UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

ROCA LABS, INC., a corporation;

ROCA LABS NUTRACEUTICAL USA, INC., a corporation;

MUST CURE OBESITY, CO., a corporation;

JURAVIN, INCORPORATED, a corporation;

ZERO CALORIE LABS, INC., a corporation;

DON JURAVIN, individually and as an officer of Roca Labs, Inc., Roca Labs Nutraceutical USA, Inc., Must Cure Obesity, Co, and Juravin, Incorporated; and

GEORGE C. WHITING, individually and as an officer of Roca Labs, Inc., Roca Labs Nutraceutical USA, Inc., and Zero Calorie Labs, Inc.

Defendants.

Case No. 8:15-cv-02231-MSS-TBM

FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

INJUNCTIVE RELIEF SOUGHT

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

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to obtain 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 Defendants' acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, in connection with Defendants' deceptive and unfair advertising, marketing, and sale of

weight-loss products. Defendants represent that ingesting these products will substantially limit a user's stomach capacity and cause dramatic weight loss, and that this effect is scientifically proven to have a ninety-percent success rate. Defendants offer to pay purchasers to provide "success story" testimonial videos claiming significant weight loss, and use webpages that masquerade as independent information sources to tout their products. Defendants deceptively fail to disclose the material connections between them and these sources. Defendants also unfairly use non-disparagement, or "gag," clauses in their sales contracts, and sue, or threaten to sue, purchasers for breach of contract if they complain or threaten to complain to third parties, such as the Better Business Bureau, or post negative comments about the Defendants or their products on internet websites, including for truthful or non-defamatory negative comments.

JURISDICTION AND VENUE

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

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

PLAINTIFF

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

5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A).

DEFENDANTS

6. **Defendant Roca Labs, Inc.** ("RLI") is a corporation with an office or place of business at 7261A, Tamiami Trail S, Sarasota, Florida 34231. RLI also uses the mailing address PO Box 5309, Sarasota, Florida 34277 in conducting business. At times relevant to this Complaint, RLI has advertised, marketed, promoted, and sold dietary supplements and food products, including, from approximately 2009 through the present, the Roca Labs "Formula" and the Roca Labs "Anti-Cravings" powder, to consumers throughout the United States. RLI has sold the Roca Labs "Formula," and "Anti-Cravings" powder directly to consumers via the internet, including through websites accessible at the domains RocaLabs.com, Mini-Gastric-Bypass.me, and GastricBypassNoSurgery.com. RLI owns, or has owned, various federally registered trademarks, including ROCA LABS, used by the Defendants in connection with the advertising, marketing, promotion, and sale of their dietary supplements and food products. RLI transacts or has transacted business in this district and throughout the United States.

7. **Defendant Roca Labs Nutraceutical USA, Inc.** ("RLNU") is a corporation with an office or place of business at 7261A, Tamiami Trail S, Sarasota, Florida 34231. RLNU also uses the mailing address PO Box 5309, Sarasota, Florida 34277 in conducting business. From approximately 2013 through the present, RLNU has advertised, marketed, promoted and sold dietary supplements and food products, including the Roca Labs "Formula" and "Anti-Cravings" powder to consumers throughout the United States. RLNU has sold the Roca Labs "Formula" and "Anti-Cravings" powder directly to consumers via the internet, including through websites accessible at the domains RocaLabs.com, Mini-Gastric-Bypass.me, and GastricBypassNoSurgery.com. RLNU transacts or has transacted business in this district and throughout the United States.

8. **Defendant Must Cure Obesity, Co.** ("MCO") is a corporation with an office or place of business at 7259 S. Tamiami, Sarasota, Florida 34231. At times relevant to this complaint, including in 2015, MCO has advertised, marketed, and promoted dietary

supplements and food products, including the Roca Labs "Formula" and "Anti-Cravings" powder, to consumers throughout the United States, has accepted consumer payments to the Defendants for such products, and paid operational expenses on behalf of the Defendants in connection with the advertising, marketing, promotion, and sale of such products.

9. **Defendant Juravin, Incorporated** ("JI") is a corporation with an office or place of business at 4136 Roberts Point Circle, Sarasota, Florida 34242. JI owns various federally registered trademarks, including GASTRIC BYPASS NO SURGERY and GASTRIC BYPASS ALTERNATIVE, used by the Defendants in connection with the advertising, marketing, promotion, and sale of their dietary supplements and food products. At times relevant to this complaint, including 2014-2015, JI has advertised, marketed, and promoted dietary supplements and food products, including the Roca Labs "Formula" and "Anti-Cravings" powder, to consumers throughout the United States, and paid operational expenses on behalf of the Defendants in connection with the advertising, marketing, promotion, and sale of such products.

10. **Defendant Zero Calorie Labs, Inc.** ("ZCL") is a corporation with an office or place of business at 5849 Lynn Lake Drive South, St. Petersburg, Florida 33712. ZCL has paid personnel to perform services on behalf of RLI and Don Juravin. At times relevant to this complaint, including 2011-2013, ZCL has advertised, marketed, and promoted dietary supplements and food products, including the Roca Labs "Formula" and "Anti-Cravings" powder, to consumers throughout the United States, and paid operational expenses on behalf of the Defendants in connection with the advertising, marketing, promotion, and sale of such products.

11. **Defendant Don Juravin** ("Juravin") (also known as Don Adi Juravin and Don Karl Juravin) has owned and has served, during times relevant to this Complaint, as President of RLNU, has been an owner of and "Vice President and Director of Marketing" for RLI, has owned and served as President, Secretary, Treasurer, and Director of both MCO and JI, and has served as a "representative" of ZCL. From 2009 through the present, Juravin

has exercised authority and control over RLNU, RLI, MCO, JI, and ZCL's advertising, marketing, promotion, and sales of dietary supplements and food products, including the Roca Labs "Formula" and "Anti-Cravings" powder, to consumers throughout the United States. Juravin has engaged in business activities on behalf of RLI, RLNU, MCO, JI, and ZCL, including corporate and administrative work, and some distribution of Roca Labs products to consumers, from his personal residence in this district. From 2009 through the present, acting alone or in concert with others, Juravin has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Juravin transacts and, in connection with the matters alleged herein, has transacted business in this district and throughout the United States.

