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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
(Atlanta Division)

FEDERAL TRADE COMMISSION,)	
)	Hon.
Plaintiff,)	
)	Civil Action No.
v.)	
)	COMPLAINT FOR PERMANENT
ADVANCED PATCH TECHNOLOGIES,)	INJUNCTION AND OTHER
INC., SALOMON BTESH, BUCKHEAD)	EQUITABLE RELIEF
MARKETING AND DISTRIBUTION,)	
LLC, PAP SYSTEMS, LLC, RALF)	
LESZINSKI, NANCY DUITCH, and)	
JESSE STARKMAN,)	
)	
Defendants, and)	
)	
BERNARD SILVERFARB, and)	
BUCKHEAD MARKETING GROUP, LLC,)	
)	
)	
Relief Defendants.)	

Plaintiff, the Federal Trade Commission ("FTC") through its undersigned attorneys, alleges as follows:

1. Plaintiff FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to secure a permanent injunction, rescission of contracts and restitution, disgorgement of ill-gotten gains, and other equitable relief against the Defendants for engaging in deceptive acts or practices in connection with the advertising, marketing and sale of the Peel Away the Pounds System ("Peel Away"), a purported weight loss "system" including the Pound A Patch transdermal patch, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

JURISDICTION AND VENUE

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

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

THE PARTIES

4. Plaintiff, the Federal Trade Commission, is an independent agency of the United States Government created by statute. See 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. The FTC may initiate federal district court proceedings, through its attorneys, to enjoin violations of the FTC Act and to secure such other equitable relief, including rescission of contracts and restitution, and disgorgement of ill-gotten gains, as may be appropriate in each case. 15 U.S.C. § 53(b).

5. Defendant Advanced Patch Technologies, Inc. ("APT") is a Florida corporation with its principal office or place of business at 12790 Northwest LeJeune, Opa Locka, Florida, 33054. At times relevant to this Complaint, acting alone or in concert with others, APT has manufactured Pound A Patch, a purported weight loss patch, and has advertised, marketed, sold and distributed Peel Away, a purported weight loss system that includes Pound A Patch. APT transacts or has transacted business in the Northern District of Georgia.

6. Defendant Salomon Btेश ("Btेश") is President and a shareholder of APT. At times relevant to this Complaint, acting alone or in concert with others, Btेश has formulated, directed, controlled or participated in the acts and practices of APT, including the various acts and practices set forth herein. He

transacts or has transacted business in the Northern District of Georgia.

7. Defendant Buckhead Marketing and Distribution, LLC ("BMD") is a Georgia limited liability company with its principal office or place of business at 2211 Corinth Avenue, Los Angeles, California 90064. At times relevant to this Complaint, acting alone or in concert with others, BMD has advertised, marketed, sold and distributed Peel Away. BMD transacts or has transacted business in the Northern District of Georgia.

8. Defendant PAP Systems, LLC ("PAP") is a Georgia limited liability company with its principal office or place of business at 4279 Roswell Road, NE, Suite 102, Atlanta, Georgia 30342. At times relevant to this Complaint, acting alone or in concert with others, PAP has advertised, marketed, sold and distributed Peel Away. PAP transacts or has transacted business in the Northern District of Georgia.

9. Defendant Ralf Leszinski ("Leszinski") is co-CEO and an officer of BMD and the sole officer of PAP. At times relevant to this Complaint, acting individually or in concert with others, he has formulated, directed, controlled or participated in the acts and practices of BMD and PAP, including the various acts and practices set forth herein. He transacts or has transacted business in the Northern District of Georgia.

10. Defendant Nancy Duitch ("Duitch") is co-CEO and an officer and member/owner of BMD. At times relevant to this Complaint, acting individually or in concert with others, she has formulated, directed, controlled or participated in the acts and practices of BMD, and PAP, including the various acts and practices set forth herein. She transacts or has transacted business in the Northern District of Georgia.

11. Defendants BMD, PAP, Duitch and Leszinski have operated together as a common enterprise to advertise, market, sell and distribute Peel Away.

12. Defendant Jesse Starkman ("Starkman") is a chemist whose business address is 362 Bridgeton Road, Weston, Florida 33326. At times relevant to this Complaint, acting alone or in concert with others, Starkman has aided in the promotion of Peel Away by providing purported expert endorsements in advertisements. He transacts or has transacted business in the Northern District of Georgia.

