

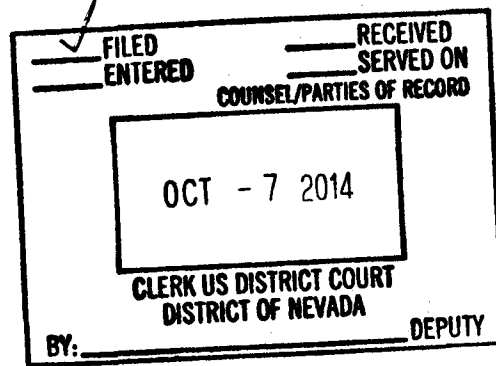
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2:14-cv-01649-JAD-GWF

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15 UNITED STATES DISTRICT COURT  
16 DISTRICT OF NEVADA  
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**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

**v.**

**HEALTH FORMULAS, LLC, a California limited liability company, also doing business as SIMPLE PURE NUTRITION,**

**PURE VITAMINS, LLC, a Nevada limited liability company,**

**LONGHORN MARKETING, LLC, a Nevada limited liability company, also doing business as MEN'S HEALTH FORMULAS, LLC, LIFE VITAMINS, and UNLEASH THE THUNDER,**

**METHOD DIRECT, LLC, a Nevada limited liability company, also doing business as EXTAMAX, LLC, VITAMAN LABS, INC., VITAFIT, AND PLAYBOY OFFER/DVD ENTERTAINMENT,**

**WEIGHT LOSS DOJO, LLC, a Nevada limited liability company, also doing business as FITNESS DVDS,**

**VIP SAVINGS, LLC, a Nevada limited liability company, also doing business as VIP SAVINGS CENTER,**

**DJD DISTRIBUTION, LLC, a California limited liability company,**

**MDCC, LLC, a Nevada limited liability company, also doing business as METHOD DIRECT CALL CENTER,**

**CHAPNICK, SMUKLER & CHAPNICK, INC., a California corporation,**

**and**

**2:14-cv-01649-JAD-GWF**

Case No.

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

1 **BRANDON CHAPNICK, individually and as**  
2 **an officer or manager of Chapnick, Smukler &**  
3 **Chapnick, Inc., Method Direct, LLC, Pure**  
4 **Vitamins, LLC, Weight Loss Dojo, LLC, and**  
5 **MDCC, LLC,**

6 **KEITH SMUKLER, individually and as an**  
7 **officer or manager of Chapnick, Smukler &**  
8 **Chapnick, Inc., Health Formulas, LLC,**  
9 **Method Direct, LLC, VIP Savings, LLC,**  
10 **MDCC, LLC, Longhorn Marketing, LLC,**  
11 **Pure Vitamins, LLC, Weight Loss Dojo, LLC,**  
12 **and DJD Distribution, LLC,**

13 **DANELLE MILLER, also known as**  
14 **DANELLE FOLTA and DANELLE**  
15 **KENEALY, individually and as an officer or**  
16 **manager of Method Direct, LLC, Health**  
17 **Formulas, LLC, MDCC, LLC, Pure Vitamins,**  
18 **LLC, and Weight Loss Dojo, LLC,**

19 **JASON MILLER, individually and as an**  
20 **officer or manager of Weight Loss Dojo, LLC,**  
21 **Health Formulas, LLC, Method Direct, LLC,**  
22 **Pure Vitamins, LLC, and MDCC, LLC,**

23 **Defendants.**

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

25 1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, Section 917(c) of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693o(c), Section 5 of the Restore Online Shoppers Confidence Act (“ROSCA”), 15 U.S.C. § 8404, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for

1 Defendants' acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C.  
2 §§ 45(a) & 52, Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), Section 4 of the ROSCA, 15  
3 U.S.C. § 8403, Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), and the FTC's  
4 Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310.

#### 5 SUMMARY OF THE CASE

6 2. Defendants trick consumers into disclosing their credit and debit card information  
7 to enroll them into expensive programs with recurring monthly charges. Whether Defendants  
8 offer weight loss, virility, muscle-building products, or skin creams, they deceptively tout offers  
9 for purportedly "free" trials that cost only a nominal shipping and handling fee or for greatly  
10 discounted prices. Consumers often experience the same result: substantial and unexpected  
11 recurring charges or debits. Defendants often upsell additional products in the same manner, and  
12 for consumers, getting a refund is an exercise in frustration. Furthermore, Defendants advertise  
13 their green coffee bean extract and raspberry ketone weight loss supplements (marketed under  
14 the names "RKG Extreme" and "Pure Green Coffee Bean Plus") by claiming they offer rapid  
15 and substantial weight loss without the need for diet or exercise, but Defendants fail to deliver on  
16 these promises.

17 3. As explained more fully below, Defendants: (1) deceptively market dietary  
18 supplements and other products by offering free trials or buy-one-get-one free offers, but failing  
19 to disclose, or to disclose adequately, the material terms and conditions of Defendants' offers,  
20 including that Defendants enroll consumers who order the products into one or more  
21 membership programs and that consumers must cancel the programs within a limited time period  
22 to avoid costly recurring monthly charges (a feature known as a "negative option"), and that  
23 Defendants impose charges for the initial full month's supply upon the expiration of a trial  
24 period, which expires after just fourteen days; (2) claim they have a 100% satisfaction guarantee  
25 but fail to disclose, or to disclose adequately, material facts about the refund policy and the costs

1 associated with returning products; (3) make false or unsubstantiated claims that their products  
2 RKG Extreme and Pure Green Coffee Bean Plus cause rapid and substantial weight loss without  
3 diet or exercise; (4) debit consumers' bank accounts on a recurring basis without obtaining a  
4 written authorization as required by the EFTA; (5) sell their products and services online through  
5 a negative option feature without providing clear and conspicuous disclosures, obtaining the  
6 consumer's express informed consent, and providing simple mechanisms for a consumer to stop  
7 recurring charges, as required by the ROSCA; (6) in telemarketing calls, sell additional products  
8 and services ("upsells") with negative option features but fail to disclose that the consumer's  
9 account will be charged unless he takes affirmative action to avoid the charge, the date the  
10 charge will be submitted for payment, and the specific steps he must take to avoid the charge, as  
11 required by the TSR; and (7) refuse to honor consumers' requests to stop calling as required by  
12 the TSR.

#### 13 **JURISDICTION AND VENUE**

14 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),  
15 and 1345, and 15 U.S.C. §§ 45(a) and 53(b), and other applicable provisions.

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

#### 18 **PLAINTIFF**

19 6. The FTC is an independent agency of the United States Government created by  
20 statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),  
21 which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also  
22 enforces Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits false advertisements for  
23 food, drugs, devices, services, or cosmetics in or affecting commerce. The FTC also enforces the  
24 EFTA, which regulates the rights, liabilities, and responsibilities of participants in electronic  
25 fund transfer systems, 15 U.S.C. §§ 1693, et seq. The FTC further enforces the ROSCA, 15

1 U.S.C. §§ 8401-05, which, among other things, bans the use of negative option features in  
2 transactions effected on the internet that do not meet certain conditions for disclosure, consent,  
3 and cancellation. Moreover, the FTC enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108.  
4 Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part  
5 310, which prohibits deceptive and abusive telemarketing acts or practices.

6 7. The FTC is authorized to initiate federal district court proceedings, by its own  
7 attorneys, to enjoin violations of the FTC Act, the EFTA, the ROSCA, and the TSR, and to  
8 secure such other equitable relief as may be appropriate in each case, including rescission or  
9 reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-  
10 gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b, 1693o(c), 6102(c), and 6105(b).

#### 11 **DEFENDANTS**

12 8. Defendant Health Formulas, LLC (“Health Formulas”), also doing business under  
13 numerous fictitious names, including “Simple Pure Nutrition,” is a California limited liability  
14 company with its principal place of business at 16000 Ventura Boulevard, Suite 1102, Encino,  
15 California. This company is at the center of Defendants’ fraud. At all times material to this  
16 Complaint, acting alone or in concert with others, Health Formulas has labeled, advertised,  
17 marketed, distributed, or sold many of the dietary supplements and healthcare-related products at  
18 issue in this case, including those that bear the “Simple Pure” name. Health Formulas transacts  
19 or has transacted business in this District and throughout the United States.

20 9. Defendant Pure Vitamins, LLC (“Pure Vitamins”) is a Nevada limited liability  
21 company with its principal place of business at the same location as Health Formulas, 16000  
22 Ventura Boulevard, Suite 1102, Encino, California. At all times material to this Complaint,  
23 Defendants have used the Pure Vitamins entity to label, advertise, market, distribute, or sell  
24 many of the Defendants’ weight loss and dietary supplements, including RKG Extreme and Pure  
25

1 Green Coffee Bean Plus. Pure Vitamins transacts or has transacted business in this District and  
2 throughout the United States.

3 10. Defendant Longhorn Marketing, LLC (“Longhorn Marketing”), also doing  
4 business under numerous fictitious names, including, “Men’s Health Formulas, LLC,” “Life  
5 Vitamins,” and “Unleash the Thunder,” is a Nevada limited liability company with its principal  
6 place of business at the same location as Health Formulas, 16000 Ventura Boulevard, Suite  
7 1102, Encino, California. At all times material to this Complaint, Defendants have used  
8 Longhorn Marketing to label, advertise, market, distribute, or sell several of Defendants’  
9 products, including Black Bull, a male-enhancement product, and Superior Antler and Superior  
10 Velvet, supposed muscle-building products. Longhorn Marketing transacts or has transacted  
11 business in this District and throughout the United States.

12 11. Defendant Method Direct, LLC (“Method Direct”), also doing business under  
13 numerous fictitious names, including, “Extamax, LLC,” “Vitaman Labs, Inc.,” “VitaFit,” and  
14 “Playboy Offer/DVD Entertainment,” is a Nevada limited liability company with its principal  
15 place of business at 4545 West Spring Mountain Road, Suite 104, Las Vegas, Nevada. At all  
16 times material to this Complaint, Defendants have used Method Direct to promote products,  
17 including their Extamax male enhancement product and a monthly adult film DVD program  
18 offered as an upsell to purchasers of Defendants’ male enhancement products. Method Direct  
19 transacts or has transacted business in this District and throughout the United States.

20 12. Defendant Weight Loss Dojo, LLC (“Weight Loss Dojo”), also doing business  
21 under numerous fictitious names, including, “Fitness DVDs,” is a Nevada limited liability  
22 company with its principal place of business at the same location as Method Direct, 4545 West  
23 Spring Mountain Road, Suite 104, Las Vegas, Nevada. At all times material to this Complaint,  
24 Defendants have used Weight Loss Dojo to promote a monthly fitness DVD program offered as  
25

1 an upsell to purchasers of Defendants' dietary supplements. Weight Loss Dojo transacts or has  
2 transacted business in this District and throughout the United States.

3 13. Defendant VIP Savings, LLC ("VIP Savings") also doing business as "VIP  
4 Savings Center," is a Nevada limited liability company with its principal place of business at the  
5 same location as Health Formulas, 16000 Ventura Boulevard, Suite 1102, Encino, California. At  
6 all times material to this Complaint, Defendants have used the VIP Savings entity to offer a  
7 discount card as an upsell to consumers who have purchased other products from Defendants.  
8 VIP Savings transacts or has transacted business in this District and throughout the United  
9 States.

10 14. Defendant DJD Distribution, LLC ("DJD Distribution") is a California limited  
11 liability company with its principal place of business at the same location as Health Formulas,  
12 16000 Ventura Boulevard, Suite 1102, Encino, California, and a secondary address at 9601  
13 Owensmouth Avenue, Number 29, Chatsworth, California. At all times material to this  
14 Complaint, acting alone or in concert with others, DJD Distribution has served as a fulfillment  
15 company incorporated by Defendants for the distribution of their products. DJD Distribution  
16 transacts or has transacted business in this District and throughout the United States.

17 15. Defendant MDCC, LLC ("MDCC"), also doing business as "Method Direct Call  
18 Center," is a Nevada limited liability company with its principal place of business at the same  
19 location as Health Formulas, 16000 Ventura Boulevard, Suite 1102, Encino, California. MDCC  
20 also has operations and employees at the same location as Method Direct, 4545 West Spring  
21 Mountain Road, Suite 104, Las Vegas, Nevada. At all times material to this Complaint,  
22 Defendants have operated MDCC as a call center to handle inbound and outbound sales and  
23 customer service telephone calls for their products. MDCC transacts or has transacted business  
24 in this District and throughout the United States.

25



1           16. Defendant Chapnick, Smukler & Chapnick, Inc. (“CSC”) is a California  
2 corporation with its principal place of business at 16000 Ventura Boulevard, Suite 1102, Encino,  
3 California. CSC is owned and operated by Brandon Chapnick and Keith Smukler, who  
4 individually and collectively have formulated, directed, controlled, had the authority to control,  
5 or participated in the acts and practices of the other corporate Defendants. CSC’s headquarters  
6 serves as the corporate address or mailing address for Health Formulas and many, if not all, of  
7 the other Defendants listed above. Moreover, all corporate bank accounts for the above  
8 Defendants are held in the name of CSC. CSC transacts or has transacted business in this  
9 District and throughout the United States.