12. **Defendant George C. Whiting** ("Whiting") (also known as "Dr. George Whiting" and "George C. Whiting, Ph.D.") has served as President, Secretary, Treasurer, and Director of RLI. Whiting has served as President, Secretary, Treasurer, and Director of RLNU since approximately December 2014. From 2009 through the present, Whiting has exercised authority and control over RLI. At times relevant to this Complaint, Whiting has engaged in business activities on behalf of RLI, including corporate and administrative work, from his personal residence in this district. From 2009 through the present, acting alone or in concert with others, Whiting has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Whiting has also, at times relevant to this Complaint, served as President, Secretary, Treasurer, and Director of ZCL. Whiting transacts and, in connection with the matters alleged herein, has transacted business in this district and throughout the United States.

13. Defendants RLI, RLNU, MCO, JI, and ZCL have operated as a common enterprise while engaging in the deceptive acts and practices alleged below. These defendants have conducted the business practices described below through interrelated companies that have common control, officers, business functions, employees, and office locations. Because these defendants have operated as a common enterprise, each of them is

jointly and severally liable for the acts and practices alleged below. Defendants Juravin and Whiting have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of RLI, RLNU, MCO, JI, and ZCL that constitute the common enterprise.

COMMERCE

14. At all times material to this Complaint, Defendants RLI, RLNU, MCO, JI, ZCL, Juravin, and Whiting (collectively, "Defendants") have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

Defendants' Products

15. Defendants have advertised, marketed, promoted, offered for sale, sold, and distributed weight-loss products since at least 2009. These products have included Roca Labs "Formula" – which Defendants sometimes refer to as the "Mixture," or "Silica" – ("Roca Labs Formula") and Roca Labs "Anti-Cravings" ("Roca Labs Anti-Cravings"). The products are powders that Defendants suggest users mix with water or some other beverage and then drink. Defendants also suggest that users eat Roca Labs Formula as a gel. Defendants often market their weight-loss products to consumers who wish to lose a significant amount of weight (fifty or more pounds), and tout it as a safe and cost- effective alternative to gastric bypass surgery to achieve substantial weight loss and combat obesity.

16. Defendants list the Roca Labs Formula ingredients as "Beta Glucan, Guar Gum, Xanthan Gum, Konjac, Inulin, Natural Color, Sucralose, Vitamin C, B6, B12, Fruit Flavor." Defendants have displayed the label and described the Roca Labs Formula on their RocaLabs.com website as a "proprietary combination" of ingredients, including "quantitatively-strong, natural galactomannan and glucomannans ingredients, which are highly effective substances."

17. Defendants list the Roca Labs Anti-Cravings ingredients as Beta Glucan and Fibersol®-2, and state: "FDA approved Beta Glucan helps lower cholesterol and blood pressure as part of a healthy diet for the heart. Used by Roca Labs to balance blood sugar levels and decrease desire for snacking. [C]ontrol your cravings for dramatic weight loss."

18. Defendants sell the Roca Labs products for at least $480 for a 3-4 months' supply. Defendants' revenues since 2010 are at least $20 million.

Defendants' Marketing and Product Claims

19. Defendants have advertised, marketed, and promoted their products, including Roca Labs Formula and Roca Labs Anti-Cravings, through a variety of methods, including the websites RocaLabs.com, Mini-Gastric-Bypass.me, and others ("Roca Labs Websites"). Defendants frequently style different amounts or configurations of their products, or their use, as different "procedures," such as "Gastric Bypass No Surgery" or "Gastric Bypass Alternative."

20. A substantial majority of Defendants' product sales are generated through Roca Labs Websites.

21. Defendants' advertising and marketing have conveyed the core messages that:

a. Roca Labs products cause users to reduce food intake dramatically and to lose substantial amounts of weight quickly, including as much as 21 pounds in one month, and as much as 100 pounds in seven to ten months;

b. Users of Roca Labs products have a ninety-percent success rate in achieving substantial weight loss;

c. Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, are comparable or superior to bariatric surgery in providing weight-loss benefits; and

d. The efficacy of Roca Labs products for achieving substantial weight loss is scientifically proven.

Defendants' Search and Social Media Advertising

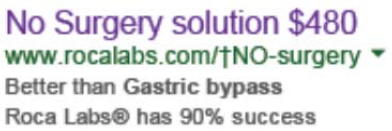
22. In numerous instances, Defendants have directed consumers to Roca Labs Websites using online advertising. Defendants have spent millions of dollars since at least 2011 to serve online advertisements through Google, Yahoo, Bing, and Facebook, including text advertisements directed to consumers using the Google, Bing, and Yahoo search engines ("Search Ads").

23. For example, Google, Bing, and Yahoo searches for terms relating to Roca Labs, bariatric surgery, or weight loss, have led to the display of Defendants' Search Ads, including:

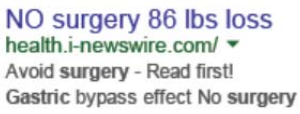
a. [Google, search term "Roca Labs," March 24, 2015]



b. [Google, search term "gastric bypass," March 24, 2015]



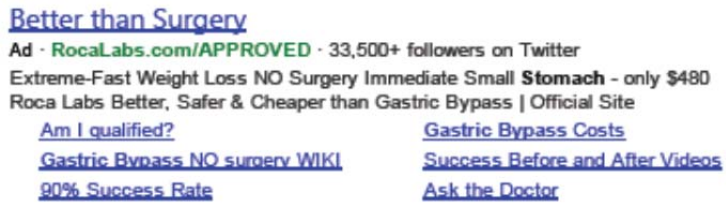
c. [Google, search term "lap band surgery cost," March 24, 2015]



