaint against Defendants. The  
9 Court, being advised in the premises, finds:

10 **FINDINGS**

11 1. This Court has jurisdiction over the subject matter of this case and  
12 jurisdiction over all parties. Venue in the Central District of California is proper.

13 2. The Complaint states a claim upon which relief can be granted, and  
14 the Commission has the authority to seek the relief it has requested.

15 3. The activities of Defendants are in or affecting commerce, as defined  
16 in 15 U.S.C. § 44.

17 4. The Defendants waive all rights to seek judicial review or otherwise  
18 challenge or contest the validity of this Order. Defendants also waive any claims  
19 that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412,  
20 concerning the prosecution of this action to the date of this Order.

21 5. Each party shall bear its own costs and attorneys' fees.

22 6. Entry of this Order is in the public interest.

23 7. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of  
24 this Order are binding upon Defendants, and their officers, agents, servants,  
25 employees, and all other persons or entities in active concert or participation with  
26 them, who receive actual notice of this Order by personal service or otherwise.

27 8. This Order reflects the negotiated agreement of the parties.

28 9. The paragraphs of this Order shall be read as the necessary

1 requirements for compliance, and not as alternatives for compliance, and no  
2 paragraph serves to modify another paragraph unless expressly so stated.

3 **ORDER**

4 **DEFINITIONS**

5 For purposes of this Order, the following Definitions shall apply:

6 1. "7DMI" means 7 Day Marketing, Inc., a California corporation  
7 with its principal place of business at 7271 Paramount Blvd., Pico Rivera, CA  
8 90660, its divisions and subsidiaries, and its successors and assigns.

9 2. "7DMC" means 7 Day Miracle Cleanse, a fictitious business name  
10 registered and owned by Defendants Anthony Paris DeAgüero and Laura  
11 DeAgüero, its divisions and subsidiaries, and its successors and assigns.

12 3. "Anthony Paris DeAgüero" means Anthony Paris DeAgüero a/k/a  
13 Paris DeAgüero and a/k/a the Health Man, individually, and as a principal, officer,  
14 director, and manager of 7DMI, and as the registered owner of and doing business  
15 as 7 Day Miracle Cleanse.

16 4. "Laura DeAgüero" means Laura DeAgüero individually and as  
17 registered owner of and doing business as 7 Day Miracle Cleanse.

18 5. Unless otherwise specified, "Defendants" means 7DMI, Anthony  
19 Paris DeAgüero, and Laura DeAgüero.

20 6. "7 Day Miracle Cleanse program" means the program marketed by  
21 Defendants under that name, as well as any individual products marketed as part of  
22 that program, including but not limited to the Herbal Mucous Eliminator, Super  
23 Boost Greens, and Parasine 2.

24 7. "Advertisement" means any written or verbal statement, illustration,  
25 or depiction that is designed to effect a sale or to create interest in the purchasing  
26 of goods or services, whether it appears in a book, brochure, newspaper, magazine,  
27 pamphlet, leaflet, circular, mailer, book insert, letter, catalogue, poster, chart,  
28 billboard, public transit card, point of purchase display, packaging, package insert,

1 label, film, slide, radio, television or cable television, video news release, audio  
2 program transmitted over a telephone system, infomercial, the Internet,  
3 e-mail, or in any other medium.

4 8. "Assisting others" means knowingly providing any of the following  
5 services to any person or entity: (a) performing customer service for any person or  
6 entity, including, but not limited to, outbound or inbound telemarketing, upselling,  
7 cross-selling, handling customer complaints, credit card or debit card processing,  
8 refund processing; web design and marketing, continuity program development, or  
9 designing, preparing, or assisting in the preparation of product labeling or  
10 packaging; (b) formulating or providing, or arranging for the formulation or  
11 provision of, any sales script or any other advertising or marketing material for any  
12 such person or entity; (c) leasing, renting, selling, or servicing customer lists; or (d)  
13 performing advertising or marketing services or consulting services of any kind for  
14 any such person or entity.

15 9. "Commerce" means as defined in Section 4 of the FTC Act, 15 U.S.C.  
16 § 44.

17 10. "Competent and reliable scientific evidence" means tests, analyses,  
18 research, studies, or other evidence based on the expertise of professionals in the  
19 relevant area, that has been conducted and evaluated in an objective manner by  
20 persons qualified to do so, using procedures generally accepted in the profession to  
21 yield accurate and reliable results.