10           17. Defendant Brandon Chapnick (“Chapnick”) is Chief Financial Officer and  
11 Director of CSC, and a bank signatory for the corporate accounts for Method Direct, Pure  
12 Vitamins, Weight Loss Dojo, and MDCC. At all times material to this Complaint, acting alone  
13 or in concert with others, he has formulated, directed, controlled, had the authority to control, or  
14 participated in the acts and practices of CSC, Method Direct, Pure Vitamins, Weight Loss Dojo,  
15 MDCC, and/or one or more of the other business entities named herein, including the acts and  
16 practices set forth in this Complaint. Chapnick resides in California. In connection with the  
17 matters alleged herein, he transacts or has transacted business in this District.

18           18. Defendant Keith Smukler (“Smukler”) is Secretary and Director of CSC, Chief  
19 Executive Officer of Health Formulas, and an owner of Method Direct, VIP Savings, and  
20 MDCC. He is also a Manager of Longhorn Marketing, Pure Vitamins, Weight Loss Dojo, and  
21 DJD Distribution. Moreover, he is a bank signatory for the corporate accounts of CSC, Method  
22 Direct, Pure Vitamins, Weight Loss Dojo, and MDCC. At all times material to this Complaint,  
23 acting alone or in concert with others, he has formulated, directed, controlled, had the authority  
24 to control, or participated in the acts and practices of CSC, Health Formulas, Method Direct, VIP  
25 Savings, MDCC, Longhorn Marketing, Pure Vitamins, Weight Loss Dojo, DJD Distribution,

1 and/or one or more of the other business entities named herein, including the acts and practices  
2 set forth in this Complaint. Smukler resides in California. In connection with the matters  
3 alleged herein, he transacts or has transacted business in this District.

4 19. Defendant Danelle Miller (“Danelle Miller”), also known as Danelle Folta and  
5 Danelle Kenealy, is an owner of Method Direct and a Manager of Health Formulas and MDCC.  
6 She is also a bank signatory for the corporate accounts of Method Direct, Pure Vitamins, Weight  
7 Loss Dojo, and MDCC. At all times material to this Complaint, acting alone or in concert with  
8 others, she has formulated, directed, controlled, had the authority to control, or participated in the  
9 acts and practices of Method Direct, Health Formulas, MDCC, Pure Vitamins, Weight Loss  
10 Dojo, and/or one or more of the other business entities named herein, including the acts and  
11 practices set forth in this Complaint. Danelle Miller resides in California. In connection with the  
12 matters alleged herein, she transacts or has transacted business in this District.

13 20. Defendant Jason Miller (“Jason Miller”) is an owner of Weight Loss Dojo and  
14 MDCC. He is also a Manager of Health Formulas, Method Direct, and Pure Vitamins. He is  
15 moreover a bank signatory for the corporate accounts of Method Direct, Pure Vitamins, Weight  
16 Loss Dojo, and MDCC. He is further the domain registrant for all of the above corporate  
17 defendants’ websites and registered many of the above corporate defendants’ toll-free telephone  
18 numbers. At all times material to this Complaint, acting alone or in concert with others, he has  
19 formulated, directed, controlled, had the authority to control, or participated in the acts and  
20 practices of Weight Loss Dojo, MDCC, Health Formulas, Method Direct, Pure Vitamins, and/or  
21 one or more of the other business entities named herein, including the acts and practices set forth  
22 in this Complaint. Jason Miller resides in California. In connection with the matters alleged  
23 herein, he transacts or has transacted business in this District.

1 **COMMON ENTERPRISE**

2 21. Defendants Health Formulas, Pure Vitamins, Longhorn Marketing, Method  
3 Direct, Weight Loss Dojo, VIP Savings, DJD Distribution, MDCC, and CSC (collectively,  
4 “Corporate Defendants”)<sup>1</sup> have operated as a common enterprise while engaging in the deceptive  
5 acts and practices and other violations of law alleged below. The Corporate Defendants have  
6 conducted the business practices described below through an interrelated network of companies  
7 that have common ownership, officers, managers, business functions, employees, office  
8 locations, telephone numbers, domain registrants, and bank signatories. The Corporate  
9 Defendants also regularly transfer funds between corporate accounts and have certain unified  
10 accounting functions. Because these Corporate Defendants have operated as a common  
11 enterprise, each of them is jointly and severally liable for the acts and practices alleged below.  
12 Defendants Chapnick, Smukler, Danelle Miller, and Jason Miller (collectively, “Individual  
13 Defendants”), have formulated, directed, controlled, had the authority to control, or participated  
14 in the acts and practices of the Corporate Defendants that constitute the common enterprise.

15 **COMMERCE**

16 22. At all times material to this Complaint, Corporate Defendants and Individual  
17 Defendants (collectively, “Defendants”) have maintained a substantial course of trade in or  
18 affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

19 **DEFENDANTS’ BUSINESS PRACTICES**

20 23. Since at least January 2010, Defendants have deceptively marketed, labeled,  
21 advertised, promoted, offered to sell, sold, and distributed numerous dietary supplements and  
22 other products under various brand names, including, but not limited to, “RKG Extreme,” “Pure  
23

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24 <sup>1</sup> Throughout this Complaint, the FTC uses the term “Corporate Defendants” to refer collectively  
25 to Health Formulas, Pure Vitamins, Longhorn Marketing, Method Direct, Weight Loss Dojo,  
VIP Savings, DJD Distribution, MDCC, and CSC, even though several of these entities have  
elected other forms of business association.

1 Green Coffee Bean Plus,” “SimplePure HCG Diet Drops,” “Pure Garcinia Cambogia Extract,”  
2 “Black Bull,” “Superior Antler,” Superior Velvet,” and “Bright Skin Super C serum,” to  
3 consumers throughout the United States.

4 24. Defendants market and sell their products through several media channels,  
5 including Internet websites that Defendants own and operate; Internet advertisements on third-  
6 party websites such as Facebook; print, radio and television advertisements; and telemarketing.

7 25. Defendants entice consumers to call the toll-free telephone numbers listed in their  
8 advertisements or visit their websites by advertising a month’s supply of their product to try for  
9 free or by making a buy-one-get-one free offer. Defendants lure consumers to provide their  
10 credit or debit card information by representing that consumers only need to pay a nominal  
11 shipping and handling charge, typically \$6.95 or less, for the free month’s supply, or in  
12 telemarketing transactions, by offering a drastically reduced cost on a buy-one-get-one free offer.

13 26. After consumers provide their credit or debit card information, Defendants  
14 automatically enroll consumers into continuity membership programs with negative option  
15 features, confusingly named “guarantee programs” or something similar, and charge consumers  
16 on a recurring basis for monthly product shipments until the consumer takes affirmative action to  
17 cancel. A provision in which a seller interprets the customer’s silence or failure to take an  
18 affirmative action to reject goods or services or to cancel the agreement as an acceptance of the  
19 offer, is known as a “negative option” feature.

20 27. In telemarketing transactions, after consumers provide their credit card numbers,  
21 Defendants pitch other upsell products, but Defendants fail to disclose or disclose adequately the  
22 negative option feature on those upsells, including the recurring monthly charges.

23 28. Consumers often first learn of the ongoing charges after they have received their  
24 financial account statement or received an unexpected product shipment.

25

1           29. Defendants create multiple barriers for consumers to cancel these continuity  
2 membership programs and obtain refunds, as discussed below. As a result, numerous consumers  
3 across the U.S. have expended considerable time attempting to cancel the Defendants' continuity  
4 membership plans, dispute charges, and have only sometimes obtained refunds.

5           30. From January 2010 to present, total sales revenue for Defendants' products has  
6 exceeded \$32 million.

7                           **Defendants' Free Trial Website Sales**

8           31. Defendants' many websites differ in aspects of their text and appearance, but  
9 share the same structure and characteristics. Typically, Defendants offer their products on the  
10 Internet to consumers on a "free" trial basis and represent that consumers need only pay a  
11 nominal charge for shipping and handling, usually \$6.95 or less. Defendants' websites  
12 prominently display its dietary supplement or skin cream promotions with offers such as,  
13 "CLAIM YOUR FREE BOTTLE TODAY!," "TRY A FREE BOTTLE!," or "TRY IT RISK  
14 FREE WITH OUR MONEY BACK GUARANTEE!" Examples of the Defendants' landing  
15 pages for their "Pure Garcinia Cambogia Extract," "Pure Green Coffee Bean Plus," and  
16 "SimplePure HCG Diet Drops" products are attached at Exhibits A, B, and C, respectively.

17           32. In addition, Defendants' websites bear prominent and bright "100% Satisfaction"  
18 or "100% Satisfaction Guaranteed" gold medal graphics. On some websites, especially those  
19 that make a "Buy 1, Get 1 Free" offer, Defendants also specifically offer a "30 day money back  
20 guarantee." (See Exhibit D at 12.)

21           33. To create a false sense of urgency, the Defendants sometimes represent that the  
22 offered "trial" is available only for a limited time by prominently displaying on their websites or  
23 landing pages, such as buygcb.com, skimserumoffer.com, or www.unleashthethunder.com, one  
24 or more of the following statements:

- 1           • WARNING: Due to recently being featured on T.V. we cannot guarantee supply.  
2           As of [date website visited] we currently have product IN STOCK (*See* Exhibit B  
3           at 6.)
- 4           • Hurry! Only while supplies last!! Trials are very limited! (*See* Exhibit E at 17.)

5           34. Defendants' marketing efforts have also included the use of pop ups designed to  
6 discourage consumers from leaving the offer sites. In several instances, when consumers attempt  
7 to leave the offer sites, a confirmation box pops up urging consumers to remain on the site.  
8 Screen prints of the Pure Garcinia Cambogia Extract Offer Site, which capture the appearance of  
9 a confirmation box, are attached hereto as Exhibit A at 5.

10           35. All versions of the Defendants' websites offering weight loss products include  
11 specific claims in bold and large letters about the efficacy and performance of the products, such  
12 as:

13                   Exhibit B at 6-7:  
14                   **Burn Fat Without Diet Or Exercise**  
15                   **Shed Pounds Fast**

16                   Exhibit D at 12:  
17                   **Super Concentrated Double Fat Burning**  
18                   **Extreme Weight Loss!**

19           36. Many of Defendants' weight loss websites and promotional materials also include  
20 prominent images of young, thin women in bikinis who are happily holding tape measures  
21 around their waists or celebrating while standing on a scale, or images of thin women holding  
22 out the waistband of pants that are several sizes too large to indicate their substantial weight loss.  
23 They also feature purported testimonials from consumers and "medical experts" that support the  
24 message to consumers that Defendants' products will result in rapid and substantial weight loss.  
25 Examples of these images appear at Exhibit B at 6-8 and Exhibit D at 12-13.

1 37. Defendants require consumers who wish to order these products to click on a  
2 prominent "Send My Order Now" button on the website. Other websites require consumers to  
3 enter contact and shipping information on the home page and then click on a prominent "Order  
4 Now," "Send Now," or "Rush My Trial" button. Upon clicking on the button, Defendants'  
5 websites take consumers to a payment page.

6 38. For "free" trial offers, Defendants' payment page contains prominent statements  
7 indicating that consumers will receive, without charge, a one-month supply of the product. For  
8 example, the payment page of the PureGC60.com Offer Site (Exhibit A at 4) states in bold large  
9 font:

10 **1 Month Supply of Garcinia Cambogia Extract**  
11 **1 Month Supply Free Trial**  
**Just pay shipping**

12 39. Typically, this payment page distinguishes the "free" trial offer from other options  
13 to pay for greater quantities of product. Defendant's dietary supplement products cost  
14 approximately \$60 to \$210 per bottle. By comparison, Defendants frequently list the trial offer  
15 as "free," or zero dollars, or simply the cost of shipping and handling. For example, the payment  
16 page for the Black Bull Offer Site at www.unleasethethunder.com (Exhibit F at 24) states in bold  
17 and bright black and red text:

18  
19 

	Price
<b>Black Bull</b>	<b>\$0.00</b>
Month Supply	

20  
21 40. Immediately adjacent to the menu of ordering options is a box requesting the  
22 consumer's financial account information, as well as a button labeled "Order Now" or "Rush My  
23 Trial."  
24  
25

1           41.     In numerous instances, consumers must click a separate link for terms and  
2 conditions or scroll down the payment page to see any further fine print disclosures about the  
3 cost of the product.

4           42.     Adjacent to the “Order Now” or “Rush My Trial” button on the payment  
5 information page is a smaller box next to to the statement, “I agree to the Terms and  
6 Conditions.” Consumers are not required to read the Defendants’ terms and conditions before  
7 they check the box adjacent to the statement, “I agree to the Terms and Conditions,” and  
8 Defendants’ terms and conditions can be found nowhere near that statement on Defendants’  
9 websites. Instead, the terms and conditions appear on a separate page that consumers must reach  
10 by scrolling through the equivalent of two printed pages to the bottom of the webpage and  
11 clicking on a hyperlink for “terms and conditions” that appears in much smaller font. The terms  
12 and condition document is typically ten pages long.

13           43.     The only disclosure paragraph that typically appears on the Defendants’ payment  
14 webpage is in much smaller font than most others used on the webpage and buried in boxes with  
15 other fine print information that is confusing and difficult to read. For instance, the first sentence  
16 of the disclosure typically reiterates the consumer’s understanding: “You must pay a shipping  
17 and handling fee of \$4.95 for us to send you a full 30 day supply of Garcinia Cambogia Extract.”  
18 (*See Exhibit A at 4.*) It is not until the middle of the paragraph that any statement appears  
19 indicating that the trial period lasts only fourteen days, that it begins when the items are shipped  
20 (rather than when they are received), or that additional charges will be imposed thereafter.