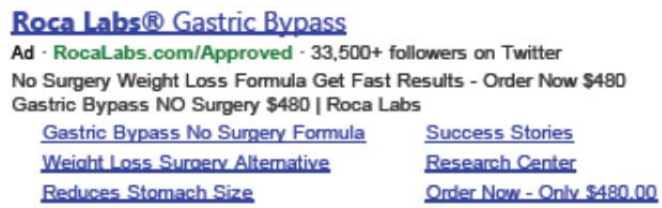
d. [Google, search term "Roca Labs reviews," March 24, 2015]



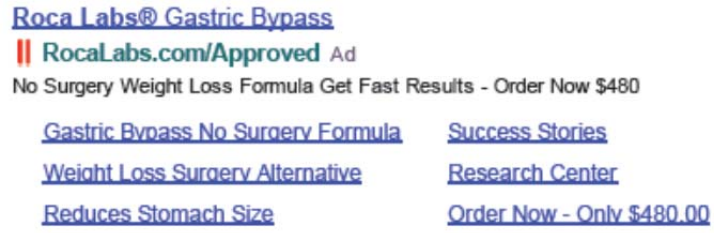
e. [Bing, search term "gastric sleeve," March 25, 2015]



f. [Bing, search term "Roca Labs," March 25, 2015]



g. [Yahoo, search term "Roca Labs," March 26, 2015]



h. [Yahoo, search term "gastric bypass surgery," March 26, 2015]



24. Defendants also advertise, market, and promote their products, and direct consumers to Roca Labs Websites, through: banner and text advertisements displayed on third-party websites and in third-party mobile applications; social media and video sites, including Facebook, Twitter, Pinterest, Google+, YouTube, and Vimeo; and via news releases that Defendants distribute or cause to be distributed.

Claims on Defendants' Roca Labs Websites

25. When clicking on Defendants' online advertisements, accessing them through organic search results or social media sites, or typing the sites' URLs directly into their browsers, consumers have been directed to pages on Roca Labs Websites. On these Websites, Defendants make a variety of representations about the purported effectiveness of Roca Labs products for weight loss.

26. For example, Roca Labs Websites and Defendants' other advertising and marketing materials have in numerous instances prominently featured this illustration to summarize how the Roca Labs Formula can be used to cause or help cause users to lose substantial amounts of weight:



(Image from: Exhibit A at 1, https://rocalabs.com, May 11, 2015; and Exhibit A at 5, https://rocalabs.com/gastric-bypass-no-surgery, May 6, 2015.)

27. Roca Labs Websites also have included the following representations:

a. Roca Labs is the world's strongest, most effective weight loss regimen based on the Gastric Bypass NO surgery and Anti-Cravings inventions. It can help people lose 100 lb or more without surgery. *Results may vary

(From Exhibit A at 4, https://rocalabs.com/gastric-bypass-no-surgery, May 6, 2015.)

b. **How does it work?**

NEW: a dose of the Roca Labs formula is mixed with water and turns into 350cc stomach-sized red mixture. Successful users report that when consumed in the morning, the Regimen creates a feeling akin to limiting functional stomach volume for the duration of your day. This result is achieved **without** surgical procedures, including cutting parts of the digestive system.

With limited stomach volume, you eat much less. . . . Bariatric surgery does not eliminate your cravings; Roca Labs Anti-Cravings can reduce your urge for sweets and snacks and other foods that prevent your weight loss success enhancing the loss of an additional 5 to 8 pounds a month! Learn more

(From Exhibit A at 4-5, https://rocalabs.com/gastric-bypass-no-surgery, May

6, 2015.)

c. **How much weight can I expect to lose?**

The weight loss can be **immediate** with the Roca Labs' regimen, just as if you had undergone a bariatric surgery, and within few days the cravings should be diminished significantly. Depending on your commitment to the recommended rules for suggested use, a loss of **21 lb a month** is possible; however, realistically, it may take 7 to 10 months to lose 100 lb.

(From Exhibit A at 5, https://rocalabs.com/gastric-bypass-no-surgery, May 6,

2015.)

d. **No Menus, No Diet Restrictions**

Unlike weight loss pills or diet programs, Roca Labs® Formula **does not require a strict menu or calorie restrictions**. It practically FORCES you to eat **HALF** the food you ate before, so you will automatically lose weight without having to keep track of every calorie you consume.

* * * *

One reason the Formula is so successful is that you can **continue to eat what you like**, and without tracking everything you put in your mouth. You can still have a slice of chocolate cake or a bowl of ice cream, but with the gastric bypass effect, you'll feel satisfied before you even finish it. You'll eat the foods you want, but in smaller portions.

* * * *

Instead of counting the calories you eat, let's look at the calories you'll automatically spare your body with Roca Labs® Formula. From day one, you will eat HALF the portions you are used to, and begin to burn more calories than you consume. . . . Many users eat as much as 2,000 fewer calories a day while using the Formula, which translates to 17 lbs. a month!

(From Exhibit A at 11-12, https://rocalabs.com/faq/general/no-diet-

restrictions, May 6, 2015.)

e. **GASTRIC BYPASS ALTERNATIVE**

100 to 200 lb Weight Loss for Men and Women

Better, safer and cheaper than bariatric surgery, the Roca Labs regimen can limit your functional stomach volume and help you **lose up-to 21 lb a month**. Your addiction for sweets and snacks is crucial and surgery cannot resolve that issue. The Anti-Cravings formula can diminish your cravings, which can account for an additional 5 to 8 lb weight loss each month. Highly successful users lose **100 lb over 7 to 12 month** period. Your full commitment is necessary along with a daily exercise routine. Losing even 20 lb will **stimulate sex hormones**, making you feel more vibrant and losing 50 lb can even add years to your life.