13. Relief Defendant Bernard Silverfarb is a shareholder of APT who received funds and other property that were derived unlawfully from payments consumers made as a consequence of the Defendants' acts and practices complained of herein. He transacts or has transacted business in the Northern District of Georgia.

14. Relief Defendant Buckhead Marketing Group, LLC ("BMG") is a Georgia limited liability company with its principal office at 815 Fairfield Road, Atlanta, Georgia 30327. BMG, whose sole officer is Ralf Leszinski, is a part owner of BMD. BMG received funds and other property from BMD that were derived unlawfully from payments consumers made as a consequence of the Defendants' acts and practices complained of herein. BMG transacts or has transacted business in the Northern District of Georgia.

COMMERCE

15. The acts and practices of the Defendants, as alleged herein, have been in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' COURSE OF CONDUCT

16. Since in or about 2001, and continuing thereafter, defendant APT has manufactured, or caused to be manufactured, a transdermal patch to be applied to the skin called Pound A Patch. Pound A Patch contains fucus vesiculosus (seaweed), garcinia cambogia and Vitamin B6.

17. According to the Defendants, the ingredients in Pound A Patch are absorbed into the bloodstream through the skin and purportedly cause weight loss by suppressing appetite and boosting metabolism.

18. APT, BMD, PAP, Btresh, Leszinski, and Duitch have

advertised, marketed, sold and distributed Pound A Patch, marketed as Peel Away the Pounds ("Peel Away"), as a purported weight loss product.

19. To induce consumers to purchase Peel Away, Defendants have advertised Peel Away in program-length television advertisements or "infomercials", Internet websites, and a print advertisement.

20. APT, BMD, PAP, Btresh, Leszinski, and Duitch have offered Peel Away directly to consumers for \$59.98 through toll-free telephone numbers, mail-order forms, and Internet websites. When consumers have ordered Peel Away, they have received a 30-day supply of Pound A Patch (10 patches, each to be worn for three days), a 21-serving canister of "Drink and Shrink" snack/meal replacement powder, an instruction booklet including the "Eat and Shrink" four-week meal planner, and the "Move and Shrink" low-impact exercise program and video.

Advertisements

21. BMD, PAP, Leszinski, and Duitch, with assistance from APT and Btresh, have disseminated or caused to be disseminated several versions of an infomercial ("Infomercial") that appeared between June 2002 and January 2003. The Infomercial provided a toll-free number for consumers to call and purchase Peel Away. The transcripts and videotapes of two versions of the Infomercial

are annexed as Exhibits 1 through 4.

22. In each version of the Infomercial, the off-screen announcer introduces Peel Away as "a remarkable new way to shed those excess pounds without strenuous exercise and without being hungry." *E.g.*, Ex. 2 at 3, Ex. 4 at 3. The off-screen announcer also states how easy it is to follow the Peel Away "system" by replacing the Pound A Patch every three days. *E.g.*, Ex. 2 at 20-21, Ex. 4 at 21-22.

23. The Infomercial features, Darla Haun, identified as a "stage and screen" star. Ms. Haun interviews various individuals about Peel Away and Pound A Patch. In each version of the Infomercial, Ms. Haun tells the viewer, "[w]ell, now you don't have to struggle with diets anymore. If you call right now, you could be losing weight and feeling so much better about yourself in no time." *E.g.*, Ex. 2 at 52, Ex. 4 at 55. Throughout the presentation, Ms. Haun conspicuously wears the Pound A Patch on her arm. See Exs. 1 and 3.

24. Throughout the Infomercial, individuals who purportedly used Peel Away deliver testimonials that attribute their purported success in losing weight to wearing the Pound A Patch.

25. The Infomercial also prominently features Defendant Jesse Starkman, who is identified as a "chemist." Mr. Starkman describes the Pound A Patch's purported ability to deliver its

ingredients into the bloodstream and to increase metabolism, suppress appetite, and reduce fat cell production. *E.g.*, Ex. 2 at 11-12, 28, Ex. 4 at 12-13.

26. In each version of the Infomercial, Drink and Shrink is described as a "free bonus" that is "waiting for you" if you "order within the next 15 minutes." *E.g.*, Ex. 2 at 18, Ex. 4 at 19.