21           44.     In some instances, Defendants’ disclosure paragraph does not give any  
22 disclosures about when the free trial starts.

23           45.     Nowhere on the payment page or in proximity to the Defendants’ promotional  
24 statements concerning the free trial do the Defendants disclose the steps that consumers must  
25



1 take to avoid being charged for the trial samples and for recurring monthly shipments. These  
2 obligations are referenced only in the separate lengthy multi-page terms and conditions webpage.

3 46. After a consumer completes the payment page, Defendants' websites take  
4 consumers to a confirmation page with offers for additional upsell products.

5 47. Defendants sometimes send consumers a confirmation e-mail regarding the order  
6 that, in numerous instances, reinforces the consumers' impression that they have simply acquired  
7 the Defendants' product to try for free for one month. In numerous instances, Defendants' e-  
8 mail shows no charges for the trial product other than the nominal shipping and handling fee.

9 48. In numerous instances, Defendants' e-mail does not indicate that the "free" trial is  
10 a continuity program, such that consumers will incur a monthly charge unless they cancel the  
11 membership, or that Defendants will charge or debit the financial account the consumer  
12 provided, when the charge will be imposed, or how to avoid the charge.

13 49. In numerous instances, the Defendants' e-mail reiterates that the consumer  
14 ordered a "trial month supply," but fails to disclose that the trial period lasts only fourteen days.

15 50. For example, one e-mail sent to consumers who purchased a Pure Garcinia  
16 Cambogia Extract trial is included at Exhibit G at 28-29. It states:

17 "Congratulations on taking advantage of Pure Garcinia Cambogia  
18 w/60% HCA.

19 Please print a copy of this email receipt for your records. The shipping  
20 charge you have authorized today will appear on your credit card  
statement..."

21 51. In connection with the "free" trial offers, the Defendants fail to disclose, or to  
22 disclose adequately, that consumers will be charged for the full bottle of product, usually \$79.99,  
23 unless the consumer takes affirmative steps to cancel within the fourteen-day trial period. In  
24 addition, Defendants fail to disclose, or to disclose adequately, that consumers who order a  
25 "free" trial bottle are also automatically enrolled in a negative option continuity plan with

1 charges each month for recurring shipments of the products without Defendants obtaining the  
2 consumer's consent.

3 **Defendants' Deceptive and Abusive Telephone Sales**

4 52. In addition to online marketing, Defendants sell their dietary supplement  
5 products, as well as the products of third parties, through telemarketing call centers. Defendants'  
6 telemarketing representatives frequently fail to disclose, or to disclose adequately, that they  
7 enroll consumers who order a product from a "free" trial and sometimes a buy-one-get-one free  
8 offer into a continuity program.

9 53. Defendants advertise online, in local newspapers, and on the radio, soliciting  
10 consumers to call the toll-free telephone numbers Defendants provide. Examples of the print  
11 advertisements appear at Plaintiff's Exhibits H and I. During the telemarketing sales calls, which  
12 typically last about thirty minutes, Defendants' telemarketers have induced consumers to  
13 purchase their weight loss products by representing that Defendants offer a "money-back  
14 guarantee" or will pay consumers for each pound they lose.

15 54. In numerous instances during the telemarketing sales calls, Defendants'  
16 telemarketers make assurances that Defendants' products are backed by a money back guarantee.  
17 For example, Defendants state that they provide a full refund of the product price if consumers  
18 are not completely satisfied within a specified period of time, and state that consumers do not  
19 need any reason to return Defendants' products for a full refund.

20 55. Once consumers agree to purchase the product, Defendants' telemarketers take  
21 the consumers' debit or credit card information. After taking the consumers' billing information,  
22 Defendants' telemarketers quickly mention that consumers will receive another bottle of the  
23 weight loss product in thirty days and every thirty days thereafter, purportedly to ensure the  
24 consumer has a sufficient supply of product to meet their weight loss goals. Defendants'  
25 telemarketers do not seek consumers' consent before signing them up for this program. They

1 also fail to communicate the costs associated with this recurring automatic shipment program or  
2 when consumers must cancel the program to avoid further charges.

3         56. Next, Defendants' telemarketers quickly roll into an announcement that  
4 Defendants will automatically enroll the consumer in "free" trial offers for various additional  
5 products including, but not limited to: Free Shipping Rewards (a program that offers "free  
6 shipping" on Defendants' products and other products for a monthly fee), Magazine Rewards  
7 Plus (a program that offers consumers subscriptions to various magazines and publications for a  
8 monthly or annual fee), VIP Savings (a program that offers discounts and coupons for stores,  
9 restaurants and other products or services for a monthly fee), My Fitness DVDs/My Exercise  
10 DVDs (a program that offers two "free" exercise DVDs when a consumer enrolls and agrees to  
11 pay monthly fees for additional DVDs), and/or Playboy Offer/DVD Entertainment (a parallel  
12 DVD program for adult films). Defendants' telemarketers offer these products and services on  
13 behalf of the Defendants or on behalf of third party sellers.

14         57. Defendants' telemarketers frequently gloss over the terms of these upsells during  
15 the call or speak about them at an excessive speed or in a vague manner that renders the  
16 disclosures regarding the cost and the negative option continuity program incomprehensible.

17         58. When consumers indicate that they are not interested in the additional offers,  
18 Defendants' telemarketers assure them that the additional products are free and that consumers  
19 can simply cancel them once they receive the products in the mail.

20         59. In numerous instances, Defendants' telemarketers enroll consumers into these  
21 upsell membership programs without their affirmative consent.

22         60. Defendants also have initiated calls to consumers who had previously stated that  
23 they did not wish to receive calls from Defendants' telemarketers.

24

25

**Defendants Impose Additional Charges and Debits**

1  
2           61.     Whether Defendants obtain consumers' account information through a website  
3 order or a telephone order, Defendants use the consumer's payment information to charge the  
4 consumer's credit card or debit the consumer's bank account for the full price of the product or  
5 other upsell products, several days after a consumer agrees to Defendants' offer. The charge for  
6 dietary supplement products typically ranges from \$60 to \$210. The charge for upsell products  
7 ranges from \$7.95 to \$60.97.

8           62.     In addition, Defendants enroll consumers who agree to the free trial and certain  
9 buy-one-get-one free offers, into a negative option continuity program with recurring monthly  
10 charges.

11           63.     In numerous instances, consumers are unaware that Defendants enrolled them into  
12 continuity programs and imposed charges on their credit card accounts or debited their bank  
13 accounts in excess of the shipping and handling fee. In numerous instances, consumers have not  
14 discovered that Defendants were imposing charges or debits in excess of the shipping and  
15 handling fee until the consumers reviewed their credit or bank account statements.

16           64.     In many instances, consumers first become aware of their enrollment in  
17 Defendants' negative option continuity programs when they receive a second shipment from  
18 Defendants. By this time, the Defendants will have charged consumers not only for the initial  
19 shipment and handling fees, the full price of a month's supply of product, but also for this second  
20 shipment.

21           65.     Defendants do not obtain authorization in a writing signed or similarly  
22 authenticated by the consumer to debit consumers' bank accounts on a recurring basis.  
23 Defendants also fail to provide consumers with a copy of any purported authorization to debit the  
24 consumers' bank accounts on a recurring basis.

1           66.     Upon discovering the charge, many consumers call the Defendants. Defendants’  
2 customer service representatives inform consumers who complain that the consumers had agreed  
3 to the charges because they were disclosed in the terms and conditions page of the Defendants’  
4 websites or during the telemarketing call. For many consumers, this is the first time they learn of  
5 the material terms and conditions of the offer.

6           67.     Despite touting their “100% Satisfaction Guarantee” on their websites,  
7 Defendants leave many consumers dissatisfied when consumers discover these additional  
8 charges and are referred to the terms and conditions page of Defendants’ websites.

9           68.     In numerous instances, Defendants also enroll consumers in, and charge  
10 consumers’ credit cards or debit their bank accounts for, continuity programs for the additional  
11 upsell products identified above in Paragraph 56. Many of these upsell products are also offered  
12 on a “free” trial basis. Consumers are frequently unaware of their enrollment in Defendants’  
13 continuity programs for the upsell products until they receive a second shipment of the products.  
14 By this time, the Defendants will have charged consumers for the initial shipment and handling  
15 fees as well as the full price of at least two months’ supply of product. The additional upsell  
16 products, like the underlying products, frequently generate recurring monthly charges that  
17 consumers have not authorized and have terms and conditions, including cancellation policies  
18 that consumers do not understand.

19                   **Defendants’ Unlawful Practices Relating to Refunds and Cancellations**

20           69.     In numerous instances, when consumers call Defendants to complain about the  
21 unexpected charges or debits, Defendants tell consumers that the continuity plan will be  
22 cancelled, but that their money will not be refunded. In some instances, Defendants tell  
23 consumers that they can receive a partial refund, or that they can keep the unused product for a  
24 discounted rate.

25           70.     Defendants impose various cancellation requirements on free trial offers.

1           71. For example, in numerous instances, Defendants require consumers to obtain a  
2 Return Merchandise Authorization (“RMA”) number from Defendants, then mail the product  
3 back in time for Defendants to receive it before the expiration of the trial period, and obtain  
4 delivery confirmation. Defendants have denied refunds to consumers who have failed to meet all  
5 of these conditions.

6           72. In numerous instances, in the sale of products on a buy-one-get-one free offer,  
7 Defendants have denied refunds to consumers on the basis that the consumer opened the bottle of  
8 product. Defendants have failed to disclose or disclose adequately that a condition to the “100%  
9 Satisfaction Guarantee” or the 30-day money back guarantee is that the consumer leave the  
10 supply of product unopened.

11           73. In telemarketing transactions, Defendants require consumers to call a separate and  
12 different number to cancel each and every product that they upsell to the consumer. In numerous  
13 instances, consumers who have called to cancel one product, have continued to be charged for  
14 other upsells they were not aware they had ordered or they believed they had already cancelled.

15           74. In numerous instances, even when consumers successfully have satisfied the  
16 Defendants’ conditions for a refund, Defendants have promised refunds but never issued them.

17           75. In other instances, consumers have received refunds from Defendants, but only  
18 after they have complained to their credit card companies, law enforcement or the Better  
19 Business Bureau. Even in those instances, however, Defendants have not always issued full  
20 refunds.

21  
22  
23  
24  
25

1                    **Defendants' Misrepresentations Regarding Weight Loss Product Claims**

2                    76. Defendants label, advertise, market, distribute, promote, offer to sell, and sell  
3 various purported weight loss products, including RKG Extreme and Green Coffee Bean Plus,<sup>2</sup>  
4 through telemarketing, and through Internet, print, radio, and television advertisements. For  
5 example, Defendants use www.rkgextreme.com (the RKG Extreme Offer Site) (Exhibit D) and  
6 www.buygcb.com (the Pure Green Coffee Bean Plus Offer Site) (Exhibit B).

7                    77. To induce consumers to purchase Defendants' weight loss supplement products,  
8 Defendants have disseminated, or caused to be disseminated, advertisements for RKG Extreme  
9 and Pure Green Coffee Bean Plus, including, but not limited to the below Exhibits. These  
10 advertisements contain the following statements among others:

11                    A. Print Advertisement for RKG Extreme (*See* Exhibit H at 30)

- 12                    • **RKG Extreme is paying you by the pound!**
- 13                        o SimplePure Nutrition is looking for participants in their ground  
14                        breaking "Pay per pound" program featuring the popular green  
15                        coffee bean extract. The bean made national news recently with the  
16                        scientific discovery that it triggers weight loss and improves cardio  
17                        health!
- 18                    • **GET PAID TO LOSE WEIGHT AND BOOST ENERGY**
- 19                        o ...Lose weight with RKG Extreme and get paid \$5 per pound of  
20                        weight loss. . . .
- 21                    • **Extreme Results with RKG**
- 22                    • **Rapid Weight Loss**
- 23

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24 <sup>2</sup> Although advertised under different names, RKG Extreme and Green Coffee Bean Plus appear  
25 to contain the same ingredients.

1 B. Print Advertisement for RKG Extreme (*See Exhibit I at 31*)

2 **get paid to lose weight**

3 . . .With the recent clinical studies of the green coffee bean showing and[sic]  
4 average of 17lbs of weight loss without diet and exercise, we are excited to  
5 introduce our advanced new formula, **RKG Extreme**. By combining green coffee  
6 bean extract with raspberry ketones, we've designed a dual action fat burning  
7 formula that not only speeds up weight loss but prevents fat absorption so  
8 when[sic] you take it off and keep it off!

9 **Get Paid, Lose Weight!**

10 C. Website Advertisement for RKG Extreme (*See Exhibit D at 12, 15.*)

- 11 • **Extreme Weight Loss!**
- 12 • **Super Concentrated Double Fat Burning**
- 13 • RKG Extreme is a revolutionary new weight loss system – combining the  
14 incredible fat-burning components of Green Coffee Bean and Raspberry  
15 Ketone. Both organic compounds have been endorsed by America's most  
16 trusted Doctors, who've referred to them as miracle fat burning  
17 supplements.
- 18 • RKG Extreme packs the biggest punch against excess fat and will change  
19 the way you approach weight loss forever.