*Result may vary – not typical or common and mostly depends on the user

(From Exhibit A at 13; https://rocalabs.com/regimen/gastric-bypass-

alternative, May 6, 2015.)

f. **90% Success Rate**

Roca Labs™ Natural Formula forces you to eat HALF

The formula has been used in Europe for 6 years, and is scientifically proven to have a **90% success rate**. It will always achieve a mini gastric bypass effect by PHYSICALLY occupying your stomach, leaving only **a small limited stomach volume available for 10-16 hours**. Then, with a smaller stomach size you will eat HALF, and can spare your body as much as 2,000 unnecessary calories a day without feeling any urge for food – that equals **15 lbs per month**!

(From Exhibit B at 6, http://mini-gastric-bypass.me/answers/maximizing-success/90-success-rate, April 22, 2015.)

g. **Shrinking Stomach**

During a 3 to 6 month regimen, you will find that your stomach is "shrinking" in capacity and you are naturally are [sic] eating smaller quantities of food and refraining from fatty, unhealthy foods. Your use of the Silica® mixture will be diminishing in frequency and dose quantities throughout the Shrinking Stomach® process.

With only 20% stomach available, you eat less and can lose 4-7 lbs/wk.

(From Exhibit B at 9, http://mini-gastric-bypass.me/orders, March 27, 2015.)

h. **Can My Child Take the Formula?**

Many children have used the Formula successfully and safely. All active ingredients are 100% natural and based on healthy fibers. There are no known related risks from the Formula, but you must consult a doctor before you begin the procedure if you have any questions, and children should not take more than a low dose.

(From Exhibit A at 18, http://rocalabs.com/faq/medical/weight-loss-for-kids, May 6, 2015.)

i. **Fighting child obesity**

As a parent, your child's health and happiness are a top priority. Your child is overweight, and you're probably aware of the many negative effects it can have on his or her life – both health-wise and socially.

Roca Labs® Natural Formula can help your child lose weight **safely and naturally**. Its active ingredients are natural healthy fibers, and it's safe for children ages 6 and up with a parent's supervision. It works by physically expanding in the stomach to leave only a very limited space available for food intake. Throughout the day, your child will eat HALF the food they used to, without hunger. The Formula has almost no flavor and adapts to the taste of your child's favorite non-carbonated, non-dairy drink.

(From Exhibit A at 18; http://rocalabs.com/faq/medical/weight-loss-for-kids, May 6, 2015.)

28. Roca Labs Websites and social media pages also include videos describing the purported effectiveness of Roca Labs products for weight loss. Defendants' representations about the products in these videos include:

a. What is the Formula? Roca Labs' Formula is a medical innovation that creates a natural gastric bypass effect in the stomach. It's based on healthy fibers, and it's classified as a food supplement. Just mix with water, take it each morning, and it immediately expands to physically fill your stomach. For the next 10 to 16 hours, only 20% of your stomach will be available for food intake. Your new, small stomach will force you to eat 50% less from day one.

* * * *

The Formula has been used in Europe for six years, and has a 90% success rate. Compared to gastric bypass surgery, the Formula is less risky, faster, healthier, and has almost no side effects or complications. And, at the low price of $480, it's a fraction of the cost of gastric bypass surgery, which can be $8000 or more. The Formula also includes the unique ingredient, beta glucan, which balances blood sugar levels and fights your cravings for sweets and snacks, something that surgery isn't capable of doing. You'll not only eat less food without feeling hungry, you'll eat healthier too. The Formula is kosher, and it's manufactured in an FDA compliant facility, under GMP rules.

(From https://rocalabs.com/gastric-bypass-no-surgery and https://rocalabs.com/faq/general/what-is-roca-labs-procedure - "What is the Roca Labs Procedure" video.)

b. Well I'm sure you're wondering, what is the success rate? Roca Labs' Formula is scientifically proven to have a 90% success rate. It will always achieve a gastric bypass effect by physically occupying your stomach, leaving only 20% available space for 10-16 hours. You'll eat 50% less, and can spare your body as much as 2,000 unnecessary calories a day without feeling any urge to overeat. That equals 15 pounds a month.

(From https://rocalabs.com/faq/general/roca-labs-success-rate, "What is the Success Rate?" video.)

c. Sorry for being so direct, but you've been obese for a long time. Friends, and doctors, have advised you to do something about it. You don't like the way you look, and your health is suffering. Your weight has affected your love life, self-esteem, and advancement in life. Of course you want to have a normal weight. Your willpower is strong. But you never had a strong enough weapon to defeat your over-eating disorder. You've probably tried everything: diets, pills, maybe exercise. Now you feel you have no choice but to do something extreme to turn your life around. You've thought about surgery, but worry about the complications, expense, and restrictions.

* * * *

Before choosing surgery, you should know that there is an alternative, a natural, healthy formula that creates an effect similar to a gastric bypass. Though the Formula is very strong, it doesn't have the complications of surgery.

* * * *

The Formula contains an FDA-approved ingredient called beta glucan. Beta glucan has many benefits, including lowering cholesterol and blood pressure, and strengthening your immune system. But it also balances blood sugar levels, and this lowers or eliminates your need for sweets and snacks.

(From https://rocalabs.com/regimen/gastric-bypass-alternative, "Fat is unhealthy and ugly. - Gastric Bypass Alternative ® can".)

29. Defendants' pages on third-party sites, including YouTube.com and Facebook.com, also include weight-loss claims about their products, have repeated claims Defendants have made about their products on Roca Labs Websites, or linked to Defendants' Roca Labs Website pages that make or have made such claims. For example, the top portion of a YouTube page with links to Defendants' videos includes this ad:



(Image from www.youtube.com/user/RocaLabs, March 24, 2015.)

30. The Roca Labs Websites include documents purporting to be authored by a doctor, or other medical professional, describing the health and weight reduction benefits of the Roca Labs products, and summarizing the scientific literature evidencing those benefits.