27. BMD, PAP, Duitch, and Leszinski also have disseminated, or caused to be disseminated, Internet advertising for Peel Away on a website ("BMD/PAP Website") from which consumers have been able to purchase the product. The BMD/PAP Website has been accessible from the following URLs: www.peelawaythepounds.com, www.poundapatch.com, and www.pealawaythepounds.com. Printed pages from the BMD/PAP Website are annexed hereto at Exhibit 5.

28. APT and Btresh also have disseminated, or caused to be disseminated, Internet advertising for Peel Away on a website ("APT Website") that was accessible from the URL www.apoundapatch.com. Consumers could access this website and purchase Peel Away until on or about December 13, 2002. Printed pages from the APT Website are annexed hereto at Exhibit 6.

29. BMD, PAP, Leszinski, and Duitch also have disseminated, or caused to be disseminated, a print advertisement that ran in *New America* magazine during the week of November 11, 2002 ("Print

Ad"). A copy of the Print Ad is annexed hereto at Exhibit 7.

30. The Infomercial, the BMD/PAP Website, the APT Website and the Print Ad have included, among other things, the following statements and depictions:

- (a) MALE ANNOUNCER: "Simply follow our system. Place Pound A Patch on your upper body. Then carry on with your everyday lifestyle. Every three days peel off the patch and watch as you take off the pounds. Replace with a new patch and drop more pounds. It's that easy."

ON SCREEN IMAGES: A series of slim individuals (including a woman in a bikini) wearing the Pound A Patch.

ON SCREEN TEXT: "Easy to Use!", "Replace Patch Every 3 Days," and "Amazing Results!".

- Ex. 2 at 20-21. See also Ex. 4 at 22 (same statement by male announcer except the word "everyday" is not said, and same on screen images/text).

- (b) MALE ANNOUNCER: "And, yes, it really works. In fact, this study shows all participants lost weight. One individual lost 71 pounds in just 60 days. Amazing."

ON SCREEN IMAGES: A man's big stomach being transformed into a well-toned stomach with the Pound A Patch on the man's arm.

ON SCREEN TEXT: In one Infomercial version (Ex. 2), "*Proven Results!*" appears in large letters. In another version (Ex. 4), "*Powerful Results!*" appears in large letters, while the following text appears in letters one-third the size, "*Promotional dramatization. Not representative of actual results.*"

In the next screen, pages of the purported study

appear with the on-screen text "as much as 71 pounds" appearing in large highlighted letters.

The top of this screen also includes text in smaller poorly contrasting letters (white on a partially white background). In one Infomercial version (Ex. 2), the text reads: "Preliminary test results. Additional testing being conducted. Extraordinary results. Results achieved through 'Peel Away the Pounds' system, exercise & diet plan. Your results may vary." In another version (Ex. 4), the text reads: "Extraordinary results achieved using entire system including diet and exercise. Results not typical."

- Ex. 2 at 21, Ex. 4 at 23.

- (c) DARLA HAUN: "...and with our Peel Away the Pounds System, you can eliminate up to three to five pounds of fat a week."

ON SCREEN IMAGES: A digital image of a woman in a bikini wearing the Pound A Patch while her body is shrinking (including waist and thighs).

ON SCREEN TEXT: In one Infomercial version (Ex. 2) there is no on screen text. In another version (Ex. 4), the following text appears in large letters: "Lose up to 3-5 lbs in a week!" and "GUARANTEED or your Money Back!" and the following text appears at the bottom of the screen in small letters: "Follow the entire system."

- Ex. 2 at 12, Ex. 4 at 13.

- (d) MICHAEL GEORGE: "You know, that means if you follow our system, you can burn up to 4,000 calories every three days. Now, do you know how much 4,000 calories are? That's equal to three cheeseburgers, eight slices of pizza, and one chocolate sundae."

- Ex. 2 at 12, Ex. 4 at 13.

- (e) "In test after test, our amazing weight loss

ingredient has been scientifically proven to work.”

- Ex. 5 at 4 (BMD/PAP Website), Ex. 6 at 1 (APT Website).

(f) “Lose Up to 3-5 Pounds per week guaranteed or your money back!”

- Ex. 5 at 1 (BMD/PAP Website), Ex. 7 at 1 (Print Ad).

