

1 JONATHAN E. NUECHTERLEIN
General Counsel

2 KORIN EWING FELIX
3 ELSIE B. KAPPLER
ALEJANDRO G. ROSENBERG

4 Federal Trade Commission
5 600 Pennsylvania Ave., NW
6 Maildrop M-8102B
7 Washington, D.C. 20580
8 202-326-3556 (Felix)
202-326-2466 (Kappler)
202-326-2698 (Rosenberg)
202-326-2558 (fax)
9 Email: kfelix@ftc.gov; ekappler@ftc.gov; arosenberg@ftc.gov

10 Attorneys for Plaintiff

11 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

13 FEDERAL TRADE COMMISSION,

14 Plaintiff,

15 v.

16
17 CRYSTAL EWING, individually and as a director
or officer of Classic Productions, LLC;

18 CLASSIC PRODUCTIONS, LLC, a Nevada
19 limited liability corporation;

20 GLOBAL ACCESS MANAGEMENT
21 SYSTEMS, INC., a Nevada company, also d/b/a
Citra-Slim 4;

22 RICKI BLACK, individually and as an officer or
23 director of Global Access Management Systems,
24 Inc.;

25 HEALTH NUTRITION PRODUCTS, LLC, a
Delaware limited liability company, also d/b/a
26 HNP LLC, d/b/a W8-B-Gone, and d/b/a Quick &

Case No. 2:14-cv-00683-MMD-VCF

**AMENDED COMPLAINT FOR
PERMANENT INJUNCTION AND
OTHER EQUITABLE RELIEF**

1 Easy;
2 HOWARD RAFF, a/k/a HOWARD BRUCE,
3 individually and as an officer or director of Health
4 Nutrition Products, LLC;
5 DAVID RAFF, individually and as a *de facto*
6 officer or director of Health Nutrition Products,
7 LLC;
8 OMNI PROCESSING CENTER, a Nevada
9 company;
10 MBE MANAGEMENT LLC, a Nevada limited
11 liability company;
12 SHIRLEY MURPHY, individually and as a
13 director or officer of Omni Processing Center;
14 and
15 RONALD BOYDE, individually and as a director
16 or officer of Omni Processing Center and a *de*
17 *facto* director or officer of MBE Management
18 LLC,
19 Defendants.

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

19 1. The FTC brings this action under Section 13(b) of the Federal Trade Commission
20 Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain permanent injunctive relief, rescission of
21 contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other
22 equitable relief for Defendants’ acts or practices in violation of Sections 5(a) and 12 of the FTC
23 Act, 15 U.S.C. §§ 45(a) and 52, in connection with the advertising, marketing, and sale of
24 purported weight-loss pills “Citra-Slim 4” and/or “W8-B-Gone” and/or “Quick & Easy.”
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1 **JURISDICTION AND VENUE**

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

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

6 **PLAINTIFF**

7 4. The FTC is an independent agency of the United States Government created by
8 statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
9 which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also
10 enforces Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits false advertisements for
11 food, drugs, devices, services, or cosmetics in or affecting commerce.
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13 5. The FTC is authorized to initiate federal district court proceedings, by its own
14 attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be
15 appropriate in each case, including rescission or reformation of contracts, restitution, the refund
16 of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. § 53(b).

17 **DEFENDANTS**

18 6. Defendant Crystal Ewing, a Las Vegas, Nevada resident, in her individual
19 capacity and as the sole officer of Defendant Classic Productions, LLC, played a significant role
20 in the Citra-Slim 4 and W8-B-Gone operations, including but not limited to registering and
21 operating 123w8bgone.com and w8-b-gone.com (collectively “the W8-B-Gone website”), as
22 well as yourbeautyandhealth.com (“the Citra-Slim 4 website”), the websites used to market and
23 sell W8-B-Gone and Citra-Slim 4, respectively. Defendant Ewing also had signatory authority
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1 over Classic Production's bank accounts. Defendants Ewing, Boyde, Murphy, and Classic
2 Productions opened a PO Box in Las Vegas, Nevada, that was used to market W8-B-Gone (the
3 "W8-B-Gone PO Box") and maintained the box with Defendant Omni. Defendant Ewing also
4 was the customer contact for the manufacturer of both the W8-B-Gone and Citra-Slim 4 pills.
5 W8-B-Gone and Citra-Slim 4 were shipped to Ewing's attention at both Classic Productions' and
6 Omni Processing Center's addresses. At times relevant to this Complaint, Defendant Ewing,
7 acting alone or in concert with others, formulated, directed, or controlled, had authority to
8 control, or participated in the acts or practices set forth herein. Defendant Ewing, in connection
9 with the matters alleged herein, transacts or has transacted business in this district and
10 throughout the United States.
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12 7. Defendant Classic Productions, LLC is, or was, until at least October 2011, a
13 Nevada limited liability company with its principal place of business at 4330 West Cheyenne
14 Avenue, North Las Vegas, Nevada 89032. Classic Productions played a significant role in the
15 Citra-Slim 4 and W8-B-Gone operations, including, but not limited to, registering the
16 123w8bgone.com website and also receiving money for W8-B-Gone sales. Defendant Ewing
17 registered the Citra-Slim 4 website using Classic Productions' address for contact purposes. The
18 manufacturer of W8-B-Gone and Citra-Slim 4 maintained those products' account under Classic
19 Productions' name, and shipped those products to Classic Productions at Classic Productions'
20 and Omni's addresses. At times material to this Complaint, acting alone or in concert with
21 others, Classic Productions transacted business in this district and throughout the United States.
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23 8. Defendant Global Access Management Systems, Inc. ("GAM"), was, until at least
24 2013, a Nevada company with its principal place of business at 4816 Calavo Street, Las Vegas,
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1 Nevada 89122. GAM also used the address 6035 Harrison Drive, Suite 5, Las Vegas, Nevada
2 89120 in the course of its business. GAM played a significant role in the Citra-Slim 4 operation,
3 including, but not limited to, paying for the manufacture of the product and holding itself out to
4 the public as Citra-Slim 4's distributor on the pill bottle's label. At times material to this
5 Complaint, acting alone or in concert with others, GAM transacts or has transacted business in
6 this district and throughout the United States.
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8 9. Defendant Ricki Black, a Florida resident who lived in Nevada until mid-2011, in
9 her individual capacity and as the sole officer and director of GAM until mid-2011, played a
10 significant role in the Citra-Slim 4 operation. Defendant Black placed orders and, in both her
11 capacity as GAM's officer and from her personal account, paid for the manufacture of Citra-Slim
12 4. Defendant Black received Citra-Slim 4 pill shipments addressed to her attention at both
13 Defendant Classic Productions' and Defendant Omni Processing Center's addresses. At times
14 relevant to this Complaint, Defendant Black, acting alone or in concert with others, formulated,
15 directed, or controlled, had authority to control, or participated in the acts or practices set forth
16 herein. Defendant Black, in connection with the matters alleged herein, transacts or has
17 transacted business in this district and throughout the United States.
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19 10. Defendant Health Nutrition Products, LLC ("HNP"), also doing business as HNP
20 LLC, W8-B-Gone, and Quick & Easy, is a Delaware company with its principal place of
21 business at 7434 Viale Caterina, Delray Beach, Florida 33446. HNP paid for Quick & Easy and
22 W8-B-Gone direct mail advertisements and also received consumers' payments for these
23 products. From 2010 through 2013, HNP's PayPal account received over \$1,344,000 from
24 online purchases of W8-B-Gone. At times material to this Complaint, acting alone or in concert
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1 with others, HNP transacts or has transacted business in this district and throughout the United
2 States.