31. Defendants have included on the RocaLabs.com website, accessible under a "Medical questions" link, a document titled "Letter to Your Doctor V1-Aug12," with the subheading, "Health benefits and weight reduction in medical terms." The "Letter to Your Doctor" has, at times, been attributed to "Dr. Ross, Director of Medical Team," "Ross Finesmith, MD, Medical Consultant," or "an independent medical consultant." Defendants have included a similar document on the Mini-Gastric-Bypass.me website, under an "Ask the Doctor, Medical Evidence for Success" link. Among other statements, the "Letter to Your Doctor" and "Medical Evidence for Success" document describes Dr. Finesmith's, or the "independent medical consultant's," experience with the Roca Labs Formula, and discusses the purported efficacy of the Roca Labs Formula for weight loss, including as follows:

a. I am an independent medical consultant and I'm writing this letter to describe the weight management regimen from Roca Labs® that your patient is interested in.

> The Roca Labs Formula® is a mixture of natural ingredients that have been shown in multiple medical studies to provide euglycemic control, early and prolonged satiety, and a reduced desire to consume the amount of food your patient is currently eating. Although the ingredients are available separately, it is the proprietary combination that provides the greatest benefit.
>
> * * * *
>
> I am not an employee of Roca Labs and I have formed an independent conclusion based on the available medical information. I have had many patients on the Roca Labs Procedure and all have been satisfied with the immediate reduction in appetite, cravings and weight loss. I tried the formula myself and can confirm these findings. I hope you consider trying the Roca Labs Formula before prescribing risky medications or surgery.
>
> (From Exhibit A at 23-25, May 6, 2015.)

b. My research has not found any other weight loss that has the efficacy, or biological potential, to help those with obesity lose weight. This is why we can make the statement that "the Roca Labs Formula is probably the strongest weight loss pharmaceutical agent on the market today." Successfully following the Roca Labs guidelines has consistently resulted in clients losing 5% of their body weight every month. This is accomplished primarily by not feeling hungry and the severe reduction in cravings for snacks. Therefore, the clients calorie intake is reduced significantly. Most report a 50% reduction in the amount of food they eat. Those that exercise daily, experience even faster weight loss.

* * * *

There is considerable medical and scientific research to support the health and weight loss benefits of the active ingredients in the Roca Labs Formula. Below is a summary of the literature that supports the ingredients in the Roca Labs proprietary formula as effective in weight loss and additional health benefits. Please review and let me know if you have any questions.

(From Exhibit B at 11-12, May 11, 2015.)

32. None of the literature cited or summarized in the "Letter to Your Doctor" or the "Medical Evidence for Success" documents reports or describes any study or clinical trial of Roca Labs Formula or Roca Labs Anti-Cravings. Indeed, in the fine print of the "Terms and Conditions" on the RocaLabs.com website, Defendants indicate that their statements about their products' efficacy are "based on the known activity of the specific ingredients" in the products and state: "No clinical study has been performed on this product." In the "Letter to Your Doctor" and "Medical Evidence for Success" documents, however, Defendants reference the cited literature in a way that suggests that it constitutes convincing evidence of the weight-loss benefits Defendants claim consumers can achieve by using Roca Labs Formula or Roca Labs Anti-Cravings.

33. Defendants have included in Roca Labs Websites medical images and terminology, and references suggestive of medical treatment and scientific research, including:

- The company name, "Roca Labs";

- Use of the caduceus symbol in versions of the Roca Labs logo, and in videos;
- Videos featuring spokespersons wearing white lab coats;
- Photos of persons wearing white lab coats and stethoscopes, and persons wearing white lab coats appearing to mix chemicals in a laboratory;
- References to the Roca Labs "Medical Team";
- Reference to Roca Labs Formula as a "medical innovation";
- References in search ads to a "Research Center";
- Use of health insurance company names and logos and the offering of reduced prices to prospective purchasers who have medical insurance;
- Requiring prospective purchasers to complete a "Health Application"; and
- Use of the FDA logo, references to FDA "compliance" and "registration," and to FDA approval of beta glucan.

Defendants' use of these images and terminology in their advertising and marketing fortify the net impression that the literature referenced in the "Letter to Your Doctor" and "Medical Evidence for Success," and the purportedly numerous consumer testimonials (discussed below), scientifically establish the weight-loss benefits Defendants claim for Roca Labs Formula and Roca Labs Anti-Cravings.

Defendants' Use of Testimonials and Purported Third-Party Reviews

34. Defendants also promote their products by touting "Success Videos," purporting to show the weight-loss success numerous users have achieved using Roca Labs products. A Roca Labs Webpage discussing "Before and After Testimonials Videos" touts "Real Testimonials of 100,000 Users." Defendants represent, on their websites and social media sites, that the content and quantity of these videos evidence the efficacy of Defendants' products for weight loss, stating, "With so many success videos wherein people document an immediate gastric bypass effect without a surgery, it is evident that Roca Labs® procedure really works."

35. Defendants solicit "Success Videos" from purchasers by offering to pay them up to fifty percent of their money back for providing videos documenting their weight loss:

> You can earn money back as a reward for losing weight. Simply document your weight loss from your starting weight to achieving your weight loss goal. Demonstrate your weight loss with smaller size clothing, using the Success Belt or show your body in a clear convincing way. When you achieve your weight loss goal and send us the video, you will receive Money Back Reward or up to $1,000.00 within 10 days conditional and based on:
>
> 1. You must have passed the 3 stage goal
> 2. Your documented success is inspirational & convincing
> 3. Your claimed weight loss is evident in the "before & after"

The weight loss goal for purchasers will vary by individual and the information they provide in Defendants' Health Application, but the goal may be a substantial amount of weight. For example, the Defendants may assign to a person stating that they weigh approximately 240 pounds a total "weight loss goal" of more than 120 pounds, with four intermediate goals in excess of 20 pounds each.