(g) “Incredible? Peel Away the Pounds is that and more - a blessing to anyone who has struggled with a weight problem.”

- Ex. 7 at 1 (Print Ad).

(h) “‘I lost 77 pounds in 12 weeks. Fact is, I’ve been losing 5-8 pounds a week.’ - Jeff Browning.”

- Ex. 6 at 1 (APT Website).

(i) “Pound A Patch is built around two natural ingredients: Fucus Vesiculosus and Garcinia Cambogia. . . . By gently stimulating the body’s metabolic rate, it [fucus vesiculosus] boosts energy while burning body fat. Garcinia Cambogia comes from an Indian herb that helps to lower the production of cholesterol and fatty acids, while suppressing the appetite.”

- Ex. 5 at 2 (BMD/PAP Website), Ex. 6 at 1 (APT Website).

31. Defendant Starkman has appeared and made statements as an expert endorser in advertisements for Peel Away. In the Infomercial, he appears on screen with the word “Chemist” under his name. Starkman’s representations include, but are not

necessarily limited to, the following statements:

- (a) "This system is designed for everyone who wants to lose weight."
- Ex. 2 at 28.
- (b) "What the Pound a Patch does is it does go through the skin right into the bloodstream. When you take a pill, you have to go through the stomach where you're attacked by the stomach acids. Therefore, it's not as effective."
- Ex. 2 at 28.
- (c) "Fucus Vesiculosus. This is a seaweed derivative from the ocean. It will increase metabolism. Therefore, you're going to burn up the calories a lot faster."
- Ex. 2 at 11-12, Ex. 4 at 12.
- (d) "Garcinia Cambogia will help curb the appetite. It reduces the production of fat cells."
- Ex. 2 at 12, Ex. 4 at 13.

32. The Infomercial also features Darla Haun's sister Pam, who purportedly lost 20 pounds in six weeks using Peel Away, her sister Laura, who purportedly lost 30 pounds in six weeks using Peel Away, and her brother-in-law Kevin, who purportedly lost 20 pounds in six weeks using Peel Away. Ms. Haun states: "The Peel Away the Pounds System really works, and my two sisters and brother-in-law are proof." Ex. 2 at 29, Ex. 4 at 31. This Infomercial segment includes, but is not limited to, the following statements and depictions:

DARLA HAUN: . . .

So, Pammy, what was your favorite thing about the Peel Away the Pounds System?

ON SCREEN TEXT: Pam
Darla's Sister Lost 20 Lbs!

PAM: The greatest thing about the patch is that you could have it on and not even know that you had it on, and you just knew that your appetite -- you just were not nearly as hungry as you normally would have been.

DARLA HAUN: So you found that it really actually suppressed your appetite?

PAM: Exactly. Absolutely.

DARLA HAUN: But you just bought these pair of pants that you have on how many days ago?

PAM: Four days ago.

. . . .

DARLA HAUN: We're going to stand up to show you this. And, look, she has room in these pants already. Because as we said, you can lose up to three to five pounds a week. And it is happening.

PAM: Yes. It's happening right here.

ON SCREEN IMAGES: Two pictures of Pam - an overweight picture on one side labeled "before" and a lean picture on the other labeled "after."

ON SCREEN TEXT: "Lost 20 lbs in 6 weeks!" appears in the middle of the screen in large letters. Text also appears at the bottom of this screen in poorly contrasted lettering. In one Infomercial version (Ex. 2), the text reads: "Individual results may vary." In another version (Ex. 4), the text reads: "Extraordinary results achieved using entire system including diet and exercise."

Your results may vary."

- Ex. 2 at 31-32, Ex. 4 at 33-34.

33. Defendants BMD, PAP, Leszinski and Dutich provided personal trainers to Pam and Laura in addition to providing them with Peel Away. The Infomercial does not state that Pam and Laura were provided with personal trainers.

34. The Infomercial also includes several unidentified consumer testimonialists, including, but not limited to, the following statements and depictions:

- (a) UNIDENTIFIED MALE: "Since being on the system, I've lost 45 pounds. And all I have to do is put on the patch every three days and the weight comes off."

ON SCREEN IMAGES: Two pictures of the man - an overweight picture on one side labeled "before" and a lean picture on the other labeled "after."