3 11. Defendant Howard Raff, a/k/a Howard Bruce, is a Florida resident and a manager
4 of Defendant HNP. Through HNP, Howard Raff has participated significantly in the W8-B-
5 Gone and Quick & Easy operations, including but not limited to operating the PayPal account to
6 which certain W8-B-Gone sales revenues are deposited. He also is the sole signatory on HNP's
7 bank accounts where some W8-B-Gone and Quick & Easy consumer checks were deposited. At
8 times relevant to this Complaint, Defendant Howard Raff, acting alone or in concert with others,
9 formulated, directed, or controlled, had authority to control, or participated in the acts or
10 practices set forth herein. Defendant Howard Raff, in connection with the matters alleged
11 herein, transacts or has transacted business in this district and throughout the United States.
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13 12. Defendant David Raff is a Florida resident and a *de facto* officer and principal of
14 Defendant HNP. Certain public filings identify David Raff as HNP's Secretary, sole
15 shareholder, and/or HNP's contact person. Defendant David Raff also received—on an ongoing
16 basis and immediately prior to their closure—significant sums of money from HNP accounts that
17 were used to deposit consumers' W8-B-Gone and Quick & Easy checks. At times relevant to
18 this Complaint, Defendant David Raff, acting alone or in concert with others, formulated,
19 directed, or controlled, had authority to control, or participated in the acts or practices set forth
20 herein. Defendant David Raff, in connection with the matters alleged herein, transacts or has
21 transacted business in this district and throughout the United States.
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23 13. Defendant Omni Processing Center ("Omni") is a Nevada company with its
24 principal place of business at 3550 West Cheyenne Avenue, North Las Vegas, Nevada 89032.
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1 Omni's only two employees are its officers, Defendants Murphy and Boyde. Among other
2 things, Omni paid for and operated both W8-B-Gone's PO Box and a telephone number used to
3 market W8-B-Gone. The W8-B-Gone number appeared on W8-B-Gone print advertisements,
4 the W8-B-Gone website, and on W8-B-Gone bottle labels. Omni fielded consumer calls to this
5 number and then made misrepresentations concerning the status of consumers' refunds. HNP
6 gave Omni the money to pay for the refunds. HNP also paid Omni for similar tasks involving
7 Quick & Easy, including handling customer calls and order fulfillment. At times material to this
8 Complaint, acting alone or in concert with others, Omni transacts or has transacted business in
9 this district and throughout the United States.

11 14. Defendant MBE Management LLC ("MBE") was, or is, a Nevada limited liability
12 company with its principal place of business at 320 Stanford Street, Las Vegas, Nevada 89107.
13 Defendant MBE acts or acted as the public face of W8-B-Gone on direct mail advertisements
14 and collected consumers' money for their W8-B-Gone purchases. At times material to this
15 Complaint, acting alone or in concert with others, MBE transacts or has transacted business in
16 this district and throughout the United States.

18 15. Defendant Shirley Murphy, a Las Vegas, Nevada resident, was Defendant Classic
19 Productions' long-time office manager and is Defendant Omni's Secretary. Murphy,
20 individually and through Omni as one of its only two officers, participated significantly in the
21 W8-B-Gone and Quick & Easy operations, including but not limited to operating W8-B-Gone's
22 PO Box. At times relevant to this Complaint, Defendant Murphy, acting alone or in concert with
23 others, formulated, directed, or controlled, had authority to control, or participated in the acts or
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1 practices set forth herein. Defendant Murphy, in connection with the matters alleged herein,
2 transacts or has transacted business in this district and throughout the United States.