36. Defendants set out criteria for videos they deem acceptable, and prescribe the types of positive comments it should include:

> In short, to get this reward, film yourself now, during and after you've reached your goal. The video should be about 10 minutes long, talk about your past eating problems, the ease of using the Program, how much weight you've lost and how your life has changed. You can tell us about improvements in your health, self-esteem, relationships and love life, and even compliments you've received about your new look. Your video must be real, convincing and of good quality.

37. Other than some possibility of obtaining money-back rewards for submitting "Success Videos," purchasers have few options to obtain money back for products they order from the Defendants due to Defendants' general refusal to refund money once orders are deemed placed.

38. Neither the testimonial videos about weight loss resulting from use of Defendants' products, nor the Roca Labs Websites, social media pages, or other advertisements that include or lead to them, adequately disclose that the persons depicted in the videos were offered or paid any compensation in exchange for their testimonial.

39. In addition to the Roca Labs Websites described above, Defendants also post, or cause to be posted, purportedly objective or independent information favorably discussing Roca Labs products on one or more internet websites. For example, Defendants, or persons hired to work on behalf of Defendants, post testimonials or other information touting Roca Labs products on third-party blogging platforms or websites without disclosing their affiliation with Defendants. Defendants also operate the website Gastricbypass.me, which purports to offer information about bariatric surgery:

> Here at GastricBypass.me, we want every person who visits this site to know everything there is to know about bariatric surgery by providing the necessary tools. Throughout this site, we'll offer articles with loads of information about each bariatric surgery, insurance information, surgeon information, alternatives to surgery and everything in between – we look forward to serving anyone seeking answers before undergoing surgery.

(From Exhibit C at 1; http:\\Gastricbypass.me, April 3, 2015.)

40. Gastricbypass.me includes, among other content, a lengthy "Surgery Failures" page, and a "Surgical Alternatives" page. The "Surgical Alternatives" page is devoted to discussing favorably the "Roca Labs Surgery Alternative® Solutions." The Roca Labs products are the only surgical "alternative" the site discusses. For example, the page states that its authors have "challenged the company's claim to a '90% success rate' by checking some of the 654,000 video results we got when searching for, 'YouTube Roca Labs'." The "Surgery Alternatives" page embeds videos also found on RocaLabs.com. It states that "[i]n 97% of the videos provided, evidence that the surgical alternative is successful is evident from day one. With some averaging weight loss of 0.5 to 1 pound per day, the Roca Labs Surgery Alternative® Solution is quite impressive." It further states that the site's "panel of experts" say that the Roca Labs claims are trustworthy "for the most part," and that the Roca

Labs "[m]edical claims are correct, FDA regulations are observed, but not all the articles on the site are updated." (From Exhibit C at 2-3, http:\\gastricbypass.me\surgical-alternatives, April 3, 2015). There is no disclosure on the GastricBypass.me site that it is operated by the Defendants, is affiliated with RLI or RLNU, or that the site's owners or operators sell Roca Labs products.

Defendants' Purchase Process

41. Defendants advertise that a "Basic" package of their products, for "Up to 80 lbs to lose," costs $480 (in a single payment) for purchasers with "valid health insurance," including a "3-4 months supply" of Roca Labs Formula and an approximately three-month supply of Roca Labs Anti-Cravings. Purchasers also are given the option to pay in installments. Defendants charge non-insured consumers $640 for the same package. Defendants advertise other packages featuring larger quantities of product and greater levels of customer service, for higher prices, and indicate that larger quantities of product can cause, or help cause, weight loss of more than 120 pounds. Defendants' web pages describing the price of Roca Labs products have prominently featured the names and logos of multiple insurance companies and emblems of branches of the United States military.

42. To purchase the products via Defendants' Roca Labs Websites, consumers must enter information through "Qualify & Order" pages on the sites. The first screens presented include videos about the "qualification" process. Defendants' "Qualify & Order" pages have stated that the information consumers provide will be kept confidential and will not be shared. Exhibit A at 28.

43. Prospective purchasers must enter personal information on one or more forms, including the Defendants' "Health Application." Prospective purchasers must enter their full name, gender, age, weight, height, and insurance carrier. Purchasers then are prompted to watch a video and to respond to Defendants' Health Application questions about various conditions, including issues with cholesterol, high blood pressure, diabetes, and digestion. The Health Application also prompts prospective purchasers to give information about

psychological or emotional issues relating to their weight, including past weight-loss failures, depression, and binge eating.

44. After entering shipping, order, and billing information, purchasers must check a box next to a statement, which reads in part, "I have read and agree to the terms, privacy, and money back reward / return policy[.]" The "terms" and other referenced documents are accessible at that point via hyperlinks in the words, but are not presented in the purchase process otherwise.

45. When Defendants ship their products to purchasers, they enclose with the package items used to measure and mix Roca Labs Formula, a "Success Belt" tape measure, and documents titled "Thanks for purchasing Roca Labs®," "Summary Suggested Use," and "Roca Labs Procedure Rules & Diet." Among other statements, the "Summary" document reiterates that Defendants "will not share your private information with anyone" and states that "[o]nce purchased and shipped, [RLNU] products cannot be returned and NO refunds will be given." The "Thanks for purchasing" insert warns purchasers that "[t]here are **NO** returns or refunds as stated on RocaLabs.com/Terms." It further states that installment payments cannot be cancelled or disputed, and that users who do so may face legal action and charges of $3500 or more.