ON SCREEN TEXT: "Lost 45 lbs in 6 weeks!" appears in the middle of the screen in large letters. Text also appears at the bottom of this screen in poorly contrasted lettering. In one Infomercial version (Ex. 2), the text reads: "Individual results may vary." In another version (Ex. 4), the text reads: "Extraordinary results achieved using entire system including diet and exercise. Your results may vary."

- Ex. 2 at 23, Ex. 4 at 25.

- (b) UNIDENTIFIED FEMALE: I lost 35 pounds and it's so easy that I don't even know I'm wearing it.

ON SCREEN IMAGES: Two pictures of the woman - an

overweight picture on one side labeled "before" and a lean picture on the other labeled "after."

ON SCREEN TEXT: "Lost 35 lbs in 7 weeks!" appears in the middle of the screen in large letters. Text also appears at the bottom of this screen in poorly contrasted lettering. In one Infomercial version (Ex. 2), the text reads: "Extraordinary results. Results achieved through 'Peel Away the Pounds' system, exercise & diet plan. Your results may vary." In another version (Ex. 4), the text reads: "Extraordinary results achieved using entire system including diet and exercise. Your results may vary."

- Ex. 2 at 4, Ex. 4 at 4.

35. Defendants BMD, PAP, Leszinski and Duitch provided supervised exercise sessions three times per week for the above testimonialists and other users, in addition to providing them with Peel Away. The infomercial does not state that the above testimonialists and other users were provided with supervised exercise sessions three times per week.

36. The Infomercial also includes a segment at a shopping mall food court during lunch hour with purported actual patrons of the shopping mall, described as "hungry first-time users." This Infomercial segment includes, but is not limited to, the following statements and depictions:

FEMALE ANNOUNCER: We gave each person our Peel Away the Pounds System, which includes Pound A Patch and Drink & Shrink. How do you feel?

ON SCREEN TEXT: Just 30 minutes later!

UNIDENTIFIED FEMALE: Full. I'm just not craving the chocolate anymore.

UNIDENTIFIED MALE: I don't know what was in that patch and in that shake, but I no longer feel hungry anymore.

. . . .

UNIDENTIFIED MALE: I am full, and it's amazing. I can't believe it myself.

FEMALE ANNOUNCER: Isn't that amazing? Hunger pains are gone and cravings are suppressed. That's why people are losing weight so quickly.

- Ex. 2 at 40-41, Ex. 4 at 43-44.

37. Following the shopping mall segment, Darla Haun states: "Remember, these are real people with real results, not paid actors." Ex. 2 at 41, Ex. 4 at 44. These "real people" included at least one employee of the Defendants or Defendants' agents.

DEFENDANTS' VIOLATIONS OF THE FTC ACT

38. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or deceptive acts or practices in or affecting commerce. Section 12(a) of the FTC Act, 15 U.S.C. § 52(a), 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, Pound A Patch is either a "drug" or "device" pursuant to Sections

15(c) and (d) of the FTC Act, 15 U.S.C. §§ 55(c) and (d). As set forth below, the Defendants have engaged in such unlawful practices in connection with the marketing and sale of Peel Away.

COUNT ONE
FALSE CLAIMS

(as to Defendants APT, Btresh, BMD, PAP, Leszinski and Duitch)

39. Through the means described in Paragraphs 18-37, including through the use of consumer testimonials and "expert endorsements," Defendants APT, Btresh, BMD, PAP, Leszinski and Duitch have represented, expressly or by implication, that:

- (a) the Pound A Patch causes substantial weight loss in all users;
- (b) users of the Pound A Patch will lose substantial weight, including as much as 3-5 pounds per week, by applying the Pound A Patch to their skin; and
- (c) the Pound A Patch is scientifically proven to cause weight loss.

40. In truth and in fact:

- (a) the Pound A Patch does not cause substantial weight loss in all users;
- (b) users of the Pound A Patch will not lose substantial weight, including as much as 3-5 pounds per week, by applying the Pound A Patch to their skin; and
- (c) the Pound A Patch is not scientifically proven to cause weight loss.

Therefore, the making of the representations set forth in Paragraph 39 constitutes a deceptive practice, and the making of

false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the Federal Trade Commission Act, 15 U.S.C. §§ 45(a) and 52.