3 16. Defendant Ronald Boyde, a Las Vegas, Nevada resident, is Defendant MBE's
4 registered agent and Defendant Omni's President. Boyde, a long-time employee of Defendant
5 Classic Productions, individually and through MBE and Omni, participated significantly in the
6 W8-B-Gone and Quick & Easy operations. Among other things, Boyde had signatory authority
7 for both MBE's and Omni's bank accounts. Omni's accounts received money from both W8-B-
8 Gone and Quick & Easy sales. At times relevant to this Complaint, Defendant Boyde, acting
9 alone or in concert with others, formulated, directed, or controlled, had authority to control, or
10 participated in the acts or practices set forth herein. Defendant Boyde, in connection with the
11 matters alleged herein, transacts or has transacted business in this district and throughout the
12 United States.
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15 **COMMON ENTERPRISE**

16 17. Defendants Classic Productions and GAM have operated as a common enterprise
17 while engaging in the deceptive acts and practices regarding Citra-Slim 4 (the "Citra-Slim 4
18 Enterprise").

19 18. Defendants Classic Productions and GAM have conducted the business practices
20 described below through companies that share offices; engage in unified advertising; sell the
21 same product; and hold themselves out to consumers as being the same company.
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23 19. Because Defendants Classic Productions and GAM operated as a common
24 enterprise, each of them is jointly and severally liable for the acts and practices alleged below.
25 Individual Defendants Black—until at least mid-2011—and Ewing formulated, directed,
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1 controlled, had the authority to control, and/or participated in the acts and practices of the
2 Corporate Defendants that constitute the Citra-Slim 4 Enterprise (collectively, with Defendants
3 Classic Productions and GAM, the “Citra-Slim 4 Defendants”).

4 20. Defendants Classic Productions, HNP, Omni, and MBE have operated as a
5 common enterprise while engaging in the deceptive acts and practices regarding W8-B-Gone
6 (the “W8-B-Gone Enterprise”).

7 21. Defendants Classic Productions, HNP, Omni, and MBE have conducted the
8 business practices described below through an interrelated network of companies that share
9 websites, phone numbers and addresses; engage in unified advertising; sell the same products;
10 and hold themselves out to consumers as being the same company.

11 22. Because Defendants Classic Productions, HNP, Omni, and MBE have operated as
12 a common enterprise, each of them is jointly and severally liable for the acts and practices
13 alleged below. Individual Defendants Ewing, Howard Raff, David Raff, Murphy, and Boyde
14 formulated, directed, controlled, had the authority to control, and/or participated in the acts and
15 practices of the Corporate Defendants that constitute the W8-B-Gone Enterprise (collectively,
16 with Defendants Classic Productions, HNP, Omni, and MBE, the “W8-B-Gone Defendants”).

17 23. Defendants HNP and Omni continued to act as a common enterprise with regard
18 to Quick & Easy (the “Quick & Easy Enterprise”). Individual Defendants Howard Raff, David
19 Raff, Boyde, and Murphy formulated, directed, controlled, had the authority to control, and/or
20 participated in the acts and practices of HNP and Omni (collectively, with Defendants HNP and
21 Omni, the “Quick & Easy Defendants”).
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1 **COMMERCE**

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

5 **DEFENDANTS’ BUSINESS ACTIVITIES**

6 25. From at least May 2008 through May 2012, the Citra-Slim 4 Defendants
7 advertised, marketed, and sold Citra-Slim 4 brand weight-loss pills. From at least January 2010
8 through November 2013, the W8-B-Gone Defendants advertised, marketed, and sold W8-B-
9 Gone brand weight-loss pills. From at least November 2011 through November 2013, the Quick
10 & Easy Defendants advertised, marketed, and sold Quick & Easy brand weight-loss pills. The
11 products all used the same formulation. The Citra-Slim 4 Defendants, W8-B-Gone Defendants,
12 and Quick & Easy Defendants promised that their respective products would quickly shrink
13 consumers’ waistlines, but, in reality, the products only shrunk consumers’ wallets. The Citra-
14 Slim 4 Defendants sold bottles of Citra-Slim 4 containing four pills for between \$19.99 and
15 \$29.99. Bottles of W8-B-Gone or Quick & Easy containing four pills typically sold for \$26.95
16 plus shipping and handling, with the price per bottle dropping depending on the number of
17 bottles a consumer ordered (i.e., two bottles ordered at once cost \$39.95, three cost \$45.95, and
18 four cost \$54.95). The Citra-Slim 4 Defendants sold tens of thousands of bottles of Citra-Slim 4,
19 resulting in estimated sales of at least \$1 million. The W8-B-Gone Defendants sold over \$2
20 million of W8-B-Gone, and the Quick & Easy Defendants sold over \$400,000 of Quick & Easy.
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24 26. The Citra-Slim 4, W8-B-Gone, and Quick & Easy Defendants expressly claimed
25 in direct mail advertisements that consumers can expect to lose five pounds of fat every four
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1 days per pill ingested, all without dieting or exercising. The Citra-Slim 4 and W8-B-Gone
2 Defendants made similar claims on the Citra-Slim 4 and W8-B-Gone websites, respectively.

3 27. The Citra-Slim 4, W8-B-Gone, and Quick & Easy Defendants also promised—
4 and failed to deliver—a no-strings-attached refund to unsatisfied consumers.

5 28. To induce consumers to purchase over \$1 million of Citra-Slim 4, the Citra-Slim
6 4 Defendants disseminated, or caused to be disseminated, advertisements, including, but not
7 limited to, a website, attached as Exhibit A, containing the following statements, among others:
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- 9 • “Amazing RAPID FAT meltdown diet program with scientifically
10 proven capsule attacks and melts away years of built up fat and
11 cellulite.” Ex. A at 1;
- 12 • “With no dieting – eat as you always have, knowing Citra-Slim 4 is at
13 work, ‘around the clock’ attacking the fat in your body.” Id. at 2;
- 14 • “Citra-Slim 4 takes weight off automatically whatever the cause of
15 your weight problem by acting directly on fat deposits in muscle areas
16 (belly, thighs, and hips) removing and expelling the fat day after day.”
17 Id.;
- 18 • “It’s the only way to lose up to 20 pounds in 16 days with absolute
19 certainty” Id.;
- 20 • “**CITRA-SLIM 4’s 4 Hi-Potency ‘4 pack’ lets
21 you lose 20 pounds GUARANTEED!**” Id. at 3
22 (emphasis in original); and
- 23 • “Citra-Slim 4 always works!” Id.