20 D. Website Advertisement for Green Coffee Bean Plus (*See Exhibit B at 6-7*)

21 **PURE GREEN COFFEE BEAN PLUS**

22 **BURN FAT *WITHOUT* DIET OR EXERCISE**

- 23 • **Shed Pounds Fast!**
- 24
- 25



- Citing a recent study: “Subjects taking the full dose of the green coffee extract lost an average of 17.5 pounds in 22 weeks and reduced their overall body weight by 10.5%!”

78. In addition, Defendants’ weight loss advertisements and promotional materials prominently feature images of attractive young women who are extremely thin and typically appearing in bikinis or clothing that highlights their toned and thin bodies. The women appear to be celebrating while holding tape measures around their waists, standing on a scale, or holding out the waistband of pants that are several sizes too large. Each of these images appears designed to indicate that the women have lost substantial weight as a result of Defendants’ products. Examples of these images appear at Exhibit B at 6-8 and Exhibit D at 12-13.

79. Defendants do not have a reasonable basis to substantiate their claims that consumers who use their products will experience rapid and substantial weight loss without diet or exercise.

**VIOLATIONS OF THE FTC ACT**

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

81. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the dissemination of any false advertisement in or affecting commerce for the purpose of inducing, or which is likely to induce, the purchase of food, drugs, devices, services, or cosmetics. For the purposes of Section 12 of the FTC Act, 15 U.S.C. § 52, Defendants’ dietary supplement, muscle-building, skincare creams, and male enhancement products including Pure Garcinia Cambogia Extract, RKG Extreme, Simple Pure Ketone, Green Coffee Bean Plus, Superior Antler, Superior Velvet, and Black Bull are either a “food” or “drug” as defined in Section 15(b) and (c) of the FTC Act, 15 U.S.C. § 55(b), (c).

**COUNT I**

**Failure to Disclose the Material Terms and Conditions of Defendants' Offers**

82. In numerous instances in connection with the labeling, advertising, marketing, promotion, offering for sale, or sale of a variety of dietary supplement and other upsell products, Defendants have represented, directly or indirectly, expressly or by implication, that consumers can try a one-month supply of the products for free, for just the cost of shipping and handling, or purchase the products on a buy-one-get-one free basis.

83. In numerous instances in which Defendants have made the representation set forth in Paragraph 82 of this Complaint, Defendants have failed to disclose, or to disclose adequately, to consumers material terms and conditions of their offer, including:

- A. That Defendants will use consumers' credit or debit card information to charge consumers for the initial full month's supply of the products upon the expiration of a limited trial period, typically lasting fourteen days;
- B. That Defendants enroll consumers who order the products they sell into a membership program or programs that consumers must cancel within a limited time period in order to avoid recurring charges;
- C. That Defendants will use consumers' credit or debit card information to periodically charge consumers for the membership or other program;
- D. The cost of the membership or other program, and the frequency and duration of the recurring charges;
- E. When consumers must cancel the trial, membership, or other program to avoid further charges; and
- F. The means consumers must use to cancel the trial, membership, or other programs.

1 84. Defendants' failure to disclose, or to disclose adequately, the material information  
2 described in Paragraph 83, above, in light of the representation described in Paragraph 82, above,  
3 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
4 § 45(a).

5 **COUNT II**

6 **Failure to Disclose Terms of Refund and Cancellation Policy**

7 85. In numerous instances in connection with the labeling, advertising, marketing,  
8 promotion, offering for sale, or sale of a variety of Defendants' dietary supplements and other  
9 upsell products, Defendants have represented, directly or indirectly, expressly or by implication,  
10 that Defendants offer a 100% satisfaction guarantee, a money back guarantee, or that consumers  
11 will be able to avoid further risks or obligations.

12 86. In numerous instances in which Defendants have made the representations set  
13 forth in Paragraph 85 of this Complaint, Defendants have failed to disclose, or disclose  
14 adequately, to consumers the material terms and conditions of their refund and cancellation  
15 policy, including, but not limited to:

- 16 A. That consumers must take steps to cancel each product and upsell product  
17 separately;
- 18 B. That consumers must return each product separately by mail, sometimes to  
19 different post office boxes;
- 20 C. That consumers must identify the appropriate and unique customer service  
21 telephone number for each of the products, and call to obtain so-called  
22 "RMA" numbers for each of the products, affix the "RMA" numbers to their  
23 return packages;
- 24 D. That consumers must obtain tracking or delivery confirmation for each  
25 package;

1 E. That for products bought on a buy-one-get-one free offer, Defendants will not  
2 accept the product for return or refund unless it is unopened and in re-sellable  
3 condition; and

4 F. That Defendants' 30-day money back return policy runs from the date of the  
5 initial order, rather than the date of receipt.

6 87. Defendants' failure to disclose, or to disclose adequately, the material information  
7 described in Paragraph 86, above, in light of the representation described in Paragraph 85, above,  
8 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
9 § 45(a).

10 **COUNT III**

11 **Misrepresentations Concerning Defendants' Dietary Supplement Products**

12 88. In connection with the labeling, advertising, marketing, promotion, offering for  
13 sale, or sale of RKG Extreme and Pure Green Coffee Bean Plus, Defendants have represented,  
14 directly or indirectly, expressly or by implication, that use of Defendants' products will result in  
15 rapid and substantial weight loss without diet or exercise, including losing more than seventeen  
16 pounds or sixteen percent of body fat in twenty-two weeks.

17 89. The representations set forth in Paragraph 88 of this Complaint are false,  
18 misleading, or were not substantiated at the time the representations were made.

19 90. Therefore, the making of the representations set forth in Paragraph 88 constitutes  
20 a deceptive act or practice and the making of false advertisements, in or affecting commerce, in  
21 violation of Section 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52.

22 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E**

23 91. Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a "preauthorized  
24 electronic fund transfer from a consumer's account may be authorized by the consumer only in  
25 writing, and a copy of such authorization shall be provided to the consumer when made."

1 Section 903(10) of the EFTA, 15 U.S.C. § 1693a(10), provides that the term “preauthorized  
2 electronic fund transfer” means “an electronic fund transfer authorized in advance to recur at  
3 substantially regular intervals.”

4 92. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that  
5 “[p]reauthorized electronic fund transfers from a consumer’s account may be authorized only by  
6 a writing signed or similarly authenticated by the consumer. The person that obtains the  
7 authorization shall provide a copy to the consumer.”

8 93. Section 205.10 of the Federal Reserve Board’s Official Staff Commentary to  
9 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he authorization process should  
10 evidence the consumer’s identity and assent to the authorization.” *Id.* ¶ 10(b), cmt 5. The  
11 Official Staff Commentary further provides that “[a]n authorization is valid if it is readily  
12 identifiable as such and the terms of the preauthorized transfer are clear and readily  
13 understandable.” *Id.* ¶ 10(b), cmt 6.

#### 14 COUNT IV

##### 15 **Unauthorized Debiting of Consumers’ Bank Accounts**

16 94. In numerous instances, Defendants have debited consumers’ bank accounts on a  
17 recurring basis without obtaining a written authorization signed or similarly authenticated from  
18 consumers for preauthorized electronic fund transfers from their accounts, thereby violating  
19 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12  
20 C.F.R. § 205.10(b).

21 95. In numerous instances, Defendants have debited consumers’ bank accounts on a  
22 recurring basis without providing a copy of a written authorization signed or similarly  
23 authenticated by the consumer for preauthorized electronic fund transfers from the consumer’s  
24 account, thereby violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section  
25 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

1 96. Pursuant to Section 917 of the EFTA, 15 U.S.C. § 1693o(c), every violation of the  
2 EFTA and Regulation E constitutes a violation of the FTC Act.

3 97. By engaging in violations of the EFTA and Regulation E as alleged in Paragraphs  
4 94 and 95 of this Complaint, Defendants have engaged in violations of the FTC Act. 15 U.S.C.  
5 § 1693o(c).

6 **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS CONFIDENCE ACT**

7 98. In passing the ROSCA, Congress found that “consumer confidence is essential to  
8 the growth of online commerce. To continue its development as a marketplace, the Internet must  
9 provide consumers with clear, accurate information and give sellers an opportunity to fairly  
10 compete with one another for consumers’ business.” Section 2, 15 U.S.C. § 8401. The ROSCA  
11 took effect on December 29, 2010.

12 99. Section 4 of the ROSCA, 15 U.S.C. § 8403, generally prohibits charging  
13 consumers for goods or services sold in transactions effected on the Internet through a negative  
14 option feature, as that term is defined in the TSR, 16 C.F.R. § 310.2(u), unless the seller clearly  
15 and conspicuously discloses all material terms of the transaction before obtaining the consumer’s  
16 billing information, obtains the consumer’s express informed consent before making the charge,  
17 and provides a simple mechanism to stop recurring charges. *See* 15 U.S.C. § 8403.

18 100. The TSR defines a negative option feature as: “an offer or agreement to sell or  
19 provide any goods or services, a provision under which the consumer’s silence or failure to take  
20 an affirmative action to reject goods or services or to cancel the agreement is interpreted by the  
21 seller as acceptance of the offer.” 16 C.F.R. § 310.2(u).

22 101. Defendants’ continuity plans, confusingly named “guarantee programs” or  
23 something similar, as described in Paragraphs 26-29, are a negative option feature as defined by  
24 the TSR. 16 C.F.R. § 310.2(u).

25



1 108. If an offer includes a negative option feature, the TSR prohibits sellers and  
2 telemarketers from failing to disclose truthfully, in a clear and conspicuous manner, material  
3 information, such as the fact that the consumer will be charged unless the consumer takes  
4 affirmative action to avoid the charges, the date the charge will be submitted for payment, and  
5 the specific steps the customer must take to avoid the charges. 16 C.F.R. § 310.3(a)(1)(vii).

6 109. The TSR prohibits sellers and telemarketers from engaging in or causing others to  
7 engage in initiating an outbound telephone call to a consumer who has previously stated that he  
8 or she does not wish to receive an outbound telephone call made by or on behalf of the seller  
9 whose goods or services are being offered. 16 C.F.R. § 310.4(b)(1)(iii)(A).

10 110. Defendants are “seller[s]” or “telemarketer[s]” engaged in “telemarketing” as  
11 defined by the TSR, 16 C.F.R. § 310.2(aa), (cc), and (dd).

12 111. Defendants have violated several provisions of the TSR, including 16 C.F.R.  
13 § 310.3(a)(1)(vii) and § 310.4(b)(1)(iii)(A).

14 112. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c) and  
15 Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an  
16 unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the  
17 FTC Act, 15 U.S.C. § 45(a).

18 **COUNT VI**

19 **Failure to Disclose that Consumers Will Be Entered Into Negative Option Continuity**  
20 **Memberships for Upsell Products in Violation of the TSR**

21 113. In numerous instances, in connection with the telemarketing of good and services  
22 that are the subject of their upsell sales offers, Defendants have failed to disclose truthfully, in a  
23 clear and conspicuous manner, before a consumer pays for the goods or services offered, all  
24 material terms and conditions of the negative option feature, including, but not limited to, the  
25 following: (1) that consumers who agree to one of the upsell products offered by Defendants



1 will be charged for additional unrelated upsell products unless consumers take affirmative action  
2 to avoid the charges; (2) the date(s) that the Defendants will submit charge(s) for payment; and  
3 (3) the specific steps consumers must take to avoid further charges.

4 114. Defendants' acts and practices, as described in Paragraph 113 above, are  
5 deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(1)(vii).

6 **COUNT VII**

7 **Ignoring Entity-Specific Do Not Call Requests**

8 115. In numerous instances, in connection with telemarketing, Defendants initiated, or  
9 caused others to initiate, an outbound telephone call to a person who has previously stated that he  
10 or she does not wish to receive an outbound telephone call made by or on behalf of the seller  
11 whose goods or services are being offered, in violation of the TSR, 16 C.F.R.  
12 § 310.4(b)(1)(iii)(A).

13 **CONSUMER INJURY**

14 116. Consumers have suffered and will continue to suffer substantial injury as a result  
15 of Defendants' violations of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52,  
16 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), Section 205.10(b) of Regulation E, the  
17 ROSCA, and the TSR. In addition, Defendants have been unjustly enriched as a result of their  
18 unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to  
19 continue to injure consumers, reap unjust enrichment, and harm the public interest.

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

21 117. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant  
22 injunctive and such other relief as the Court may deem appropriate to halt and redress violations  
23 of any provision of law enforced by the FTC, including the EFTA, Regulation E, the ROSCA  
24 and the TSR. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief,  
25 including rescission or reformation of contracts, restitution, the refund of monies paid, and the

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

3 118. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the  
4 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as the Court  
5 finds necessary to redress injury to consumers resulting from Defendants' violations of the TSR,  
6 including the rescission or reformation of contracts, and the refund of money.