46. The "Roca Labs Procedure Rules & Diet" insert states that the "Rules & Diet **MUST BE FOLLOWED ENTIRELY** while using the procedure unless any rule compromises your health or is not approved by your doctor, as stated in the Terms." The first "rule" listed is: "Limited Eating Interval™ between 11am and 8pm ONLY." "You may choose any 9 hour interval for your daily food consumption. No deviation is allowed. Before 11am, you may have a healthy snack limited to 100 calories. Between 8-10pm, you may snack on vegetables like carrots, celery or occasionally, low calorie popcorn." Among other instructions, purchasers are advised: "To maintain the **gastric bypass effect**, drink at least six ½ liter bottles of water a day." Purchasers are advised to "[e]xercise to shock your body," and that "Roca Labs' procedure requires that you exercise 5+ times a week. If

necessary, start slowly and gradually increase to at least 30 minutes daily." Purchasers are also urged to "video document [their] success" once a week, including "evidence of weight loss," to get "up to 50% Money Back." The insert states that purchasers "have 73% more chance to succeed when" they visually document their progress. Aside from its inclusion in shipped packaging, the "Roca Labs Procedure Rules & Diet" insert is only accessible to prospective purchasers on Roca Labs Websites via a "Support" link.

Defendants' Gag Clauses and Legal Threats

47. Defendants have warned purchasers, through package inserts included in product shipments, that they agreed not to write any negative reviews about the Defendants or their products and would owe Defendants hundreds of dollars should they do so. Defendants have also issued legal threats and filed lawsuits against complaining purchasers, alleging that the purchasers would violate or had violated the "Terms and Conditions" to which they purportedly agreed when ordering Defendants' products (the "Terms"). These threats and lawsuits have included allegations that purchasers would violate or had violated provisions in the Terms purporting to prohibit purchasers from publishing disparaging comments about Roca Labs or its products ("Gag Clause(s)"). These practices, described more fully below, have caused or are likely to cause purchasers to refrain from commenting negatively about the Defendants or their products. By depriving prospective purchasers of this truthful, negative information, Defendants' practices have resulted or are likely to result in consumers buying Roca Labs products they would not otherwise have bought.

48. The Terms are accessible to prospective purchasers via hyperlinks on Roca Labs Websites. The restrictions set forth in the Gag Clauses are disclosed to prospective purchasers during the Roca Labs product purchase process only in the Terms. Defendants have used multiple versions of the Terms that include Gag Clauses, including the versions attached as Exhibits D-G, since at least September 2012.

49. Versions of the Terms used since December 2014 include a Gag Clause purporting to prohibit purchasers from disparaging Roca Labs, its products, and its

employees, regardless of the purchasers' outcomes. The Terms have also purported to require purchasers to pay the "full price" should the purchaser breach the Gag Clause or other provisions of the Terms:

> You agree that regardless of your personal experience with RL, you will **not** disparage RL and/or any of its employees, products or services. This means that you will not speak, publish, cause to be published, print, review, blog, or otherwise write negatively about RL, or its products or employees in any way. This encompasses all forms of media, including and especially the internet. This paragraph is to protect RL and its current and future customers from the harm of libelous or slanderous content in any form, and thus, your acceptance of the [Terms] prohibits you from taking any action that negatively impacts RL, its reputation, products, services, management, or employees. We make it clear that RL and its Regimen may not be for everyone, and in that regard, the foregoing clause is meant to prevent "one person from ruining it for everyone." Should any customer violate this provision, as determined by RL in its sole discretion, you will be provided with seventy-two (72) hours to retract the content in question. If the content remains, RL would be obliged to seek all legal remedies to protect its name, products, current customers, and future customers.
>
> If you breach this Agreement, as determined by RL in its sole discretion, all discounts will be waived and you agree to pay the full price for your product. In addition, we retain all legal rights and remedies against the breaching customer for breach of contract and any other appropriate causes of action.

(From Exhibit D at 8-9).

50. Versions of the Terms Defendants used prior to December 2014 also included similar Gag Clauses and legal sanctions for breach, including paying the purported full product price. Exhibits E-G.

51. The Terms Defendants have used since December 2014 (Exhibit D at 7) state that "[t]he full price for your custom Regimen and RL support is $1580" and that purchasers agree to the Gag Clause, and to promote Roca Labs and its products, in exchange for a "discount" (i.e., the $480 advertised price). This purported "full price" is not revealed to potential purchasers except in the Terms. Previous versions of the Terms (Exhibits E-G) had

also stated that the "full price" for the Roca Labs products and support is $1580, and characterized the lower, advertised prices that purchasers had actually been charged as "conditional," "discounted," or "subsidized" prices afforded to purchasers in exchange for their agreement to the Gag Clause and to other provisions in the Terms. An August 2014 court filing on behalf of RLI, verified by Juravin, asserts that the "discount price" for Roca Labs products is "optional," but that "99%" of purchasers agree to the Terms in exchange for the "discount price."

52. A version of the Terms Defendants used prior to December 2014 (Exhibit E at 9-10) provided that Defendants, in the event a purchaser violated the Gag Clause, had the right to sue purchasers for an injunction, immediately bill them for $3500 in court costs and legal fees until they are determined in court, and immediately revoke all "discounts" that purchasers purportedly received. This version of the Terms further provided that Defendants could, after thirty days, report any such charge that remained unpaid to consumer reporting agencies, and forward the unpaid charges to a collection agency. This version of the terms also provided that Defendants could require purchasers who violated the Gag Clause to execute a notarized affidavit stating that their "disparaging remarks or review contained factually inaccurate material, was incorrect and breached [the Terms]." A version of the Terms used from approximately September 2012 into mid-2014 (Exhibit G at 10) provided that the purchaser further agreed that "any report of any kind on the web will constitute defamation/slander," and agreed "to a predetermined compensation of $100,000. You agree and understand that you can not [sic] talk badly about the Formula because of any frustration you might have with the support department or your misunderstanding."

53. Defendants also send purchasers a two-page, large-print "Summary" of the Terms with their orders. The summary states, in pertinent part:

> Discount Policy. We believe in our customers and that word of mouth is the best promotion. **We are here to help you.** You were given a discount off the unsubsidized price of $1580 in exchange for your agreement to promote our products and when possible share your weight loss success with us (keep the youtube videos coming). **As**

> **part of this endorsement you also agree not to write any negative reviews about RLN or our products.** In the event that you do not honor this agreement, you may owe immediately the full price of $1,580.
>
> (From Exhibit H at 2 (emphasis in original).)