24 29. The Citra-Slim 4 Defendants also disseminated, or caused to be disseminated,
25 advertisements, including, but not limited to, a direct mail advertisement, attached as Exhibit B,
26 that contains the following statements, among others:

- “Citra-Slim 4, the Medically Proven Capsule” Ex. B at 1;

- 1 • “It’s [sic] uniquely patented sustained-release formula continues
2 working around the clock, so you are constantly breaking down and
3 expelling fat. Even while you are asleep! There’s no need to diet. Eat
4 whatever you are used to eating. No need for strenuous exercise. Just
5 take 1 capsule every 4 days.” Id. at 2;
- 6 • “Tests conducted in Europe with individuals of both sexes and all ages
7 prove that virtually all patients who used Citra-Slim 4 correctly lost
8 their targeted weight while continuing to eat exactly as they were used
9 to.” Id.;
- 10 • “Never before has **ONE HIGH POTENCY CAPSULE** had the
11 power to bring about a 5-pound weight loss. Only Citra-Slim 4
12 achieves this.” Id. (emphasis in original); and
- 13 • “The INCREDIBLE ‘5 pounds per capsule’ Molecular weight-loss
14 formula from SWEDEN!” Id. at 4 (emphasis in original).

15 30. To induce consumers to purchase over \$2 million of W8-B-Gone, the W8-B-Gone
16 Defendants disseminated, or caused to be disseminated, advertisements, including, but not
17 limited to, a direct mail advertisement, attached as Exhibit C, that contains the following
18 statements, among others:

- 19 • “The INCREDIBLE ‘**5 pounds per capsule**’
20 Molecular weight-loss formula from SWEDEN!” Ex. C at 1
21 (emphasis in original);
- 22 • “**W8-B-Gone’s 4 Hi-Potency ‘4 pack’ lets**
23 **you lose 20 pounds GUARANTEED**” Id.
24 (emphasis in original);
- 25 • W8-B-Gone “achieves these CLINICALLY-PROVEN results:
 - 26 ○ Take just **one capsule and lose up to 5 pounds in 4 days**
 - Take another capsule and in 4 more days lose 5 more pounds
(10 pounds total)
 - Take a third capsule and in 4 more days lose 5 more pounds
(15 pounds total)

1 ○ With the convenient **W8-B-Gone 4-capsule** pack, you can lose
2 **up to 20 pounds in only 16 days!**” Id. at 4 (emphasis in
3 original);

4 • “[I]t works without dieting! You continue to eat your favorite foods.”
5 Id.;

6 • **“Amazing RAPID FAT meltdown diet program**
7 **with scientifically proven capsule ATTACKS and**
8 **MELTS AWAY years of BUILT UP FAT and**
9 **CELLULITE”** Id. at 5 (emphasis in original);

10 • “With no dieting – eat as you always have, knowing W8-B-Gone is at
11 work, ‘around the clock’ attacking the fat in your body.” Id.; and

12 • **“W8-B-Gone always works!”** Id. at 6 (emphasis in original).

13 31. A consumer visiting 123w8bgone.com was immediately redirected to w8-b-
14 gone.com. Through the W8-B-Gone website, a copy of which is attached as Exhibit D, the W8-
15 B-Gone Defendants disseminated, or caused to be disseminated, the following statements, among
16 others:

17 • “With W8-B-Gone you can be sure that a single capsule is capable of
18 dislodging all localized fat deposits.” Ex. D at 1;

19 • “Never before has ONE HIGH POTENCY CAPSULE had the power
20 to bring about a 5-pound weight loss. Only W8-B-Gone achieves
21 this.” Id. (emphasis added); and

22 • “W8-B-Gone takes weight off automatically whatever the cause of
23 your weight problem by acting directly on fat deposits in muscle areas
24 (belly, thighs, and hips) removing and expelling the fat day after day.”
25 Id.

26 32. To induce consumers to purchase over \$400,000 of Quick & Easy, the Quick &
Easy Defendants disseminated, or caused to be disseminated, advertisements, including, but not
limited to, direct mail advertisements, attached as Exhibits E and F, that contain the following
statements, among others:

1 a. Ex. E (emphasis in original)

- 2 • **“Quick & Easy’s high potency 4 pack lets you lose 20 pounds –**
3 **that’s an incredible 5 pounds per capsule – with no dieting & no**
4 **strenuous exercise.”** Ex. E at 1;
- 5 • **“Each single Quick & Easy capsule is guaranteed to melt away up**
6 **to 5 pounds of built-up fat every 4 days. You will lose up to 20**
7 **pounds in just 16 days!”** Id.;
- 8 • “It’s the only way to lose up to 20 pounds in 16 days with absolute
9 certainty.” Id.;
- 10 • **“Amazing Rapid Fat Meltdown Diet Program with**
11 **Scientifically Proven Capsule Attacks and Melts**
12 **Away Years of Built Up Fat and Cellulite”** Id. at 2; and
- 13 • “Never before has one high potency capsule had the power to bring
14 about a 5-pound weight loss. Only Quick & Easy achieves this.” Id.