22 11. "Food" and "drug" mean as defined in Section 15 of the FTC Act, 15  
23 U.S.C. § 55.

24 12. "Infomercial" means any written or verbal statement, illustration, or  
25 depiction that is 120 seconds or longer in duration that is designed to effect a sale  
26 or create interest in the purchasing of goods or services, which appears in radio,  
27 television, the Internet, or video news release.

28 13. The term "including" in this Order means "without limitation."

1 14. The terms “and” and “or” in this Order shall be construed  
2 conjunctively or disjunctively as necessary, to make the applicable phrase inclusive  
3 rather than exclusive.

4 15. “Endorsement” means as defined in 16 C.F.R. § 255.0(b).

5 **PROHIBITED BUSINESS ACTIVITIES**

6 **I.**

7 **IT IS HEREBY ORDERED** that Defendants 7DMI, Anthony Paris  
8 DeAguero, and Laura DeAguero, directly or through any corporation, partnership,  
9 subsidiary, division, trade name, or other entity, and their officers, directors,  
10 agents, servants, employees, and all persons and entities in active concert or  
11 participation with them who receive actual notice of this Order by personal service  
12 or otherwise, in connection with the manufacturing, labeling, advertising,  
13 promotion, offering for sale, sale, or distribution of any product, program, or  
14 service, are hereby permanently enjoined and restrained from producing,  
15 disseminating, making, or assisting others in making any representation in an  
16 infomercial. This Paragraph does not prohibit Defendants from making any  
17 representation in any infomercial in connection with the manufacturing, labeling,  
18 advertising, promotion, offering for sale, sale, or distribution of any book,  
19 newsletter, or other informational publication in any format *provided* that such  
20 book, newsletter, or other informational publication: (1) does not reference,  
21 directly or indirectly, any branded or trademarked product, program, or service;  
22 (2) is not, directly or indirectly, an advertisement for any product, program, or  
23 service; and (3) is not sold, promoted, or marketed, directly or indirectly, in  
24 conjunction with any product, program, or service that is related to the content of  
25 the book, newsletter, informational publication, or infomercial. Additionally, the  
26 infomercial for any such book, newsletter, or informational publication shall not  
27 misrepresent the content of the book, newsletter, or informational publication.

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1 II.

2 IT IS FURTHER ORDERED that Defendants 7DMI, Anthony Paris  
3 DeAgüero, and Laura DeAgüero, directly or through any corporation, partnership,  
4 subsidiary, division, trade name, or other device, and their officers, agents,  
5 representatives, employees, attorneys, and all persons or entities in active concert  
6 or participation with them who receive actual notice of this Order, by personal  
7 service or otherwise, in connection with the manufacturing, labeling, advertising,  
8 promotion, offering for sale, sale, or distribution of any product, program, or  
9 service, are hereby permanently enjoined and restrained from making or assisting  
10 others in making, expressly or by implication, including through the use of any  
11 product name or endorsement, any representation regarding the health benefits of  
12 such product, program, or service or that such product, program, or service can  
13 cure, treat, or prevent any disease. This Paragraph does not prohibit Defendants  
14 from making any representation in connection with the manufacturing, labeling,  
15 advertising, promotion, offering for sale, sale, or distribution of any book,  
16 newsletter, or other informational publication in any format *provided* that such  
17 book, newsletter, or other informational publication: (1) does not reference,  
18 directly or indirectly, any branded or trademarked product, program, or service that  
19 Defendants are promoting; (2) is not, directly or indirectly, an advertisement for  
20 any product, program, or service; and (3) is not sold, promoted, or marketed,  
21 directly or indirectly, in conjunction with any product, program, or service that is  
22 related to the content of the book, newsletter, informational publication, or  
23 infomercial. Additionally, any representation regarding the book, newsletter, or  
24 informational publication shall not misrepresent the content of the book,  
25 newsletter, or informational publication.



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**III.**

**IT IS FURTHER ORDERED** that Defendants 7DMI, Anthony Paris DeAgüero, and Laura DeAgüero, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons and entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby permanently restrained and enjoined from the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of the 7 Day Miracle Cleanse program, the Mucous Eliminator, Super Boost Greens, and Parasine 2.