54. In numerous instances, Defendants have threatened to sue, for breach of the Gag Clauses, purchasers who stated that they had or would complain to third parties, such as the Better Business Bureau, or post negative comments about Defendants, their products, or their employees on internet websites. Defendants have also threatened complaining purchasers who have sought refunds by telling them that they would be subject to liability for extortion or defamation for threatening to post, or posting, truthful negative reviews about the Defendants, their products, or employees, or that their "discounts" would be revoked and that they would owe Defendants the "full" price of the Defendants' products.

55. Defendants in some instances have filed lawsuits against purchasers who have posted such negative comments, alleging breach of the Gag Clauses. Defendants also have sued, for allegedly inducing purchasers to breach the Gag Clauses, a company that runs an online site that allows consumers to post complaints about businesses, including the Defendants' business, online.

56. Lawsuits the Defendants have filed against purchasers have included, and made public, information those purchasers provided in response to the Defendants' Health Application. Defendants also have disclosed information purchasers submitted in response to the Defendants' Health Application to credit card processors and banks in disputes with purchasers over credit card chargebacks.

VIOLATIONS OF THE FTC ACT

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

58. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

59. 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, Roca Labs "Formula," and Roca Labs "Anti-Cravings" are either "foods" or "drugs" as defined in Sections 15(b) and (c) of the FTC Act, 15 U.S.C. §§ 55(b) and (c).

60. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers themselves cannot reasonably avoid and that is not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

COUNT I
DECEPTIVE WEIGHT-LOSS CLAIMS

61. Through the means described in Paragraphs 15-43, Defendants have represented, expressly or by implication, that:

a. Use of Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, enables the user to reduce food intake by fifty percent and to lose substantial amounts of weight quickly, including as much as 21 pounds in one month, and as much as 100 pounds in seven to ten months;

b. Ninety percent of users of Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, will lose substantial amounts of weight;

c. Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, are comparable or superior to bariatric surgery in providing weight-loss benefits; and

d. Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, are safe and effective for weight loss in children as young as six years old.

62. The representations set forth in Paragraph 61 are false or misleading, or were not substantiated, at the time the representations were made.

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

COUNT II
FALSE ESTABLISHMENT CLAIM

64. Through the means described in Paragraphs 15-43, Defendants have represented, expressly or by implication, that use of Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, is scientifically proven to have a ninety-percent success rate in forcing users to eat half their usual food intake and cause substantial weight loss.

65. In fact, use of Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, is not scientifically proven to have a ninety-percent success rate in forcing users to eat half their usual food intake and cause substantial weight loss.

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

COUNT III
UNFAIR USE OF NON-DISPARAGEMENT PROVISIONS

67. As described in paragraphs 15-45 and 47-55, in numerous instances, Defendants have used in the sale of their products, and purported to bind purchasers to, contractual provisions that prohibit purchasers from speaking or publishing truthful or non-defamatory negative comments or reviews about the Defendants, their products, or their employees.

68. Defendants' practices as described in paragraph 67 have caused or are likely to cause substantial injury to consumers that is not reasonably avoidable by consumers and that is not outweighed by countervailing benefits to consumers or competition.

69. Defendants' practices as described in paragraph 67 therefore constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a) and (n).

COUNT IV
MISREPRESENTATIONS ABOUT GASTRICBYPASS.ME

70. Through the means described in Paragraphs 39-40, Defendants have represented, expressly or by implication, that Gastricbypass.me is an independent, objective resource for research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, and about Roca Labs products.

71. In fact, Gastricbypass.me is not an independent, objective resource for research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, or about Roca Labs products.

72. Therefore, the representation set forth in Paragraph 70 is false or misleading, and constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT V
FAILURE TO DISCLOSE MATERIAL CONNECTIONS

73. Through the means described in Paragraphs 34-40, Defendants have represented, expressly or by implication, that:

a. persons who have posted or provided testimonials or other information about Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, are satisfied users of the products; and

b. Gastricbypass.me provides research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, including an alternative sold by Roca Labs.

74. In numerous instances in connection with these endorsements, Defendants failed to disclose, or disclose adequately, that:

a. Defendants promised or paid the persons referred to in their advertising financial compensation or other incentives for their testimonials or other postings about Defendants' products; and

b. Defendants own or operate Gastricbypass.me, and sell Roca Labs Formula and Roca Labs Anti Cravings.

This additional information would be material to consumers in deciding to purchase and use Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings.

75. Defendants' failure to disclose the material information described in Paragraph 74, in light of the representations described in Paragraph 73, constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT VI
DECEPTIVE PRIVACY CLAIM

76. Through the means described in Paragraphs 41-45, Defendants have represented, expressly or by implication, that Defendants keep confidential and do not disclose consumer information, including health information, submitted in the purchasing process.

77. In fact, Defendants disclose or have disclosed in public court filings, and to payment processors and banks, consumer health information submitted in the purchasing process.

78. Therefore, the representation set forth in Paragraph 76 is false or misleading, and constitutes a deceptive act or practice, in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT VII
DECEPTIVE DISCOUNT CLAIM

79. Through the means described in Paragraphs 47-56, Defendants have represented, expressly or by implication, that purchasers have agreed to pay the difference between the purported "discount" price charged and the purported "full price" if they post negative comments or reviews about the Defendants, their products, or employees.

80. In fact, purchasers have not agreed to pay the difference between the purported "discount" price charged and the purported "full price" if they posted negative reviews about the Defendants or their products.

81. Therefore, the representation set forth in Paragraph 79 is false or misleading, and constitutes a deceptive act or practice, in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

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

THIS COURT'S POWER TO GRANT RELIEF

83. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

PRAYER FOR RELIEF

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

A. Enter a temporary, preliminary, and permanent injunction to prevent future violations of the FTC Act by Defendants;

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

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

Respectfully submitted,

JONATHAN E. NUECHTERLEIN
General Counsel

Dated: February 18, 2016

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