15 b. Ex. F (emphasis in original)

- 16 • **“Quick & Easy** was originally developed in Sweden. A super
17 powerful high potency molecular formula that removes fat from the
18 system instantly, removing and expelling it naturally over a period of
19 just four days.” Ex. F at 1; and
- 20 • **“[Quick & Easy] achieves these Clinically Proven results:**
- 21 ○ Take just **one capsule** and lose up to 5 pounds in 4 days
 - 22 ○ Take **another capsule** and in 4 more days lose 5 more pounds
23 (10 pounds total)
 - Take **a third capsule** and in 4 more days lose 5 more pounds
(15 pounds total)
 - With the convenient **Quick & Easy 4-capsule** pack, you can
lose up to 20 pounds in only 16 days!” Id. at 2.

24 33. In direct mail advertisements, the Citra-Slim 4 Defendants claim that Paul
25 Ericksson, Citra-Slim 4’s purported creator and “Sweden’s Top weight loss Expert,” endorses
26

1 the product. Ex. B at 4. Further, the direct mail advertisements and the Citra-Slim 4
2 Defendants' website prominently display a picture of a smiling doctor they call Paul Ericksson.
3 The purported doctor is quoted as saying "[y]ou will lose up to 20 Pounds in just 16 days." Ex.
4 A at 2. Below the doctor's picture on the Citra-Slim 4 website is a claim that Citra-Slim 4 was
5 "Tested and proven in **Sweden**." Id. (emphasis in original). Purported consumer testimonials
6 thank the alleged doctor for Citra-Slim 4. Id.; Ex. B at 3. The following false and
7 unsubstantiated statements are ostensibly attributed to Dr. Ericksson:
8

- 9 • "I have all the results of tests conducted in Sweden and across Europe
10 on individuals of both sexes and all ages. All of them automatically
11 lost between 4 and 6 pounds over the 4 days, making an average
12 weight loss of 5 pounds. That is how we can safely claim this figure.
13 It simply corresponds to the facts." Ex. A at 3; Ex. B at 1.
- 14 • "No special diet is required during the treatment period!" Ex. A at 2;
15 Ex. B at 1.

16 34. In fact, Dr. Ericksson—purportedly "Sweden's Top weight loss Expert"—does
17 not exist.

18 35. Despite the Citra-Slim 4 Defendants' claims that their product is supported by
19 European tests demonstrating average weight loss of 5 pounds every 4 days, there are no such
20 studies, and Citra-Slim 4 does not work as advertised.

21 36. On numerous direct mail advertisements, the W8-B-Gone Defendants claim that
22 Dr. Brantley Juergen, W8-B-Gone's purported creator and "Sweden's most famous and
23 respected weight-loss specialist," endorses the product. On both the W8-B-Gone website and
24 certain direct mail advertisements, Defendants prominently feature a picture of a smiling Dr.
25 Juergen, language attributed to the purported doctor, and purported consumer testimonials
26

1 thanking him for his miracle cure. Ex. C at 1-2, 6, Ex. D at 2-3. Defendants attribute the
2 following false and unsubstantiated statements, among others, to Dr. Juergen:

- 3 • “I have all the results of tests conducted in Sweden and across Europe
4 on individuals of both sexes and all ages. All of them automatically
5 lost between 4 and 6 pounds over the 4 days, making an average
6 weight loss of 5 pounds. That is how we can safely claim this figure.
7 It simply corresponds to the facts.” Ex. C at 6, Ex. D at 2.
- 8 • “I actively discourage [a special diet] . . . simply due to the fact that
9 if you follow a restrictive diet at the same time you take W8-B-Gone,
10 you could mistakenly believe the weight loss is due to the diet. So
11 continue to eat as you normally do, and you will observe daily
12 progress in terms of weight loss.” Id.

13 37. In fact, Dr. Juergen—purportedly “Sweden’s most famous and respected weight-
14 loss specialist”—does not exist. The purported photograph of “Juergen” is actually a stock photo
15 using a picture of a model.

16 38. Despite the W8-B-Gone Defendants’ claims that their products are supported by
17 European tests demonstrating average weight loss of 5 pounds every four days, there are no such
18 studies, and W8-B-Gone does not work as advertised.

19 39. The Quick & Easy Defendants similarly claim that “Sweden’s most famous and
20 respected weight-loss specialist” created the product. Depending on the advertisement, the
21 Quick & Easy Defendants name either Dr. Edvard Johansson or Dr. Juergen as the pill’s creator.
22 Ex. E at 1, Ex. F at 1. The Quick & Easy Defendants use a picture of the same person for both
23 Doctors Johansson and Juergen. Id. In both pictures, the photographed doctor is wearing a lab
24 coat with someone else’s name on it. The Quick & Easy Defendants attribute the following false
25 and unsubstantiated statements, among others, to Juergen:

- 26 • “I have all the results of tests conducted in Sweden and across Europe
on individuals of both sexes and all ages. All of them automatically

1 lost between 4 and 6 pounds over the 4 days, making an average
2 weight loss of 5 pounds. That is how we can safely claim this figure.
It simply corresponds to the facts.” Ex. E at 1.

- 3
- 4 • “I actively discourage [a special diet] simply due to the fact that
5 if you follow a restrictive diet at the same time you take Quick &
6 Easy, you could mistakenly believe the weight loss is due to the diet.
So continue to eat as you normally do, and you will observe daily
progress in terms of weight loss.” Id.

7 40. In fact, despite the Quick & Easy Defendants’ claims of “astonishing clinical tests
8 [that] prove [Quick & Easy] really is ‘**miracle capsule**!’” there are no such studies and Quick &
9 Easy does not work as advertised. Ex. F at 2 (emphasis in original).

10 41. In addition, the Citra-Slim 4 Defendants promise consumers a no strings attached
11 refund:

12 You risk absolutely nothing when you order. Your
13 decision to try this revolutionary breakthrough weight loss
14 program is backed by a 100%, no-strings-attached, money-
15 back guarantee. If after 20 days, you are not satisfied by all
16 the weight you have lost, return it and you will get a 100%
refund of your purchase price (minus shipping), absolutely
guaranteed.