**IV.**

**IT IS FURTHER ORDERED** that Defendants 7DMI, Anthony Paris DeAgüero, and Laura DeAgüero, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, representatives, employees, attorneys, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any product, program, or service are hereby permanently restrained and enjoined from making, or assisting others in making, any representation, in any manner, expressly or by implication, including through the use of any product name or endorsement, about the benefits, performance, or efficacy of any product, program, or service unless the representation is true and non-misleading.

**MISREPRESENTATION OF TESTS OR STUDIES**

**V.**

**IT IS FURTHER ORDERED** that Defendants 7DMI, Anthony Paris DeAgüero, and Laura DeAgüero, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents,

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1 servants, representatives, employees, and all persons or entities in active concert or  
2 participation with them who receive actual notice of this Order, by personal service  
3 or otherwise, in connection with the manufacturing, labeling, advertising,  
4 promotion, offering for sale, sale, or distribution of any product, program, or  
5 service are hereby permanently restrained and enjoined from misrepresenting, in  
6 any manner, expressly or by implication, including through the use of any product  
7 name or endorsement, the existence, contents, validity, results, conclusions, or  
8 interpretations of any test or study.

9 **DESTRUCTION AND/OR TRANSFER OF CUSTOMER LISTS**

10 **VI.**

11 **IT IS FURTHER ORDERED** that:

12 A. Defendants 7DMI, Anthony Paris DeAgüero, and Laura DeAgüero,  
13 and any other entities owned or controlled, directly or indirectly, by Defendants,  
14 shall permanently delete or destroy all customer information in their possession,  
15 custody, or control, with respect to any customer who purchased the 7 Day Miracle  
16 Cleanse program, or any individual product sold as part of such program, including  
17 the Mucous Eliminator, Parasine 2, or Super Boost Greens within 120 days of  
18 entry of this Order unless:

- 19 1. Defendants are prohibited from deleting or destroying such  
20 information by law, regulation, or court order; or
- 21 2. The following litigations have not been finally resolved, in  
22 which case Defendants shall retain such customer records solely  
23 as needed in those litigations, and, upon final resolution, shall  
24 permanently delete or destroy such records unless prohibited by  
25 law, regulation, or court order:
  - 26 a. *Flynn v 7 Day Marketing, Inc. et al.*, No. BC 363218  
27 (Super. Ct., L.A. County); or
  - 28 b. *Flati v. 7 Day Marketing, Inc. et al.*, No. BC 375333



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1 (Super. Ct., L.A. County).

2 Within 14 days of final resolution of the litigations identified above, Defendants  
3 shall provide written confirmation to the FTC, sworn under penalty of perjury, that  
4 all such customer information has been deleted or destroyed unless Defendants are  
5 prohibited from deleting or destroying such information by law, regulation, or  
6 court order, in which case Defendants shall provide a written statement to the FTC,  
7 sworn under penalty of perjury, either (1) confirming that all customer information  
8 has been deleted or destroyed, or (2) identifying any customer information that has  
9 not been deleted or destroyed and the specific lawsuit, law, regulation, or court  
10 order that prohibits Defendants from deleting or destroying such information.

11 Unless otherwise directed by a Commission representative, prior to destroying the  
12 customer information, a complete set of the information, in proper searchable  
13 electronic format, shall be provided to the Commission at Defendants' expense.

14 For purposes of this Subparagraph, "customer information" shall mean information  
15 of or relating to consumers collected by Defendants, including, but not limited to,  
16 name, address, billing information, order history, telephone numbers, and e-mail  
17 addresses; and

18 B. Defendants 7DMI, Anthony Paris DeAguero; and Laura DeAguero,  
19 directly or through any corporation, partnership, subsidiary, division, trade name,  
20 or other device, and their officers, agents, servants, employees, and attorneys and  
21 all other persons or entities who receive actual notice of this Order by personal  
22 service or otherwise, are permanently restrained and enjoined from, directly or  
23 indirectly, selling, renting, leasing, transferring, or otherwise disclosing to anyone  
24 the name, address, telephone number, credit card number, bank account number,  
25 e-mail address, or other identifying information of any person who paid, who was  
26 solicited to pay, or whose identifying information was obtained for the purpose of  
27 soliciting them to pay, any money, to any Defendant in this action at any time prior  
28 to entry of this Order, in connection with the purchase of the 7 Day Miracle

1 Cleanse program, or any individual product sold as part of such program, including  
2 the Mucous Eliminator, Parasine 2, or Super Boost Greens. *Provided, however,*  
3 that Defendants may disclose such identifying information as required in this  
4 Paragraph to any law enforcement agency, or as required by any law, regulation, or  
5 court order.