7 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C.  
9 §§ 53(b) and 57b, Section 917(c) of the EFTA, 15 U.S.C. § 1693o(c), Section 5 of the ROSCA,  
10 15 U.S.C. § 8404, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the Court's own  
11 equitable powers, requests that the Court:

12 A. Award Plaintiff such preliminary injunctive and ancillary relief as may be  
13 necessary to avert the likelihood of consumer injury during the pendency of this action and to  
14 preserve the possibility of effective final relief, including but not limited to, temporary and  
15 preliminary injunctions, an order freezing assets, immediate access, and appointment of a  
16 receiver;

17 B. Enter a permanent injunction to prevent future violations of the FTC Act, the  
18 EFTA, Regulation E, the ROSCA, and the TSR by Defendants;

19 C. Award such relief as the Court finds necessary to redress injury to consumers  
20 resulting from Defendants' violations of the FTC Act, the EFTA, Regulation E, the ROSCA, and  
21 the TSR, including but not limited to, rescission or reformation of contracts, restitution, the  
22 refund of monies paid, and the disgorgement of ill-gotten monies; and

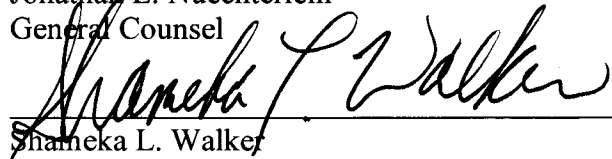
23 D. Award Plaintiff the costs of bringing this action, as well as such other and  
24 additional relief as the Court may determine to be just and proper.

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Respectfully submitted,

Jonathan E. Nuechterlein  
General Counsel



Dated: October 7, 2014

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Federal Trade Commission  
600 Pennsylvania Ave., NW  
Mail Stop CC-8528  
Washington, DC 20580  
Fax: (202) 326-3395

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

Pure Garcinia Cambogia



## GARCINIA CAMBOGIA EXTRACT

# Burn Fat Quicker and More Efficiently

- Helps Stop Fat From Being Made †
- Suppresses Your Appetite †
- Increases Serotonin Levels For Emotional Eaters †

CLAIM YOUR FREE BOTTLE TODAY!




TELL US WHERE TO SEND YOUR BOTTLE TODAY!

First Name:

Last Name:

Address:

City:

Country:

State:

Zip Code:

Phone:

Email:

ORDER NOW

**3-in-1 Guarantee**    **FREE with your purchase**

ID Theft Protection    Purchase Guarantee    Lowest Price Guarantee

## What Is Garcinia Cambogia (HCA)?

### Why Does It Have Scientists And Media Buzzing?

The most talked about natural weight loss is finally here! A pumpkin shaped fruit that grows in Southeast Asia and India, Garcinia Cambogia is a revolutionary breakthrough!

Garcinia Cambogia contains a key ingredient HCA (Hydroxycitric Acid), which is extracted from the rind of the fruit. This is mother nature's answer to weight loss!



**GUARANTEED**

## The Benefits of Garcinia Cambogia (HCA)?

Exciting new breakthrough in natural weight loss is an ingredient that lets you lose weight without diet or exercise.

HCA extract is an acid known for many of its benefits. The increase in serotonin helps with emotional eaters get better sleep and better their moods. HCA also acts as an appetite suppressant.

Taking Pure Garcinia Cambogia helps prevent fat from being made and moves towards glycogen, which is an energy source that helps burn more fat. As the fat gets blocked from being made, you start seeing the results! By managing stress



## Why Pure Garcinia Cambogia Extract

Pure Garcinia Cambogia is carefully produced in our GMP Certified Lab without any fillers, binders or chemical additives of any kind.

The greatest part of Pure Garcinia Cambogia is it's a dual action fat buster! It prevents fat from being made and suppresses your appetite. Now you can lose weight without diet and exercise!

No more spending hours and hours at the gym exercising, and you can



EXHIBIT A

FTC000001

Pure Garcinia Cambogia

hormones called cortisol, you begin to manage your belly fat. This magic ingredient makes sense!

It's a simple solution to bust your fat!

say goodbye to shopping for expensive diet foods. Go with the solution that makes sense!



## How Does Hydroxycitric Acid (HCA) Work?



Pure Garcinia Cambogia works as a fat-burner, appetite suppressant and mood enhancer. That power combination of effects is what allows people to lose weight.

HCA inhibits citrate lyase enzyme in your body which is known to be an important catalyst in the metabolic process of converting excess carbohydrates into fat.

The natural (HCA) in Pure Garcinia Cambogia is a known appetite suppressant that reduces cravings and decreases the urge to consume calories.

Eating is affiliated with emotion. Pure Garcinia Cambogia increases your serotonin levels, which leads to better mood and sleep.

HCA also helps manage your stress hormones (cortezole), and in return you effectively attack that belly fat and see fast results!

## 100% All Natural Ingredients!



- GARCINIA CAMBOGIA EXTRACT †
- CONTAINS 60% HYDROXYCITRIC ACID †
- ALL NATURAL VEGGIE CAPSULES †
- CREATED IN A GMP CERTIFIED LAB †
- THE RECOMMENDED DOSAGE IS 500-1000 MG BEFORE EACH MEAL †

# Burn Fat Quicker and More Efficiently



EXHIBIT A

FTC000002



**CLAIM YOUR FREE BOTTLE TODAY!**  
100% Natural Pure Garcinia Cambogia Extract Capsules

**ORDER NOW!**

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Pure Garcinia Cambogia | P.O. Box 10491, Caroga Park, CA 91009 | 877-890-8758

†These statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease. Read the entire label before use.

To view the results of clinical studies, click here:



# GARCINIA **Burn Fat** CAMBOGIA Quicker and EXTRACT More Efficiently



Buy 3 months supply and

FREE SHIPPING REBATE



**SAVE \$249**

Lose up to 30 lbs and 4-6 inches of fat!

**\$27.99** each

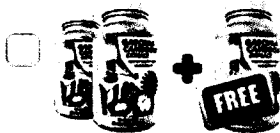
only \$1.39

**SELECT PACKAGE**

In Stock, Sell-Out Risk: HIGH

Buy 2 months supply and

FREE SHIPPING REBATE



**SAVE \$129**

Lose up to 20 pounds and 2-4 inches of fat!

**\$31.65** each

only \$94

**SELECT PACKAGE**

In Stock, Sell-Out Risk: HIGH

1 Month Supply of Garcinia Cambogia Extract

FREE SHIPPING REBATE



1 Month Supply

**FREE TRIAL**

Just pay shipping

**SELECT PACKAGE**

You must pay a shipping and handling fee of \$4.95 for us to send you a full 30 day supply of Garcinia Cambogia Extract. We ship the product the day after you place your order (except that orders placed Saturday-Sunday will be shipped the following Monday). You will have 14 days from your original order date to see if Pure GC 60 is right for you. If you are unhappy with the product at any time during those 14 days, you must call us at 877-590-5758 and cancel your order to avoid being billed for the full cost of the product. If you are satisfied with our product, then do nothing—we will bill you \$79.97 for your initial order, and every thirty days thereafter we will send you a new 30-day supply of our product, and automatically bill you the low price of \$79.97. To cancel automatic delivery and billing, call us at 877-590-5758 or email us during normal business hours: Mon - Fri, 8am - 4pm Pacific Time. Please read our terms and conditions for more details.

NOTICE

**This order qualifies for a FREE SHIPPING REBATE**

[Click for Details](#)

Sub-Total: \$0.00

Shipping: \$4.95

Total: \$4.95

## PAYMENT INFORMATION FINAL STEP

We Accept:

Use Shipping Address:

Credit Card Type:

Credit Card #:

Exp Date:

CVV2/CID:

I agree to the terms and conditions

**ORDER NOW**



**3-in-1 Guarantee**

FREE with your purchase

ID Theft Protection

Purchase Guarantee

Lowest Price Guarantee

...as a thank you for buying from us.

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Pure Garcinia Cambogia (PFCB) 10491, Cambodia, Cambodia

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Buy 3 months supply and **FREE SHIPPING REBATE**



**SAVE \$249**

Lose up to 30 lbs and 4-8 inches of fat!

**\$27.99** each  
only \$84

**SELECT PACKAGE**

In Stock, Sell Out Price: HIGH

Buy 2 months supply and **FREE SHIPPING REBATE**




**SAVE \$129**

Lose up to 20 pounds and 2-4 inches of fat!

**\$31.65** each  
only \$63

**SELECT PACKAGE**

1 Month Supply of 

**WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT!**

For a Limited Time - Check Out our **SPECIAL OFFER!**

If you are wondering why we are doing this, the simple answer is because we know once you see results, you will refer friends and family.

Don't Miss Out on this **LIMITED TIME SPECIAL OFFER!**

**OK**

### PAYMENT INFORMATION FINAL STEP

VISA  MASTERCARD

Use Billing Address

Credit Card Exp. Date

Cardholder Name

Cardholder Address

Cardholder Phone

Cardholder Email

Cardholder CVV

**NOW**

**Secure**

**NOTE**

**This order qualifies for a FREE SHIPPING REBATE**

[Click for Details](#)

Sub-Total: \$149.92

Shipping: \$0.00

Total: **\$149.92**

**Guarantee**

as a thank you for buying from us.



**WARNING:** Due to recently being featured on T.V. we cannot guarantee supply. As of Friday, September 27, 2013 we currently have product IN STOCK and ship within 24 hours of purchase.

# PURE GREEN COFFEE BEAN PLUS



Pure Green Coffee Bean Extract Capsules  
The ONLY 100% Pure Product Available!

## BURN FAT <sup>+</sup> without DIET OR EXERCISE <sup>+</sup>



- **Burn Fat <sup>+</sup>**  
START BURNING MORE FAT WITHOUT MORE EXERCISE
- **100% Natural <sup>+</sup>**  
MADE FROM PURE GREEN COFFEE BEANS
- **Maximize Results <sup>+</sup>**  
ENHANCE FAT-LOSS EFFECTS FROM DIET
- **No Side Effects <sup>+</sup>**  
PERFECTLY SAFE TO TAKE.  
NON DRUG FORMULA

**CLAIM YOUR BOTTLE TODAY!**

### Tell Us Where To Send Your Bottle Today!

First Name:

Last Name:

Address:

City:

Country:

State:

Zip Code:

Phone:

Email:

I agree to the Terms and Conditions

**ORDER NOW**

## WHAT IS GREEN COFFEE BEAN AND IS IT EFFECTIVE?

Very simply put, Green Coffee Beans are Coffee Beans that are fresh and have not been roasted; the coffee we brew has been roasted and this is why it is brown, rather than green. Coffee Beans naturally contain a compound called Chlorogenic Acid, which is the active weight loss compound in Pure Green Coffee Beans. Roasting Coffee Beans destroys the Chlorogenic Acid.



## WHY PURE GREEN COFFEE?

*Benefits* ←  
OF GREEN COFFEE BEANS

EXHIBIT B

FTC000006

**Pure Green Coffee Harnesses The Weight-Loss Effects Of The Purest Extract From Green Coffee Beans.**

When roasted at 475 degrees, coffee beans are sometimes described as rich and full-bodied. But for the full-bodied person who is not so rich, unroasted coffee beans - green as the day they were picked - may hold the key to cheap and effective weight loss, new research suggests.

In a study presented Tuesday at the American Chemical Society's spring national meeting in San Diego, 16 overweight young adults took, by turns, a low dose of green coffee bean extract, a high dose of the same green coffee supplement, and a placebo. Though the study was small, the results were striking: Subjects taking the full dose of the green coffee extract lost an average of 17.5 pounds in 22 weeks and reduced their overall body weight by 10.5%!

**HOW DOES GREEN COFFEE BEAN WORK FOR WEIGHTLOSS?**

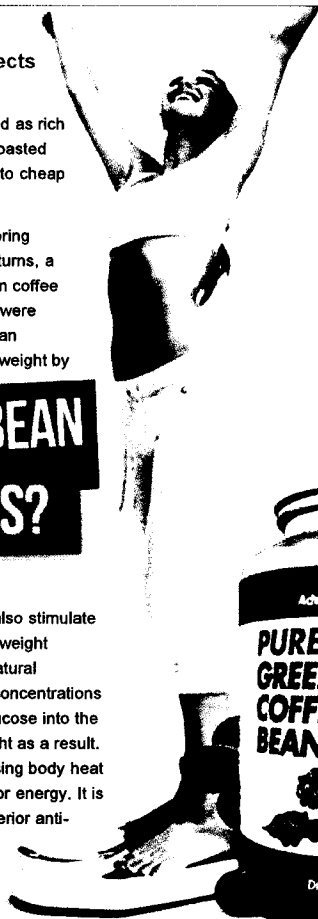
Green Coffee Beans have been shown to inhibit fat absorption and also stimulate the activation of fat metabolism in the liver, both major supporters of weight reduction. The Chlorogenic acid found in Green Coffee Beans is a natural phytochemical that is found in a wide array of plants, with very high concentrations in Green Coffee Beans. It has been found to inhibit the release of glucose into the blood, particularly after meals, and appears to help people lose weight as a result. Chlorogenic acid may also be able to induce body fat loss by increasing body heat produced, thus promoting thermogenesis, the natural burning of fat for energy. It is also believed to reduce the generation of new fat cells due to its superior anti-oxidant effects.