17 Ex. A at 3, Ex. B at 2.

18 42. In both print and online advertisements, the W8-B-Gone Defendants make the
19 exact same refund promise. Ex. C at 5, Ex. D at 1.

20 43. The Quick & Easy Defendants make the same guarantee to their customers. Ex. E
21 at 2, Ex. F at 4.

22 44. Despite these guarantees, in numerous instances, there were many “strings”
23 attached to customers obtaining refunds. The Citra-Slim 4 Defendants, W8-B-Gone Defendants,
24 and Quick & Easy Defendants provided refunds only after their customers made repeated
25

1 demands, sometimes over the course of many months, and/or filed complaints with the Better
2 Business Bureau.

3 **VIOLATIONS OF THE FTC ACT**

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

6 46. Misrepresentations or deceptive omissions of material fact constitute deceptive
7 acts or practices prohibited by Section 5(a) of the FTC Act.

8 47. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the dissemination of any
9 false advertisement in or affecting commerce for the purpose of inducing, or which is likely to
10 induce, the purchase of food, drugs, devices, services, or cosmetics.

11 48. For the purposes of Section 12 of the FTC Act, 15 U.S.C. § 52, Citra-Slim 4, W8-
12 B-Gone, and Quick & Easy are either a “food” or “drug” as defined in Section 15(b) and (c) of
13 the FTC Act, 15 U.S.C. § 55(b), (c).

14 **COUNT I (CITRA-SLIM 4 DEFENDANTS ONLY)**

15 **FALSE OR MISLEADING CLAIMS**

16 49. Through the means described in Paragraphs 25-44, the Citra-Slim 4 Defendants
17 have represented, directly or indirectly, expressly or by implication, that:

- 18 a. Citra-Slim 4 causes rapid and substantial weight loss, including but not
19 limited to:
- 20 • “Amazing RAPID FAT meltdown diet program with scientifically
21 proven capsule attacks and melts away years of built up fat and
22 cellulite”
 - 23 • “With no dieting – eat as you always have, knowing Citra-Slim 4 is at
24 work, ‘around the clock’ attacking the fat in your body.”
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- “Citra-Slim 4 takes weight off automatically whatever the cause of your weight problem by acting directly on fat deposits in muscle areas (belly, thighs, and hips) removing and expelling the fat day after day.”
- “It’s the only way to lose up to 20 pounds in 16 days with absolute certainty”
- “CITRA-SLIM 4’s 4 Hi-Potency ‘4 pack’ lets you lose 20 pounds GUARANTEED!”
- “Citra-Slim 4 always works!”
- “It’s uniquely patented sustained-release formula continues working around the clock, so you are constantly breaking down and expelling fat. Even while you are asleep! There’s no need to diet. Eat whatever you are used to eating. No need for strenuous exercise. Just take 1 capsule every 4 days.”
- “Never before has ONE HIGH POTENCY CAPSULE had the power to bring about a 5-pound weight loss. Only Citra-Slim 4 achieves this.”

- b. Consumers taking Citra-Slim 4 as directed did not need to diet or exercise to achieve the promised rapid and substantial weight loss;
- c. The Citra-Slim 4 Defendants would refund 100% of the purchase price with no strings attached to unsatisfied consumers; and
- d. Dr. Paul Ericksson is “Sweden’s Top weight loss Expert,” created Citra-Slim 4, and endorsed its use for rapid and substantial weight loss.

50. In truth and in fact:

- a. Citra-Slim 4 does not cause rapid and substantial weight loss, including but not limited to:
 - “Amazing RAPID FAT meltdown diet program with scientifically proven capsule attacks and melts away years of built up fat and cellulite”
 - “With no dieting – eat as you always have, knowing Citra-Slim 4 is at work, ‘around the clock’ attacking the fat in your body.”

- 1 • “Citra-Slim 4 takes weight off automatically whatever the cause of
- 2 your weight problem by acting directly on fat deposits in muscle areas
- 3 (belly, thighs, and hips) removing and expelling the fat day after day.”
- 4 • “It’s the only way to lose up to 20 pounds in 16 days with absolute
- 5 certainty”
- 6 • “CITRA-SLIM 4’s 4 **Hi-Potency** ‘4 pack’ lets you lose 20 pounds
- 7 **GUARANTEED!**”
- 8 • “Citra-Slim 4 always works!”
- 9 • “It’s uniquely patented sustained-release formula continues working
- 10 around the clock, so you are constantly breaking down and expelling
- 11 fat. Even while you are asleep! There’s no need to diet. Eat whatever
- 12 you are used to eating. No need for strenuous exercise. Just take 1
- 13 capsule every 4 days.”
- 14 • “Never before has **ONE HIGH POTENCY CAPSULE** had the
- 15 power to bring about a 5-pound weight loss. Only Citra-Slim 4
- 16 achieves this.”
- 17 b. Consumers taking Citra-Slim 4 as directed cannot achieve the promised
- 18 rapid and substantial weight loss without diet and/or exercise;
- 19 c. The Citra-Slim 4 Defendants did not provide unsatisfied consumers with a
- 20 no strings attached refund for 100% of the purchase price; and
- 21 d. Dr. Paul Ericksson, “Sweden’s Top weight loss Expert,” does not exist.

51. Therefore, the making of the representations as set forth in Paragraph 49 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.