6 **MONETARY JUDGMENT AND REDRESS TO CONSUMERS**

7 **VII.**

8 **IT IS FURTHER ORDERED** that:

9 A. Judgment is hereby entered in favor of the Commission and against  
10 Defendants, jointly and severally, in the amount of fourteen million four hundred  
11 fifty-five thousand one hundred twenty-three dollars (\$14,455,123.00) for redress  
12 to consumers. *Provided, however,* subject to the provisions of Paragraph VIII, this  
13 Judgment shall be suspended.

14 B. In the event this Judgment is reinstated pursuant to the provisions of  
15 Paragraph VIII, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue  
16 from the date of reinstatement to the date of payment. In the event default on any  
17 obligation to make payment under this Order continues for ten (10) calendar days  
18 beyond the date the payment is due, the entire amount shall immediately become  
19 due and payable. Defendants shall be jointly and severally liable for all payments  
20 required by this Order and any interest on such payments.

21 C. All funds paid pursuant to this Order shall be deposited into a fund  
22 administered by the Commission or its agents to be used for equitable relief,  
23 including but not limited to redress to consumers, and any attendant expenses for  
24 the administration of such equitable relief. In the event that direct redress to  
25 consumers is wholly or partially impracticable or funds remain after the redress is  
26 completed, the Commission may apply any remaining funds for such other  
27 equitable relief (including consumer information remedies) as it determines to be  
28 reasonably related to Defendants' practices alleged in the Complaint. Any funds

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1 not used for such equitable relief shall be deposited to the United States Treasury  
2 as disgorgement. Defendants shall have no right to challenge the Commission's  
3 choice of remedies under this Paragraph. Defendants shall have no right to contest  
4 the manner of distribution chosen by the Commission. No portion of any payment  
5 under the Judgment herein shall be deemed a payment of any fine, penalty, or  
6 punitive assessment.

7 D. Defendants relinquish all dominion, control, and title to the funds  
8 paid, and all legal and equitable title to the funds vests in the Treasurer of the  
9 United States and in the designated consumers. Defendants shall make no claim to  
10 or demand for return of the funds, directly or indirectly, through counsel or  
11 otherwise; and in the event of bankruptcy of any Defendant, Defendants  
12 acknowledge that the funds are not part of the debtor's estate; nor does the estate  
13 have any claim or interest therein.

14 E. Defendants agree that, if they fail to timely and completely fulfill the  
15 payment and other obligations set forth in this Order, the facts as alleged in the  
16 Complaint filed in this matter shall be taken as true in any subsequent litigation  
17 filed by the Commission to enforce its rights pursuant to this Order, including but  
18 not limited to a non-dischargeability complaint in any bankruptcy case.

19 F. In accordance with 31 U.S.C. § 7701, Defendants are hereby required,  
20 unless they have done so already, to furnish to the Commission their taxpayer  
21 identifying numbers and/or social security numbers, which shall be used for the  
22 purposes of collecting and reporting on any delinquent amount arising out of  
23 Defendants' relationship with the government.

24 G. Proceedings instituted under this Paragraph are in addition to, and not  
25 in lieu of, any other civil or criminal remedies that may be provided by law,  
26 including any other proceedings the Commission may initiate to enforce this  
27 Order.

**RIGHT TO REOPEN**

**VIII.**

**IT IS FURTHER ORDERED** that:

A. The Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of the certified financial statements and supporting documents submitted to the Commission as follows:

1. Certified financial disclosures for Defendant 7 Day Marketing, Inc., as well as any and all addenda thereto, signed and dated August 6, 2007;
2. Certified financial disclosures for Defendant Anthony Paris DeAgüero, as well as any and all addenda thereto, signed and dated August 6, 2007; and
3. Certified financial disclosures for Defendant Laura DeAgüero, as well as any and all addenda thereto, signed and dated August 6, 2007.

Each Defendant stipulates that all of the materials such Defendant submitted are truthful, accurate, and complete. These documents contain material information upon which the Commission relied in negotiating and agreeing to the terms of this Order.