**GREEN COFFEE IS A POTENT, NATURAL ANTIOXIDANT THAT HELPS PROTECT THE BODY†**

**BLENDED WITH OTHER POWERFUL NATURAL FAT-BURNING INGREDIENTS.†**

**ENHANCES HEALTHY WEIGHT MANAGEMENT†**

**CAFFEINE HELPS RELEASE FATTY ACIDS FROM FAT STORED IN THE BODY.†**

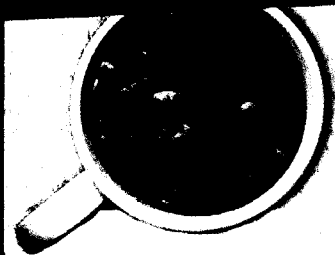


**SHED POUNDS FAST!†**

EXPERIENCE THE AMAZING BENEFITS OF GREEN COFFEE FOR YOURSELF.

**CLICK HERE NOW!**

**IN THE MEDIA**



**Experts agree!**

*Green Coffee Beans Burn Fat!*

Normally, I don't recommend "weight-loss" supplements, especially weight-loss supplements that claim "easy" weight loss or "fast" weight loss. As a nutritionist, I strongly believe that the key to weight loss is a healthy diet and exercise, but there are some incredible superfoods that can deliver an added boost. One superfood in particular, the green coffee bean, is creating major media buzz, and the research has me truly amazed.

EXHIBIT B

FTC000007

**PURE GREEN COFFEE BEAN PLUS**

**BURN FAT<sup>†</sup>**

**100% NATURALLY**

Pure Green Coffee Bean Extract Capsules

**CLICK HERE NOW!**

Advanced Weight Loss

**PURE GREEN COFFEE BEAN PLUS**

90 Capsules  
Dietary Supplement

100% NATURAL



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Pure Vitamins, LLC | PO Box 5541, Chatsworth, CA 91313 | 800-447-0775

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To view the results of clinical studies, [click here](#).

EXHIBIT B

FTC000008

# SimplePure™ Nutrition

## HCG Diet Drops



### Hottest Diet Product

- Rapidly Lose Weight
- Burns Fat

### Simple To Use Drops

- Under The Tongue
- Simple 3 x Day

### Low Daily Cost

- Affordable 1oz & 2oz Offers Available
- Money Back Guarantee



**Get Started Now**  
Today You Can Try It FREE!

Tell Us Where To Send Your Order!


2 oz. Bottle  
Reg: \$99.95 **\$79.95**

1 oz. Bottle  
Reg: \$59.95 **\$49.95**

14 Day  
Trial Offer **FREE!**

**HURRY! TRY IT FREE WHILE SUPPLIES LAST!**



**MADE IN THE USA**

**AS SEEN ON TV** \* Checkbox Required \*

### Why Are People Using Simple Pure HCG?

Without a doubt, HCG is the hottest diet supplement on the market. News that users of HCG are able to drop calorie intake to 1,000 calories (and even less!) have been reported. The buzz is all about how using HCG provides the ability to cut the calories without feeling hungry and to be able to cut calories for relatively long periods of time have been on daytime news and



### Our 30 Day Money Back Satisfaction Guarantee

Returns will be accepted without question within the first 30 days following the initial order date. Simply return the product to us and we will refund your

**TRY IT RISK FREE WITH OUR MONEY BACK GUARANTEE!** **ORDER NOW!**

used HCG HCG is overwhelming.

Dr. A.T.W. Simeons, the British physician who first discovered the weight loss benefits of HCG, points to the strategic choices of foods and specific caloric intake as crucial in order to achieve desired results. He explains that the diencephalon, that portion of the brain comprising the hypothalamus, is a highly complex biological component with a delicate equilibrium. Food selections and measurements should be followed precisely, and even the slightest deviation can sabotage the entire diet.

### What Is the Science Behind SimplePure

**EXHIBIT C**



**FTC000009**

## HCG?

In his 1954 manuscript "Pounds & Inches a New Approach to Obesity," revered endocrinologist Dr. Albert T. W. Simeons explores the causes and complexities of obesity, pointing to glandular, genetic and / or cultural imbalances. The Simeons Diet Protocol, largely based on his research and findings while studying pregnant women in India during the 1930s, consists of following a Very Low Calorie Diet (VLCD) and taking HCG, or human chorionic gonadotropin, a naturally occurring hormone produced during gestation. Dr. Simeons discovered that administering HCG while on a VLCD preserves lean muscle and burns excess fat.

SimplePure HCG effectively sends signals to the brain to release fat reserves. Your body then uses the extra fat as a primary source of energy, rather than a last resort. Consequently, following the nutritionally whole Very Low Calorie Diet in tandem with SimplePure HCG helps you achieve rapid weight loss without the normal repercussions of caloric restriction, which invariably signals starvation and sends your body into survival mode via more fat storage. SimplePure HCG triggers the hypothalamus to compensate for your caloric deficit with your extra fat reserves, effectively altering your biological set-point and allowing you to break through genetic barriers that have been preventing you from reaching your weight loss goals. In conjunction with Dr. Simeons Diet Protocol, HCG can help you:

- Rapidly lose weight
- Burn the extra fat on daily caloric needs
- Target fat loss in those hard-to-lose problem areas

## What Can I Expect from Simple Pure HCG Drops?

Individual results will vary. If you are able to reduce your calories, the average daily weight loss is typically between 1 and 2 pounds. Men may experience a more rapid weight loss, however, both men and women have reported favorable results on HCG. Additionally, the closer you are to ideal weight, the longer your weight loss will take. So, don't be discouraged if those last few pounds are the hardest to get rid of. Just stay on course and the weight will come off.

## How Much Simple Pure HCG Do I Need?

While there are no firm protocols on how much HCG is needed, Simple Pure HCG comes in liquid form and is administered orally. Simply place 7 to 10 drops directly under the tongue three times daily 15 minutes before or after eating or drinking. If you feel hungry after using Simple Pure HCG, remember that the experience is different for everyone, but it is normal to experience mild hunger for the first few days. If feelings of hunger do not subside after a few days, increase the amount of drops you take for each dose. As you continue on with the Simple Pure HCG program, creating a shift in your metabolism, you may find the diet entirely satisfies your hunger.

## Is Simple Pure HCG Safe?

Simple Pure HCG has no known contraindications or adverse side effects. However, since the Simple Pure HCG plan removes most sugars from the diet, diabetic candidates should regularly monitor insulin levels. As always, it is best to discuss any health concerns with your designated medical professional beforehand. Regarding your daily calorie intake, remember that you did not gain your excess weight in a month. We do not recommend dropping below 1,000 calories a day. You do not need to go that low in order to lose your weight. Just drop your calories to the level you are comfortable and let nature take its course. It goes without saying that a little exercise wouldn't hurt your diet and health plan! It has been our experience that just adding additional, simple activities to your schedule can improve your weight loss program, your health and mental well-being.



## Frequently Asked Questions

[Why the Strict Program?](#)

[What is the hypothalamus?](#)

[How do I take SimplePure HCG?](#)

[What is the duration of the program?](#)

[How is SimplePure HCG manufactured?](#)

[How do I keep the weight off?](#)

[Calculating Your Progress...](#)

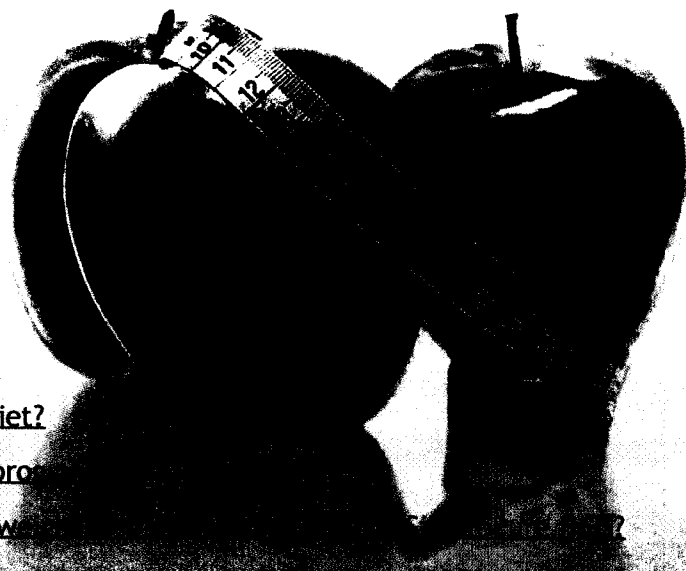
[What Is the Science Behind SimplePure HCG?](#)

[Will I experience hunger on the Very Low Calorie diet?](#)

[Am I a suitable candidate for the SimplePure HCG program?](#)

[Wouldn't the Very Low Calorie Diet already create weight loss?](#)

[Are there any contraindications or adverse side effects associated with SimplePure HCG?](#)



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This product is not intended to diagnose, treat, cure, or prevent any disease.



JK080311





# Raspberry Ketone & Green Coffee Bean Super Concentrated Double Fat Burning†



HOME HOW IT WORKS INGREDIENTS FAQS CUSTOMER CARE

## EXTREME WEIGHT LOSS!

Green Coffee Bean Extract

- ✓ Green Tea Leaf Extract
- ✓ Cinnamon Bark Extract
- ✓ Elderberry Extract
- ✓ Raspberry Ketone



**BUY 1,**

**FREE!**



**\$29<sup>95</sup>**  
Per Bottle  
Total Offer: \$59.90  
Plus \$9.99 Shipping  
Total Savings: \$69.90

**SEND MY ORDER NOW!**

**BUY 2,**

**FREE!**

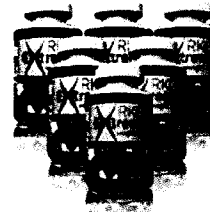


**\$24<sup>95</sup>**  
Per Bottle  
Total Offer: \$99.80  
Plus \$12.99 Shipping  
Total Savings: \$99.80

**SEND MY ORDER NOW!**

**BUY 3,**

**FREE!**



**\$19<sup>98</sup>**  
Per Bottle  
Total Offer: \$119.90  
Plus \$14.99 Shipping  
Total Savings: \$119.90

**SEND MY ORDER NOW!**

## The Green Coffee Bean That Burns Fat Fast

By Lindsey Duncan, ND, CN

Normally, I don't recommend "weight-loss" supplements, especially weight-loss supplements that claim "easy" weight loss or "fast" weight loss. As a nutritionist, I strongly believe that the key to weight loss is a healthy diet and exercise, but there are some incredible superfoods that can deliver an added boost. One superfood in particular, the green coffee bean, is creating major media buzz, and the research has me truly amazed.

What has me and the scientific community so excited about green coffee bean extract is that people don't have to do anything different when taking this food supplement. They don't need to exercise, and they don't need to diet; they just appear to lose pounds fast.

Let's cut to the chase: The most recent study on green coffee bean published in the Diabetes, Metabolic Syndrome and Obesity journal followed a group of 16 adults who supplemented with green coffee bean for only 12 weeks. Over the course of the study, the subjects lost an average of 17 pounds each – this was 10.5%

**EXHIBIT D**

**FTC000012**



of their overall body weight and 16% of their overall body fat! There were no side effects reported. This is very exciting information and one reason why I think that green coffee bean could be an effective weapon against the obesity epidemic in our country.

The key to this incredible weight loss is not attributed to the caffeine. The green coffee bean supplement has only around 20 mg of caffeine per serving, whereas your daily cup of coffee has over 100 mg, (and your "venti drip" has as much as 400 mg). Green coffee bean is not a stimulant; it doesn't make you jittery and nervous and raise your heart rate like roasted coffee or ephedra. In fact, the green coffee bean has actually shown in some studies to help lower blood pressure – while still boosting metabolism.

The key ingredient in the green coffee bean is a very important natural active compound called chlorogenic acid. Chlorogenic acid works by inhibiting the release of glucose in the body, while at the same time boosting the metabolism or the "burning" of fat in the liver. These two mechanisms work together to inhibit the absorption of fat and eliminate weight gain.

You may be wondering if you can get the same effects from the coffee you drink with breakfast in the morning – and the truth is that you can't. When you roast coffee beans, you remove the chlorogenic acid. Green coffee beans are unroasted, have little aroma and are extremely bitter – because they contain over 50% chlorogenic acid. Remember, as I've always said, when it comes to your health, "Bitter is better."

Because the green coffee bean is so bitter, I recommend taking it in capsule form. I suggest finding 400 mg pure green coffee bean capsules online – make sure it they are pure and contain absolutely no fillers or binders! Take two capsules about 30 minutes before meals; I recommend taking them two or three times per day with a full glass of water for the best results. And remember that combining green coffee bean with a healthy diet and exercise can improve your results!

[HOME](#)
[HOW IT WORKS](#)
[INGREDIENTS](#)
[FAQS](#)
[CUSTOMER CARE](#)

Disclaimer: The products and statements provided by Pure Vitamins regarding RKG Extreme have not been evaluated by the FDA and are not intended to diagnose, treat, or cure any illness or to provide medical advice. Our products are produced in FDA approved and regulated facilities. The opinions on this website are based on literature and research by a variety of medical doctors, chiropractors, naturopathic physicians, biochemists, and other professional researchers. Results will vary for everyone. Please seek the advice of a qualified health care professional before starting any exercise or weight loss program.

**EXHIBIT D**
**FTC000013**



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† Results not typical, Individual results may vary.  
For maximum Weight Loss use in conjunction with a Low Calorie Diet and Exercise.