COUNT II (CITRA-SLIM 4 DEFENDANTS ONLY)

UNSUBSTANTIATED CLAIMS

52. Through the means described in Paragraphs 25-44, the Citra-Slim 4 Defendants
have represented, directly or indirectly, expressly or by implication, that:

- 1 a. Citra-Slim 4 causes rapid and substantial weight loss, including but not
2 limited to:
- 3 • “Amazing RAPID FAT meltdown diet program with scientifically
4 proven capsule attacks and melts away years of built up fat and
5 cellulite”
 - 6 • “With no dieting – eat as you always have, knowing Citra-Slim 4 is at
7 work, ‘around the clock’ attacking the fat in your body.”
 - 8 • “Citra-Slim 4 takes weight off automatically whatever the cause of
9 your weight problem by acting directly on fat deposits in muscle areas
10 (belly, thighs, and hips) removing and expelling the fat day after day.”
 - 11 • “It’s the only way to lose up to 20 pounds in 16 days with absolute
12 certainty”
 - 13 • “CITRA-SLIM 4’s 4 Hi-Potency ‘4 pack’ lets you lose 20 pounds
14 GUARANTEED!”
 - 15 • “Citra-Slim 4 always works!”
 - 16 • “It’s uniquely patented sustained-release formula continues working
17 around the clock, so you are constantly breaking down and expelling
18 fat. Even while you are asleep! There’s no need to diet. Eat whatever
19 you are used to eating. No need for strenuous exercise. Just take 1
20 capsule every 4 days.”
 - 21 • “Never before has ONE HIGH POTENCY CAPSULE had the power
22 to bring about a 5-pound weight loss. Only Citra-Slim 4 achieves
23 this;” and
- 24 b. Consumers taking Citra-Slim 4 as directed did not need to diet or exercise
25 to achieve the promised rapid and substantial weight loss.

26 53. The representations set forth in Paragraph 52 were not substantiated at the time
the representations were made.

54. Therefore, the making of the representations as set forth in Paragraph 52 of this
Complaint constitutes a deceptive act or practice and the making of false advertisements, in or

1 affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and
2 52.

3 **COUNT III (CITRA-SLIM 4 DEFENDANTS ONLY)**

4 **FALSE PROOF CLAIMS**

5 55. Through the means described in Paragraphs 25-44, the Citra-Slim 4 Defendants
6 have represented, directly or indirectly, expressly or by implication, that clinical tests on Citra-
7 Slim 4 conducted in Sweden and other European locales on men and women of all ages, show an
8 average weight loss of 5 pounds every four days.

9
10 56. The representation set forth in Paragraph 55 is false.

11 57. Therefore, the making of the representations as set forth in Paragraph 55
12 constitutes a deceptive act or practice and the making of false advertisements, in or affecting
13 commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.
14

15 **COUNT IV (W8-B-GONE DEFENDANTS ONLY)**

16 **FALSE OR MISLEADING CLAIMS**

17 58. Through the means described in Paragraphs 25-44, the W8-B-Gone Defendants
18 have represented, directly or indirectly, expressly or by implication, that:

- 19 a. W8-B-Gone causes rapid and substantial weight loss, including but not
20 limited to:
- 21 • “5 pounds per capsule”
 - 22 • “W8-B-Gone’s 4 Hi-Potency ‘4 pack’ lets you lose 20 pounds
23 GUARANTEED”
 - 24 • “Amazing RAPID FAT meltdown diet program with scientifically
25 proven capsule ATTACKS and MELTS AWAY years of BUILT UP
26 FAT and CELLULITE”

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- “With W8-B-Gone you can be sure that a single capsule is capable of dislodging all localized fat deposits.”
 - “Never before has ONE HIGH POTENCY CAPSULE had the power to bring about a 5-pound weight loss. Only W8-B-Gone achieves this.”
- b. Consumers taking W8-B-Gone as directed did not need to diet or exercise to achieve the promised rapid and substantial weight loss;
- c. Defendants would refund 100% of the purchase price with no strings attached to unsatisfied consumers; and
- d. Dr. Brantley Juergen is “Sweden’s most famous and respected weight-loss specialist,” created W8-B-Gone, and endorsed its use for rapid and substantial weight loss.

59. In truth and in fact:

- a. W8-B-Gone does not cause rapid and substantial weight loss, including but not limited to:
- “5 pounds per capsule”
 - “W8-B-Gone’s 4 Hi-Potency ‘4 pack’ lets you lose 20 pounds GUARANTEED”
 - “Amazing RAPID FAT meltdown diet program with scientifically proven capsule ATTACKS and MELTS AWAY years of BUILT UP FAT and CELLULITE”
 - “With W8-B-Gone you can be sure that a single capsule is capable of dislodging all localized fat deposits.”
 - “Never before has ONE HIGH POTENCY CAPSULE had the power to bring about a 5-pound weight loss. Only W8-B-Gone achieves this.”
- b. Consumers taking W8-B-Gone as directed cannot achieve the promised rapid and substantial weight loss without diet and/or exercise;
- c. Defendants did not provide unsatisfied consumers with a no strings attached refund for 100% of the purchase price; and

1 d. Dr. Brantley Juergen, “Sweden’s most famous and respected weight-loss
2 specialist,” does not exist.

3 60. Therefore, the making of the representations as set forth in Paragraph 58 of this
4 Complaint constitutes a deceptive act or practice and the making of false advertisements, in or
5 affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and
6 52.

7 **COUNT V (W8-B-GONE DEFENDANTS ONLY)**

8 **UNSUBSTANTIATED CLAIMS**

9
10 61. Through the means described in Paragraphs 25-44, the W8-B-Gone Defendants
11 have represented, directly or indirectly, expressly or by implication, that:

12 a. W8-B-Gone causes rapid and substantial weight loss, including but not
13 limited to:

- 14 • “5 pounds per capsule”
- 15 • “W8-B-Gone’s 4 Hi-Potency ‘4 pack’ lets you lose 20 pounds
16 GUARANTEED”
- 17 • “Amazing RAPID FAT meltdown diet program with scientifically
18 proven capsule ATTACKS and MELTS AWAY years of BUILT UP
19 FAT and CELLULITE”
- 20 • “With W8-B-Gone you can be sure that a single capsule is capable of
21 dislodging all localized fat deposits.”
- 22 • “Never before has ONE HIGH POTENCY CAPSULE had the power
23 to bring about a 5-pound weight loss. Only W8-B-Gone achieves
24 this;” and

25 b. Consumers taking W8-B-Gone as directed did not need to diet or exercise
26 to achieve the promised rapid and substantial weight loss.