B. If, upon motion by the Commission, a Court determines that any Defendant made a material misrepresentation or omitted material information concerning his, her, or its financial condition, then the Court shall reinstate the judgment against each such Defendant, in favor of the Commission, in the amount of fourteen million four hundred fifty-five thousand one hundred twenty-three dollars (\$14,455,123.00), the total amount of net sales, minus any payments previously made by any other Defendant in this action, which amount shall become immediately due and payable by said Defendant, and interest computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately begin to accrue

1 on the unpaid balance; *provided, however, that* in all other respects this Order shall  
2 remain in full force and effect unless otherwise ordered by the Court; and, *provided*  
3 *further, that* proceedings instituted under this provision would be in addition to,  
4 and not in lieu of, any other civil or criminal remedies as may be provided by law,  
5 including but not limited to contempt proceedings, or any other proceedings that  
6 the Commission may initiate to enforce this Order. For purposes of this Paragraph,  
7 and any subsequent proceedings to enforce payment, including but not limited to a  
8 non-dischargeability complaint filed in a bankruptcy proceeding, Defendants agree  
9 not to contest any of the allegations in the Commission's Complaint.

### 10 DISTRIBUTION OF ORDER

#### 11 IX.

12 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the  
13 date of entry of this Order, Defendants shall deliver copies of the Order as directed  
14 below:

15 A. Defendant 7DMI shall deliver a copy of this Order to each of its  
16 principals, officers, directors, and managers. Defendant 7DMI also shall deliver a  
17 copy of the Order to all of its employees, agents, and representatives who engage  
18 in conduct related to the subject matter of this Order. For current personnel,  
19 delivery shall be within five (5) days of service of this Order upon Defendants.  
20 For new personnel, delivery shall occur prior to their assuming their  
21 responsibilities.

22 B. For any business that Defendant Anthony Paris DeAgüero or Laura  
23 DeAgüero controls, directly or indirectly, or in which such individual Defendant  
24 has a majority ownership interest, such individual Defendant shall deliver a copy  
25 of this Order to all of the principals, officers, directors, and managers of that  
26 business. Defendants Anthony Paris DeAgüero and Laura DeAgüero each must  
27 also deliver copies of this Order to all employees, agents, and representatives of  
28 that business who engage in conduct related to the subject matter of this Order.

1 For current personnel, delivery shall be within five (5) days of service of this Order  
2 upon Defendants. For new personnel, delivery shall occur prior to their assuming  
3 their responsibilities.

4 C. For any business where Defendant Anthony Paris DeAgüero or Laura  
5 DeAgüero is not a controlling person of the business but otherwise engages in  
6 conduct related to the subject matter of this Order, such individual Defendant shall  
7 deliver a copy of this Order to each of the principals and managers of such  
8 business before engaging in such conduct.

9 D. Defendants shall secure a signed and dated statement acknowledging  
10 receipt of this Order, within thirty days of delivery, from each person receiving a  
11 copy of the Order pursuant to this Paragraph.

## 12 COMPLIANCE MONITORING

### 13 X.

14 **IT IS FURTHER ORDERED** that, for purposes of monitoring and  
15 investigating compliance with any provision of this Order:

16 A. Within ten (10) days of receipt of written notice from a representative  
17 of the Commission, Defendants 7DMI, Anthony Paris DeAgüero, and Laura  
18 DeAgüero each shall submit additional written reports, sworn to under penalty of  
19 perjury; produce documents for inspection and copying; appear for deposition;  
20 and/or provide entry during normal business hours to any business location in such  
21 Defendant's possession or direct or indirect control to inspect the business  
22 operations;

23 B. In addition, the Commission is authorized to monitor compliance with  
24 this Order by all lawful means, including, but not limited to the following:

- 25 1. Obtaining discovery from any person, without further leave of  
26 the Court, using the procedures prescribed by Fed. R. Civ. P.  
27 30, 31, 33, 34, 36, and 45;
- 28 2. Posing as customers and clients to any Defendant, employees of





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1 of the nature of the business; and a statement of the  
2 Defendant's duties and responsibilities in connection  
3 with the business or employment; and

4 c. Any changes in the Defendant's name or use of any  
5 aliases or fictitious names; and