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JK101212



## Raspberry Ketone & Green Coffee Bean Super Concentrated Double Fat Burning†



HOME

HOW IT WORKS

INGREDIENTS

FAQS

CUSTOMER CARE

# RKG EXTREME QUESTIONS

### What Is RKG Extreme?

RKG Extreme is a revolutionary new weight loss system – combining the incredible fat-burning components of Green Coffee Bean and Raspberry Ketone. Both organic compounds have been endorsed by America's most trusted Doctors, who've referred to them as miracle fat burning supplements. RKG Extreme packs the biggest punch against excess fat and will change the way you approach weight loss forever.

### How Does RKG Extreme Boost Weight Loss?

Our proprietary blend combines the two major weight loss contenders, Green Coffee Bean extract and Raspberry Ketone, tackling the weight loss dilemma from all angles to establish an entirely failsafe method for shedding those unwanted pounds. Both Raspberry Ketone and Green Coffee Bean extract work to increase metabolism, regulate blood glucose levels and inhibit the production of insulin. Raspberry ketone contains the protein hormone adiponectin, which boosts metabolism and reduces body fat percentage. Green Coffee Bean is rich in chlorogenic acid, a natural substance that maximizes metabolic function, hinders fat absorption and prevents weight gain.

The result? With RKG Extreme, you're fully locked and loaded, ready to blast off those pesky pounds and chisel your way to a more slender and sexier you!

### Can RKG Extreme Do Anything Else for Me?

In addition to regulating blood sugar, burning fat and preventing weight gain, RKG Extreme has shown to reduce hunger and increase energy. Many have reported feeling more alert and better equipped to take on the day, as well as satisfying hunger more easily and feeling fuller longer. Oh, and let's not forget the huge boost in confidence!

### Can't I Just Drink Coffee and Eat Raspberries?

Without the right supplementation, you'll be embarking on an expensive, time-consuming and rather disappointing journey. In order to get the level of Ketones needed to create the desired weight loss effect, each day one would need to consume as much as 90 lbs. of raspberries, or over 21,600 calories per day!!! For that reason, supplementation is a much more sensible and more efficient way to go.

Turning to your favorite cup of Joe isn't the answer, either. In order to reap the fat loss benefits of Green Coffee Beans, they must be 100 percent raw and unrefined. Coffee beans need to be roasted at 475 degrees Fahrenheit before brewing. While chlorogenic acid levels are abundant in Green Coffee Beans, the roasting process rids the beans of most, if not all of their secret fat-busting ingredients.

### How Do I Take RKG Extreme?

Just 1 tablet, 3 times per day, 30 minutes before each meal with a full glass of water is all it takes to enjoy the fat burning benefits of RKG Extreme.

### Is RKG Extreme Safe?

RKG Extreme is 100 percent natural, unrefined and additive-free. While completely safe, we always recommend consulting with your primary health care professional before taking this or any other supplement, herbal remedy, vitamin or medication.

### Is RKG FDA Approved?

RKG is produced here in the United States in an FDA approved facility, strictly following the cGMP (current good manufacturing practices) in place

BUY 1,

FREE!

**\$29<sup>95</sup>**  
Per Bottle

Total Offer: **\$59.90**  
Plus **\$9.99** Shipping  
Total Savings: **\$59.99**



SEND MY ORDER NOW!

BUY 2,

FREE!

**\$24<sup>95</sup>**  
Per Bottle

Total Offer: **\$99.80**  
Plus **\$12.99** Shipping  
Total Savings: **\$99.80**



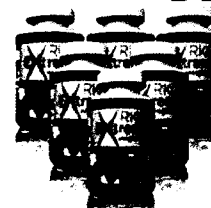
SEND MY ORDER NOW!

BUY 3,

FREE!

**\$19<sup>98</sup>**  
Per Bottle

Total Offer: **\$119.90**  
Plus **\$14.99** Shipping  
Total Savings: **\$119.90**



SEND MY ORDER NOW!

EXHIBIT D

FTC000015

mandated by the United States Food and Drug Administration. Although the FDA does not “approve” natural supplements (as it does with prescription medicine), RKG comes as close as you can get.

#### Does RKG Extreme Produce Any Side Effects?

RKG Extreme has no reported side effects, nor do we expect any. This is a completely organic compound that reacts naturally with the body.

#### When Will I See Results?

Individual results will vary, however, many people report increased energy and reduced appetite right away. Weight loss can occur rapidly, as well. Results can be increased substantially by adopting a healthy lifestyle that favors nutritious eating habits and regular exercise.

[HOME](#)
[HOW IT WORKS](#)
[INGREDIENTS](#)
[FAQS](#)
[CUSTOMER CARE](#)


Disclaimer: The products and statements provided by Pure Vitamins regarding RKG Extreme have not been evaluated by the FDA and are not intended to diagnose, treat, or cure any illness or to provide medical advice. Our products are produced in FDA approved and regulated facilities. The opinions on this website are based on literature and research by a variety of medical doctors, chiropractors, naturopathic physicians, biochemists, and other professional researchers. Results will vary for everyone. Please seek the advice of a qualified health care professional before starting any exercise or weight loss program.

[Terms & Conditions](#) | [Privacy Policy](#)

This website is not affiliated in any way with Dr. Oz.  
Dr. Oz does not endorse or approve of any product on this website.

† Results not typical, Individual results may vary.  
For maximum Weight Loss use in conjunction with a Low Calorie Diet and Exercise.

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This site is operated by Pure Vitamins  
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JK101212

**BRIGHT Super C**

**COMPARE TO BOTOX!**  
INJECTION-FREE SOLUTION FOR YOUNGER SKIN

**AMAZING NEW PRODUCT**  
MAKES WRINKLES DISAPPEAR!

- Decrease Wrinkles & Fine Lines
- Increase of Collagen Production
- Decrease in Appearance of Dark Circles

**100% SATISFACTION GUARANTEED**

**HURRY! ONLY WHILE SUPPLIES LAST!**

**AMAZINGLY FAST RESULTS!**

**TELL US WHERE TO SEND YOUR TRIAL TODAY!**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Country: United States (US)  
(US)

State: Select State

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

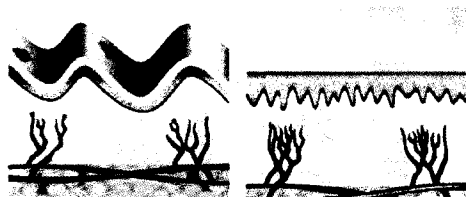
I agree to the Terms and Conditions

**ONLINE EXCLUSIVE LIMITED SUPPLY**

### How Does Bright Skin Super C Work?

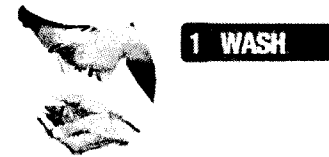
Reverses the aging process at the cellular level. Proprietary Bisophere combined with QuSome delivery allow for a molecule to be heavier and in the shape of a sphere to make deeper penetration to the lower levels of the skin.

The walls of the penetrating Biofil spheres are made up of natural wheat protein. This allows for a more sustained release of nutrients, and the wheat acts like a sponge that captures trans-epidermal water loss, resulting in wrinkle reduction.



- 1** Intelligent ingredients enter the skin.
- 2** Intelligent ingredients reduce the appearance of fine lines and wrinkles

### 3 Steps to Youthful Skin



BEFORE

AFTER

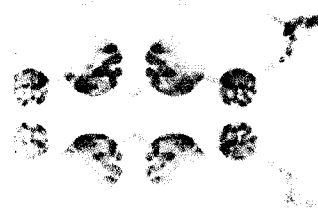
## Bright Skin Super C Scientific Results!

In a recent study covering the affects of key skin care ingredients contained in BrightSkin Super C, it was found that after 8 weeks and twice a day application several hundred women saw dramatic visible anti-aging results.

Decrease Wrinkles & Fine Lines

Increase of Collagen Production

Decrease in Appearance of Dark Circles



3 ENJOY

*"It Feels Like a Mini Facelift"*

**LOOK UP TO 10 YEARS YOUNGER!**

## Bright Skin Super C Scientific Results!

### Diminishes Wrinkles

Patented Matrixyl 3000 triggers fibroblasts to product collagen and important connective tissue, resulting in diminished wrinkle size, noticeable skin lifting, and overall plumping effect for less sagging skin.

### Dramatic Skin Repair

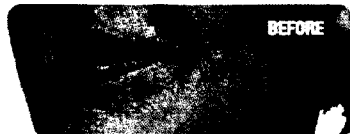
Coenzyme Q10, which diminishes with age, supports the skin's DNA repair. Working with vitamins A, C, and E and alpha lipoic acid-all antioxidants found in BrightSkin Super C - the benefits of CoQ10 are enhanced.

### Traps Moisture

Ceramide-2, vital in the lipid (fatty) layer of the skin to capture and bind moisture, diminishes by 40% as we age. Found only in expensive creams, Ceramide-2 is included in sufficient quantities in BrightSkin Super C to keep the skin smooth, supple, youthful and resilient.

### Counters the Aging effect of stress

Beta Glucan, one of the best topical immune boosters, improves the skin's immunity and prevents the damaging effects of free radicals and emotional stress, eliminating accumulated debris that makes skin drab, dull, and discolored.



*Finally!  
An Anti-Aging Cream  
That Truly Works!*



# Amazing Skincare Technology

BrightSkin Super C contains the advanced scientifically proven and patented ingredient Matrixyl 3000. It is a face firming peptide shown to reduce the appearance of fine line and wrinkles. BrightSkin Super C is may work in just minutes! BrightSkin Super C is perfect for immediate relief of problem dry skin, itching, peeling and cracking, and help maintain skin suppleness and elasticity.



**GET STARTED TODAY!**



**INJECTION-FREE SOLUTION**  
FOR YOUNGER AND BRIGHTER LOOKING SKIN

**BRIGHT Super C**

**NO LASER**  
THAT CAN BE HARMFUL TO YOUR SKIN

**COMPARE TO BOTOX!**  
INJECTION-FREE SOLUTION FOR YOUNGER SKIN

**AMAZING NEW PRODUCT**  
MAKES WRINKLES DISAPPEAR!



EXHIBIT E

FTC000019



**HURRY! ONLY WHILE SUPPLIES LAST! TRIALS ARE VERY LIMITED!**

Copyright © 2012 - 2014 Privacy Policy | Terms & Condition | Customer Service

Pure Vitamins, LLC | 16000 Ventura Blvd., #1102 Encino, CA 91436 | 1 (888) 708-3242

†These statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease. Read the entire label before use.

**EXHIBIT E**

**FTC000020**



WHERE SHOULD WE SEND YOUR  
**BLACK BULL**  
BOTTLE TODAY?

First Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Country: **United States (US)** ▼  
 State: **Select State** ▼  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**RUSH MY TRIAL**

# THE THINNER!

- HELPS GENERATE STRONGER ERECTIONS
- HELPS IMPROVE SEXUAL STAMINA AND ENDURANCE
- HELPS INCREASE DESIRE, AROUSAL AND EXCITEMENT
- HELPS REDUCE RECOVERY TIME BETWEEN SEXUAL INTERVALS

**ACT NOW TO CLAIM YOUR BOTTLE**

**3-in-1 Guarantee** FREE with your purchase  
 ID Theft Protection • Purchase Guarantee • Lowest Price Guarantee



- Black Bull is an industry first developed by a team of medical professionals with fitness backgrounds.
- Black Bull is a proprietary blend of 100% natural ingredients that are the best known in the industry for male sexual and physical health.
- Contains 100% natural ingredients with no stimulants.
- No side effects whatsoever.
- Does not contain any hormones, poisons or illegal substances.



**UNLEASH THE THUNDER!**

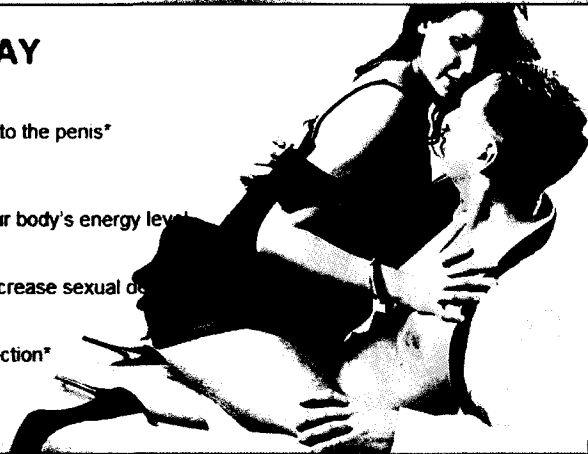


**If you think you have had the best sex in your life, then you don't know Bull.**

Black Bull is a revolutionary male enhancement product that is unlike any other. This is the chief contender for those who want an optimum sexual life, turning good sex into great sex. Formulated using our revolutionary Black Tablet technology, each Black Bull pill is comprised of a proprietary blend of all-natural, carefully selected compounds and amino acids that increase nitric oxide levels in the body, thereby boosting blood flow and performance. Black Bull combines L-Carnitine and Taurine, two powerhouse ingredients that will help maximize your Strength, Stamina and Performance with an increased sexual appetite and bigger, longer-lasting and more powerful erections.