COUNT TWO
UNSUBSTANTIATED CLAIMS

(as to Defendants APT, Btesh, BMD, PAP, Leszinski and Duitch)

41. Through the means described in Paragraphs 18-37, including through the use of consumer testimonials and "expert" endorsements, Defendants APT, Btesh, BMD, PAP, Leszinski and Duitch have represented, expressly or by implication, that:

- (a) the Pound A Patch causes weight loss;
- (b) the Pound A Patch causes substantial weight loss in all users;
- (c) users of the Pound A Patch will lose substantial weight, including as much as 3-5 pounds per week, by applying the Pound A Patch to their skin;
- (d) the Pound A Patch boosts metabolism to a level that causes significant weight loss;
- (e) the Pound A Patch suppresses appetite to a level that causes significant weight loss;
- (f) the Pound A Patch causes users to burn substantial calories, including as much as 4,000 calories every three days;
- (g) the Pound A Patch causes fat loss;
- (h) the Pound A Patch reduces fat cell production; and
- (i) the Pound A Patch delivers its active ingredients into the bloodstream more quickly and efficiently than pills taken orally.

42. Defendants APT, Btesh, BMD, PAP, Leszinski and Duitch did not possess and rely upon a reasonable basis that substantiated the representations set forth in Paragraph 41 at the time the representations were made. Therefore, the making of the representations set forth in Paragraph 41 constitutes a deceptive practice, and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, respectively, 15 U.S.C. §§ 45(a) and 52.

COUNT THREE
STARKMAN EXPERT ENDORSEMENT

43. Through the means described in Paragraph 31, Defendant Starkman, appearing as an expert endorser, has represented, expressly or by implication, that:

- (a) the Pound A Patch causes weight loss;
- (b) the Pound A Patch boosts metabolism to a level that causes significant weight loss;
- (c) the Pound A Patch suppresses appetite to a level that causes significant weight loss;
- (d) the Pound A Patch reduces fat cell production; and
- (e) the Pound A Patch delivers its active ingredients into the bloodstream more quickly and efficiently than pills taken orally.

44. Defendant Starkman did not possess and rely upon a reasonable basis that substantiated the representations set forth in Paragraph 43 at the time the representations were made.

Moreover, Defendant Starkman did not exercise his purported expertise in evaluating weight loss treatments, in the form of an examination or testing of the Pound A Patch at least as extensive as an expert in that field would normally conduct in order to support the conclusions presented in the endorsement. Therefore, the making of the representations set forth in Paragraph 43 constitutes a deceptive practice, and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

CONSUMER INJURY

45. Consumers throughout the United States have suffered substantial monetary loss as a result of Defendants' unlawful acts or practices. In addition, Defendants have been unjustly enriched as a result of their unlawful 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

46. 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 the FTC Act. The Court, in the exercise of its equitable jurisdiction, may award other ancillary relief, including but not

limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains, to prevent and remedy injury caused by Defendants' law violations.

PRAYER FOR RELIEF

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

1. Permanently enjoin the Defendants from violating Sections 5(a) and 12 of the FTC Act as alleged herein, including committing such violations in connection with the advertising or sale of food, drugs, dietary supplements, devices, cosmetics or other products, services or programs;

2. Award the Plaintiff all temporary and preliminary injunctive and ancillary relief that may be necessary to avert the likelihood of consumer injury during the pendency of this action, and to preserve the possibility of effective and final relief;

3. Award such equitable relief as the Court finds necessary to redress injury to consumers resulting from the Defendants' violations of Sections 5(a) and 12 of the FTC Act, including but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains by the Defendants and Relief Defendants; and

4. Award the Plaintiff the costs of bringing this action and such other equitable relief as the Court may determine to be just and proper.

Dated: _____

Respectfully submitted,

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General Counsel

ELAINE D. KOLISH
Associate Director for Enforcement

JONI LUPOVITZ
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Table of Exhibits

Exhibit 1:	Videotape 236, Peel Away the Pounds Infomercial
Exhibit 2:	Transcript of Infomercial Videotape 236
Exhibit 3:	Videotape 260, Peel Away the Pounds Infomercial
Exhibit 4:	Transcript of Infomercial Videotape 260
Exhibit 5:	BMD/PAP Website
Exhibit 6:	APT Website
Exhibit 7:	Print Advertisement