6 2. Defendants shall notify the Commission of any proposed  
7 change in corporate structure of Defendant 7DMI or any  
8 business entity that any Defendant directly or indirectly  
9 controls, or has an ownership interest in, that may affect  
10 compliance obligations arising under this Order, including but  
11 not limited to a dissolution, assignment, sale, merger, or other  
12 action that would result in the emergence of a successor entity;  
13 the creation or dissolution of a subsidiary, parent, or affiliate  
14 that engages in any acts or practices subject to this Order; the  
15 filing of a bankruptcy petition; or a change in the corporate  
16 name or address, at least thirty (30) days prior to such change,  
17 *provided that*, with respect to any proposed change in the  
18 corporation about which a Defendant learns less than thirty (30)  
19 days prior to the date such action is to take place, the Defendant  
20 shall notify the Commission as soon as is practicable after  
21 obtaining such knowledge.

22 B. Sixty (60) days after the date of entry of this Order, Defendants  
23 7DMI, Anthony Paris DeAgüero, and Laura DeAgüero each shall provide a written  
24 report to the Commission, sworn to under penalty of perjury, setting forth in detail  
25 the manner and form in which they have complied and are complying  
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1 with this Order. This report shall include, but not be limited to:

2 1. For Defendants Anthony Paris DeAguero and Laura DeAguero:

- 3 a. The then-current residence addresses, mailing addresses,  
4 and telephone numbers of the Defendant;
- 5 b. The then-current employment and business addresses and  
6 telephone numbers of the Defendant, a description of the  
7 business activities of each such employer or business,  
8 and the title and responsibilities of the Defendant, for  
9 each such employer or business. For purposes of this  
10 Paragraph, "employment" includes the performance of  
11 services as an employee, consultant, or independent  
12 contractor; and "employers" include any individual or  
13 entity for whom the Defendant performs services as an  
14 employee, consultant, or independent contractor;
- 15 c. A copy of each acknowledgment of receipt of this Order  
16 obtained by the Defendant pursuant to Paragraph IX; and
- 17 d. Any other change required to be reported under  
18 Subparagraph A of this Paragraph.

19 2. For Defendant 7DMI:

- 20 a. A copy of each acknowledgment of receipt of this Order  
21 obtained by the Defendant pursuant to Paragraph IX; and
- 22 b. Any other changes required to be reported under  
23 Subparagraph A of this Section.

24 C. For purposes of this Order, Defendants 7DMI, Anthony Paris  
25 DeAguero, and Laura DeAguero each shall, unless otherwise directed by the  
26 Commission's authorized representatives, mail all written notifications to the  
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1 Commission to:

2 Associate Director for Enforcement  
3 Federal Trade Commission  
4 600 Pennsylvania Avenue, N.W.,  
5 Washington, D.C. 20580

6 Re: FTC v. 7 Day Marketing, Inc., et al., Civil Action \_\_\_\_\_.

7 D. For purposes of the compliance reporting required by this Paragraph,  
8 the Commission is authorized to communicate directly with any Defendant.

9 **RECORD KEEPING PROVISIONS**

10 **XII.**

11 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the  
12 date of entry of this Order, Defendant 7DMI and any business in which Defendant  
13 Anthony Paris DeAgüero or Defendant Laura DeAgüero is a majority owner or  
14 otherwise directly or indirectly controls the business, and their agents, employees,  
15 officers, corporations, successors, and assigns, and those persons in active concert  
16 or participation with them who receive actual notice of this Order by personal  
17 service or otherwise, are hereby restrained and enjoined from failing to create and  
18 retain the following records:

19 A. Accounting records that reflect the cost of any goods or services sold,  
20 revenues generated, and disbursement of such revenues;

21 B. Personnel records accurately reflecting: the name, address, and  
22 telephone number of each person employed in any capacity by such business,  
23 including as an independent contractor; that person's job title or position; the date  
24 upon which the person commenced work; and the date and reason for the person's  
25 termination, if applicable;

26 C. Except as provided in Paragraph VI, customer files containing the  
27 names, addresses, telephone numbers, dollar amounts paid, quantity of items or  
28 services purchased, and description of items or services purchased, to the extent  
such information is obtained in the ordinary course of business;

1 D. Complaints and refund requests (whether received directly, indirectly,  
2 or though any third party) and all records showing any responses to those  
3 complaints or requests;