**THROUGH REGULAR USE, YOU MAY ACHIEVE:**

- **Firmer, harder erections through increased blood flow to the penis\***
- **Longer-lasting staying power\***
- **Pumped-up vitality and stamina in bed by boosting your body's energy levels for performances that last\***
- **Increased sexual appetite: Restores sexual libido to increase sexual desire and achieve firmer erections\***
- **Improved health of sexual organs and overall body function\***
- **More energy, strength and stamina every day\***



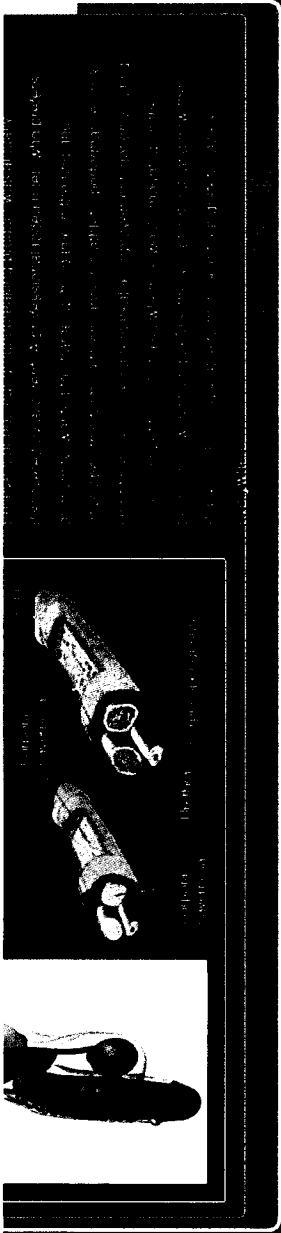
**Internal Structure of the Penis**



BEFORE USING BLACKBULL

AFTER USING BLACKBULL

**SIDE EFFECT WARNING!!**  
MAY CAUSE BOW LEGGEDNESS IN PARTNER.



# THE THUNDER!

Leave Her Wanting More

**ACT NOW TO CLAIM YOUR BOTTLE OF BLACKBULL**

**HURRY! SUPPLIES ARE VERY LIMITED!**

**RUSH MY TRIAL**



# THE THUNDER!



Product Price



**Black Bull**  
Month Supply

\$0.00

**Sub-Total:**  
**Shipping & Handling:**  
**Sub-Total:**

Please allow 5-7 days for delivery

**ACT NOW! COMPLETE YOUR ORDER!**

You must pay a shipping and processing fee of \$4.95 for us to send you a full 30 day supply of Black Bull. We ship the product the day after you place your order (except that orders placed Saturday Sunday will be shipped the following Monday). You will have 14 days from your original order date to see if Black Bull is right for you. If you are unhappy with the product at any time during those 14 days, you must call us at 1 (877) 587-7743 and cancel your order to avoid being billed for the full cost of the product. If you are satisfied with our product, then do nothing-we will bill you \$ for your initial order, and every thirty days thereafter we will send you a new 30-day supply of our product, and automatically bill you the low price of \$ + shipping of \$4.95. To cancel automatic delivery and billing, call us at 1 (877) 587-7743 or email us during normal business hours: Please read our terms and conditions for more details.



## FINAL STEP PAYMENT INFORMATION

100% MONEY BACK GUARANTEE

We Accept Credit and Debit Cards



Use Shipping Address:

Credit Card Type:

Credit Card #:

Exp Date:

CVV2/CID:

You are over 18 and agree to the T&Cs

**RUSH MY TRIAL**

This is a 128-Bit Secure SSL Connection

Copyright © 2014

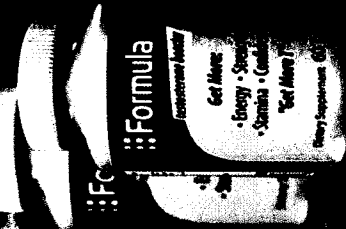
As a part of our privacy management, we use cookies.

All the information you provide is kept confidential and secure. We will never give your information to a third party without your consent. We will never give your information to a third party without your consent.

By clicking on the "RUSH MY TRIAL" button, you agree to the terms and conditions of our trial program. We will bill you for the trial program. We will bill you for the trial program.

Our trial program is a 30-day trial program. We will bill you for the trial program. We will bill you for the trial program. We will bill you for the trial program.

# INCREASE YOUR TESTOSTERONE LEVELS



As we age, we produce less Testosterone but healthy Testosterone can help with:

- Increased Muscle Strength
- Increased Energy & Vitality
- Stronger Erections & Libido

REGULAR PRICE - \$49.97

**BUY NOW FOR ONLY**

FREE SHIPPING

**ORDER NOW!**

Only secure content is displayed. What's the risk?

Show all content





# BIGGER FIRMER ERECTIONS

Do you want the ultimate in male performance? If you want the hardest, longest, and most powerful erection, then you need the ultimate in male performance. **BIGGER FIRMER ERECTIONS** is the ultimate in male performance. It's the only male performance supplement that works.

**HARDER Erections,**

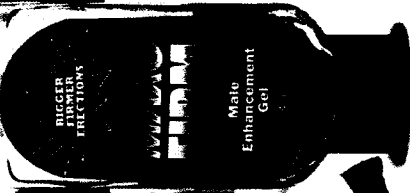
**Increased SENSITIVITY,**

**MORE INTENSE Orgasms,**

**REGULAR PRICE: \$49.97**

**BUY NOW \$19.94**  
**FOR ONLY** **FREE SHIPPING**

**ORDER NOW!**



No Thanks,  
continue with my order...



**THANK YOU FOR YOUR ORDER**


Your product will be mailed within the next 48 hours, please look for it within the next 4-5 business days. You will also receive a confirmation email.




**NOTICE** This order qualifies for a **FREE SHIPPING REBATE** [CLICK HERE](#)

EXHIBIT F

FTC000027

**Here's your FREE buySAFE Guarantee**  
You just received at no cost:

 **3-in-1 Guarantee**  
 Guarantee #: 09CRT 012140-00004377  
 Provided by: Unleash The Thunder

-  **Identity Theft Protection**
-  **Purchase Guarantee**
-  **Lowest Price Guarantee**

Retain your order receipt and **print** this Guarantee for your records.  
Please visit [www.buysafe.com](http://www.buysafe.com) to learn more or claim your benefits.

**Instant Feedback**

Please tell us what you think!

Did the free 3-in-1 Guarantee help you feel more confident in your purchase?  Yes  No

Does the Guarantee make you more likely to shop at this store again?  Yes  No

Please **send an email** to thank Unleash The Thunder for providing these free benefits!



**Subject:** Pure Garcinia Cambogia Order Confirmation #342946  
**From:** support@puregc60.com  
**To:** [REDACTED]  
**Date:** 11/25/13 01:03 PM

## Order Confirmation

**Order Number:** 342946

**Ordered On:** 11/25/2013 01:02pm



**Charges will appear on your credit card statement as**

**8666304396PUREVITA.**

Congratulations on taking advantage of Pure Garcinia Cambogia w/ 60% HCA.

Please print a copy of this email receipt for your records. The shipping charge you have authorized today will appear on your credit card statement as 8666304396PUREVITA.

**\*\*\* NOTICE: This order qualifies for a FREE SHIPPING REBATE! \*\*\* [Click Here](#)**

Customer Service can be reached at 1-866-630-4396

Bill to



Ship to



**Items in Your Order**

**Pure Garcinia Cambogia (Trial Month Supply)**

**Order Total: \$4.95**

# LOSE WEIGHT GET PAID

**RKG Extreme is paying you by the pound!**

SimplePure Nutrition is looking for participants in their ground breaking "Pay per pound" program featuring the popular green coffee bean extract. The bean made national news recently with the scientific discovery that it triggers weight loss and improves cardio health!

## GET PAID TO LOSE WEIGHT AND BOOST ENERGY

SimplePure is excited to release their powerful new green coffee bean extract but they need your help! The Pay Per Pound program, designed to generate testimonials, is simple. Lose weight with RKG Extreme and get paid \$5 per pound of weight loss. So if you or anyone you know needs to lose excess body fat, call now to secure a spot. Only the first 100 eligible callers will be accepted. Participants must be 18 years or older to qualify.

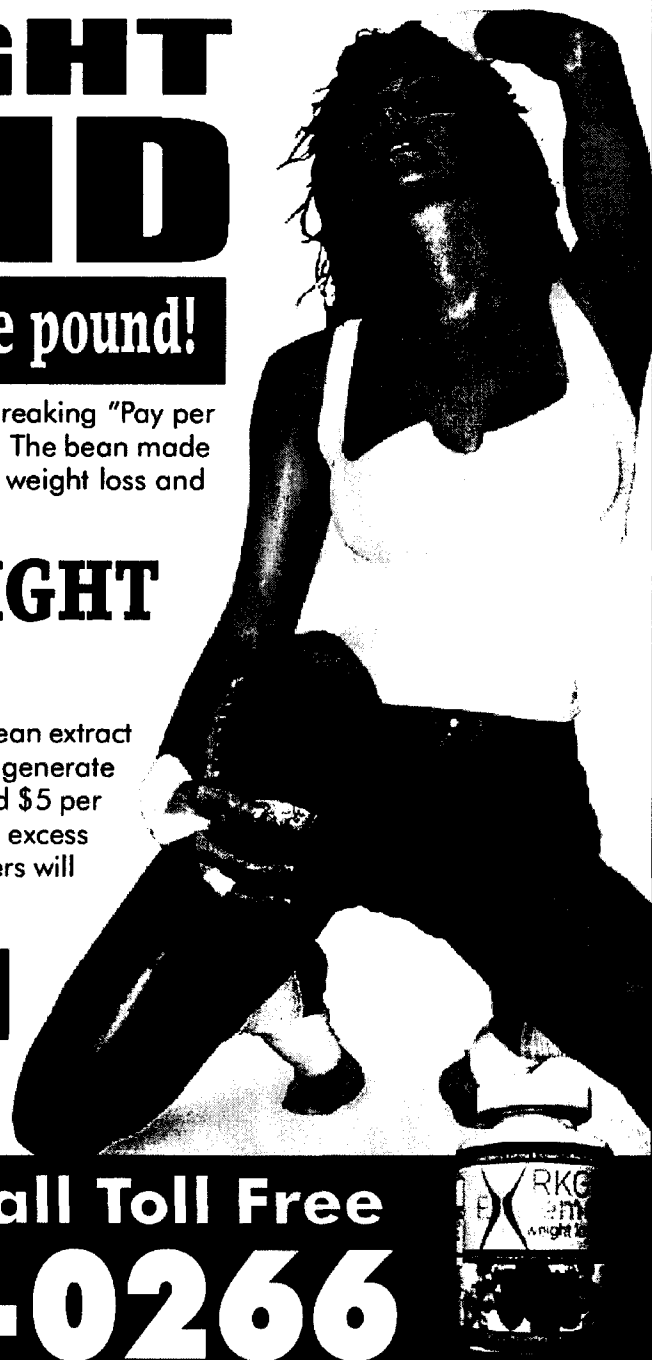
### Extreme Results with RKG

- Increased Metabolism
- Natural Energy Boost
- Suppressed Appetite
- Rapid Weight Loss

For More Information Call Toll Free

# 1-888-407-0266

Please consult with your physician before taking any nutritional supplements. If you are on any medications, check with your doctor regarding dosage adjustments. Individual results may vary. These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.



# get paid to lose weight

Are you struggling to lose weight? Would you like to get paid to do it? With the recent clinical studies of the green coffee bean showing an average of 17lbs of weight loss without diet and exercise, we are excited to introduce our advanced new formula, RKG Extreme. By combining green coffee bean extract with raspberry ketones, we've designed a dual action fat burning formula that not only speeds up weight loss but prevents fat absorption so when you take it off and keep it off!

## The Green Coffee Bean Challenge

If you are trying to lose weight and would like to earn \$5 for every pound you lose with RKG, please call the 24 hour toll free hotline to register. Space is limited so call now to secure your spot!

### Get Paid, Lose Weight!

- Increased metabolism
- Effective appetite suppressant
- Sustained energy throughout the day, no crashing!
- Rids the body of excess toxins and fatty acids

**Get Started Today!**  
1-800-593-5719

**Earn \$5.00 Per Pound Lost**

Please consult your physician before using any natural supplement. If you are on any medications, check with your doctor regarding possible interactions. Individual results may vary. These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

Published on Monday, July 22, 2013

This Non-Prescription Drugs ad in Kansas City may contain time-sensitive information and offers. Please check with RKG Extreme to confirm availability.

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

FILED  
 ENTERED  
 RECEIVED  
 SERVED ON  
**COUNSEL/PARTIES OF RECORD**  

**OCT - 7 2014**

**CLERK U.S. DISTRICT COURT  
DISTRICT OF NEVADA**  
 DEPUTY

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the rules of procedure provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 Federal Trade Commission

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
 Shameka L. Walker and Danielle Estrada, Federal Trade Commission,  
 600 Pennsylvania Ave., NW, Mail drop CC-8528, Washington, D.C.  
 20580; 202-326-2570 (Walker); 202-326-2630 (Estrada)

**DEFENDANTS**  
 Health Formulas, LLC, et al.

County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

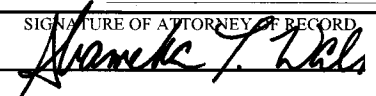
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 15 U.S.C. §§ 53(b) and 57b, 15 U.S.C. § 1693o(c), 15 U.S.C. § 8404, and 15 U.S.C. §§ 6101-6108

Brief description of cause:  
 Violations of Section 5(a) and 12 of the FTC Act, the EFTA, the ROSCA, and the TSR

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:     Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: October 7, 2014

SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY:    RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_