62. The representations set forth in Paragraph 61 were not substantiated at the time
the representations were made.

1 63. Therefore, the making of the representations as set forth in Paragraph 61 of this
2 Complaint constitutes a deceptive act or practice and the making of false advertisements, in or
3 affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and
4 52.

5
6 **COUNT VI (W8-B-GONE DEFENDANTS ONLY)**

7 **FALSE PROOF CLAIMS**

8 64. Through the means described in Paragraphs 25-44, the W8-B-Gone Defendants
9 have represented, directly or indirectly, expressly or by implication, that clinical tests on W8-B-
10 Gone conducted in Sweden and other European locales on men and women of all ages, show an
11 average weight loss of 5 pounds every four days.

12 65. The representation set forth in Paragraph 64 is false.

13 66. Therefore, the making of the representations as set forth in Paragraph 64
14 constitutes a deceptive act or practice and the making of false advertisements, in or affecting
15 commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

16
17 **COUNT VII (QUICK & EASY DEFENDANTS ONLY)**

18 **FALSE OR MISLEADING CLAIMS**

19 67. Through the means described in Paragraphs 25-44, the Quick & Easy Defendants
20 have represented, directly or indirectly, expressly or by implication, that:

- 21 a. Quick & Easy causes rapid and substantial weight loss, including but not
22 limited to:
- 23 • “5 pounds per capsule”
 - 24 • “Quick & Easy’s high potency 4 pack lets you lose 20 pounds”
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- “Each single Quick & Easy capsule is guaranteed to melt away up to 5 pounds of built-up fat every 4 days.
 - “Amazing Rapid Fat Meltdown Diet Program with Scientifically Proven Capsule Attacks and Melts Away Years of Built Up Fat and Cellulite”
 - “Never before has one high potency capsule had the power to bring about a 5-pound weight loss. Only Quick & Easy achieves this.”
- b. Consumers taking Quick & Easy as directed did not need to diet or exercise to achieve the promised rapid and substantial weight loss;
- c. Defendants would refund 100% of the purchase price with no strings attached to unsatisfied consumers;
- d. Dr. Brantley Juergen “is a well known authority on weight loss,” created Quick & Easy, and endorsed its use for rapid and substantial weight loss; and
- e. Dr. Edvard Johansson is “Sweden’s most famous and respected weight-loss specialist,” created Quick & Easy, and endorsed its use for rapid and substantial weight loss.

68. In truth and in fact:

- a. Quick & Easy does not cause rapid and substantial weight loss, including but not limited to:
- “5 pounds per capsule”
 - “Quick & Easy’s high potency 4 pack lets you lose 20 pounds”
 - “Each single Quick & Easy capsule is guaranteed to melt away up to 5 pounds of built-up fat every 4 days.
 - “Amazing Rapid Fat Meltdown Diet Program with Scientifically Proven Capsule Attacks and Melts Away Years of Built Up Fat and Cellulite”
 - “Never before has one high potency capsule had the power to bring about a 5-pound weight loss. Only Quick & Easy achieves this.”
- b. Consumers taking Quick & Easy cannot achieve the promised rapid and substantial weight loss without diet and/or exercise;

- 1 c. Defendants did not provide unsatisfied consumers with a no strings
2 attached refund for 100% of the purchase price;
- 3 d. Dr. Brantley Juergen, “Sweden’s most famous and respected weight-loss
specialist,” does not exist; and
- 4 e. Dr. Edvard Johansson, “Sweden’s most famous and respected weight-loss
5 specialist,” does not exist.

6 69. Therefore, the making of the representations as set forth in Paragraph 67 of this
7 Complaint constitutes a deceptive act or practice and the making of false advertisements, in or
8 affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and
9 52.

10 **COUNT VIII (QUICK & EASY DEFENDANTS ONLY)**

11 **UNSUBSTANTIATED CLAIMS**

12 70. Through the means described in Paragraphs 25-44, the Quick & Easy Defendants
13 have represented, directly or indirectly, expressly or by implication, that:

- 14 a. Quick & Easy causes rapid and substantial weight loss, including but not
15 limited to:
- 16 • “5 pounds per capsule”
 - 17 • “Quick & Easy’s high potency 4 pack lets you lose 20 pounds”
 - 18 • “Each single Quick & Easy capsule is guaranteed to melt away up to 5
19 pounds of built-up fat every 4 days.
 - 20 • “Amazing Rapid Fat Meltdown Diet Program with Scientifically
21 Proven Capsule Attacks and Melts Away Years of Built Up Fat and
22 Cellulite”
 - 23 • “Never before has one high potency capsule had the power to bring
24 about a 5-pound weight loss. Only Quick & Easy achieves this;” and
- 25 b. Consumers taking Quick & Easy as directed did not need to diet or
26 exercise to achieve the promised rapid and substantial weight loss.

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Respectfully submitted,

/s/ Korin Ewing Felix

Dated: May 15, 2014

JONATHAN E. NUECHTERLEIN
General Counsel

KORIN EWING FELIX
ELSIE B. KAPPLER
ALEJANDRO G. ROSENBERG
Federal Trade Commission
600 Pennsylvania Ave., NW
Maildrop M-8102B
Washington, D.C. 20580
202-326-3556 (Felix)
202-326-2466 (Kappler)
202-326-2698 (Rosenberg)
202-326-2558 (fax)
Email: kfelix@ftc.gov; ekappler@ftc.gov;
arosenberg@ftc.gov

Attorneys for Plaintiff