4 E. Copies of all advertisements, promotional materials, sales scripts,  
5 training materials, or other marketing materials utilized in the advertising,  
6 marketing, promotion, offering for sale, distribution, or sale of any product,  
7 program, or service covered by this Order;

8 F. All materials that were relied upon in making any representations  
9 contained in the materials identified in Subparagraph E above, including all  
10 documents evidencing or referring to the accuracy of any claim therein or to the  
11 benefits, performance, or efficacy of any product, program or service, including  
12 but not limited to all tests, reports, studies, demonstrations, as well as evidence that  
13 confirms, contradicts, qualifies, or calls into question the accuracy of such claims  
14 regarding the benefits, performance, or efficacy of such product, program, or  
15 service; and

16 G. All records and documents necessary to demonstrate full compliance  
17 with each provision of this Order, including but not limited to, copies of  
18 acknowledgments of receipt of this Order and all reports submitted to the FTC  
19 pursuant to this Order.

20 **ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

21 **XIII.**

22 **IT IS FURTHER ORDERED** that Defendants 7DMI, Anthony Paris  
23 DeAguero, and Laura DeAguero, within five (5) business days of receipt of this  
24 Order as entered by the Court, each must submit to the Commission a truthful  
25 sworn statement acknowledging receipt of this Order.





00 699L 0207 B-00 00 FIRST STATE BAR FOR THE DISTRICT OF COLUMBIA

**RETENTION OF JURISDICTION**

**XIV.**


**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO STIPULATED:**

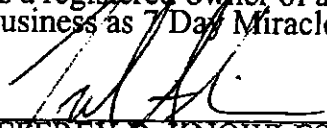
ROSEMARY ROSSO  
Federal Trade Commission  
600 Pennsylvania Avenue N.W.,  
Room NJ-3212  
Washington, D.C. 20580  
202-326-2174 (Tel.)  
202-326-3259 (Fax)

Attorney for Plaintiff  
FEDERAL TRADE COMMISSION

7 DAY MARKETING, INC.  
By Dieter Ammann, as a principal,  
officer and director of 7 Day Marketing,  
Inc.

  
ANTHONY PARIS DEAGUERO,  
individually and as a principal, officer,  
and director of 7 Day Marketing, Inc. and  
as a registered owner of and doing  
business as 7 Day Miracle Cleanse

LAURA DEAGUERO, individually and  
as a registered owner of and doing  
business as 7 Day Miracle Cleanse

  
JEFFREY D. KNOWLES  
THEODORE W. ATKINSON  
Venable LLP  
575 7th Street, NW  
Washington, DC 20004  
202-344-4000 (Tel.)  
202-344-8300 (Fax)

ATTORNEYS FOR DEFENDANTS

SO ORDERED:

UNITED STATES DISTRICT JUDGE

DATED: \_\_\_\_\_

RETENTION OF JURISDICTION

XIV.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

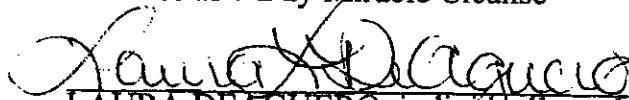
SO STIPULATED:

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600 Pennsylvania Avenue N.W.,  
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202-326-2174 (Tel.)  
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Attorney for Plaintiff  
FEDERAL TRADE COMMISSION

7 DAY MARKETING, INC.  
By Dieter Ammann, as a principal,  
officer and director of 7 Day Marketing,  
Inc.

ANTHONY PARIS DEAGUERO,  
individually and as a principal, officer,  
and director of 7 Day Marketing, Inc. and  
as a registered owner of and doing  
business as 7 Day Miracle Cleanse

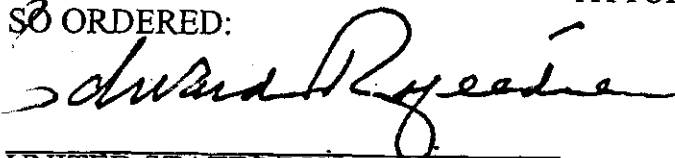


LAURA DEAGUERO, individually and  
as a registered owner of and doing  
business as 7 Day Miracle Cleanse

JEFFREY D. KNOWLES  
THEODORE W. ATKINSON  
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575 7th Street, NW  
Washington, DC 20004  
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ATTORNEYS FOR DEFENDANTS

SO ORDERED:



UNITED STATES DISTRICT JUDGE

DATED: FEB 25 2008