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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

LATINOS GROUP PROMOTIONS,
and JORGE CARPINTEYRO,

Defendants.

Case No.

**STIPULATED FINAL JUDGMENT
FOR PERMANENT INJUNCTION AND
OTHER EQUITABLE RELIEF**

WHEREAS Plaintiff, the Federal Trade Commission
("Commission" or "FTC"), has commenced this action by filing the
Complaint herein; Defendants Latinos Group Promotions and Jorge
Carpinteyro have waived service of the Summons and Complaint;
and the parties have agreed to settlement of this action
upon the following terms and conditions, without

Stipulated Final Judgment

1 adjudication of any issue of fact or law and without Defendants
2 admitting liability for any of the matters alleged in the
3 Complaint;

4 THEREFORE, upon stipulation of Plaintiff and Defendants, it
5 is hereby ORDERED, ADJUDGED, and DECREED as follows:

6
7 **FINDINGS**

8 A. This Court has jurisdiction over the subject matter of
9 this case and jurisdiction over all parties.

10 B. Venue in the Northern District of California is proper
11 under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b).

12 C. The activities of Defendants are in or affecting
13 commerce, as defined in the FTC Act, 15 U.S.C. § 44.

14 D. The Complaint states a claim upon which relief can be
15 granted against the Defendants under Sections 5(a), 12, and
16 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C.
17 §§ 45(a), 52, and 53(b).

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

23 F. Each party shall bear its own costs and attorneys' fees.

24 G. Entry of this Order is in the public interest.

1 **DEFINITIONS**

2 For purposes of this Order, the following definitions shall
3 apply:

4 A. Unless otherwise specified, "Defendants" means
5 Defendants Latinos Group Promotions ("Latinos Group") and Jorge
6 Carpinteyro.

7 B. "Commerce" means as defined in Section 4 of the Federal
8 Trade Commission Act, 15 U.S.C. § 44.

9 C. "Competent and reliable scientific evidence" means
10 tests, analyses, research, studies, or other evidence based on
11 the expertise of professionals in the relevant area, that have
12 been conducted and evaluated in an objective manner by persons
13 qualified to do so, using procedures generally accepted in the
14 profession to yield accurate and reliable results.

15 D. "Covered product or service" means any weight loss
16 product, or any dietary supplement, food, drug, device, or
17 health-related service or program.

18 E. "Endorsement" means as defined in 16 C.F.R. § 255.0(b).

19 F. "Food," "drug," and "device" mean as "food," "drug," and
20 "device" are defined in Section 15 of the Federal Trade
21 Commission Act, 15 U.S.C. § 55.

22 G. "FTC" or "Commission" means the Federal Trade
23 Commission.

24 H. A requirement that Defendants "notify the Commission"
25 means that the Defendants shall send the necessary information
26 via first class mail, costs prepaid, to the Regional Director,

1 Western Region, Federal Trade Commission, 901 Market Street,
2 Suite 570, San Francisco, CA 94103; Attn: FTC v. Latinos Group
3 Promotions.

4 I. "Weight loss product" means any product, program, or
5 service designed, used, or purported to produce weight loss,
6 reduction or elimination of fat; or to prevent weight gain, in a
7 user of the product, program, or service.

8 J. The term "including" in this Order means "including,
9 without limitation."

10 K. The terms "and" and "or" in this Order shall be
11 construed conjunctively or disjunctively as necessary, to make
12 the applicable phrase or sentence inclusive rather than
13 exclusive.

14
15 I.

16 **CONDUCT PROVISIONS**

17 **IT IS THEREFORE ORDERED** that Defendants, and their officers,
18 agents, servants, employees, and representatives, and all
19 persons and entities in active concert or participation with
20 them who receive actual notice of this Order by personal service
21 or otherwise, whether acting directly or through any
22 corporation, subsidiary, division, or other entity, in
23 connection with the labeling, advertising, promotion, offering
24 for sale, sale, or distribution of the following products, in or
25 affecting commerce, are hereby permanently enjoined from
26 representing, in any manner, expressly or by implication,

1 including through the use of endorsements or trade name, that:

- 2 A. Essiac Formula, or any substantially similar product,
3 causes rapid and substantial weight loss without the
4 need to increase exercise or reduce caloric intake; or
5 B. Essiac Formula, or any substantially similar product,
6 causes permanent weight loss.

7
8 **II.**

9 **IT IS FURTHER ORDERED** that Defendants, and their officers,
10 agents, servants, employees, and representatives, and all
11 persons and entities in active concert or participation with
12 them who receive actual notice of this Order by personal service
13 or otherwise, whether acting directly or through any
14 corporation, subsidiary, division, or other entity, in
15 connection with the labeling, advertising, promotion, offering
16 for sale, sale, or distribution of the following products, in or
17 affecting commerce, are hereby permanently enjoined from
18 representing, in any manner, expressly or by implication,
19 including through the use of endorsements or trade name, that:

- 20 A. Arcomig, or any substantially similar product,
21 significantly lowers serum cholesterol levels without
22 any change in the user's diet;
23 B. Arcomig, or any substantially similar product, treats,
24 causes remission in, or cures cancer, including but not
25 limited to, leukemia, bone cancer, lung cancer, stomach
26 cancer, and tumors;

1 C. Arcomig, or any substantially similar product, treats or
2 cures diabetes;

3 D. Arcomig, or any substantially similar product, treats or
4 cures lupus;

5 E. Arcomig, or any substantially similar product, treats or
6 cures tinnitus; or

7 F. Arcomig, or any substantially similar product, makes
8 conventional treatments unnecessary for persons with
9 serious diseases, such as cancer and diabetes;

10 unless the representation is true and, at the time the
11 representation is made, Defendants possess and rely upon
12 competent and reliable scientific evidence that substantiates
13 the representation.

14
15 **III.**

16 **IT IS FURTHER ORDERED** that Defendants, and their officers,
17 agents, servants, employees, and representatives, and all
18 persons and entities in active concert or participation with
19 them who receive actual notice of this Order by personal service
20 or otherwise, whether acting directly or through any
21 corporation, subsidiary, division, or other entity, in
22 connection with the labeling, advertising, promotion, offering
23 for sale, sale, or distribution of the following products, in or
24 affecting commerce, are hereby permanently enjoined from
25 representing, in any manner, expressly or by implication,
26 including through the use of endorsements or trade name, that:

1 A. Essiac Formula, or any substantially similar product,
2 significantly lowers serum cholesterol levels without
3 any change in the user's diet;

4 B. Essiac Formula, or any substantially similar product,
5 treats, causes remission in, or cures cancer and tumors;
6 or

7 C. Essiac Formula, or any substantially similar product,
8 treats diabetes;

9 unless the representation is true and, at the time the
10 representation is made, Defendants possess and rely upon
11 competent and reliable scientific evidence that substantiates
12 the representation.

13
14 **IV.**

15 **IT IS FURTHER ORDERED** that Defendants, and their officers,
16 agents, servants, employees, and representatives, and all
17 persons and entities in active concert or participation with
18 them who receive actual notice of this Order by personal service
19 or otherwise, whether acting directly or through any
20 corporation, subsidiary, division, or other entity, in
21 connection with the labeling, advertising, promotion, offering
22 for sale, sale, or distribution of any covered product or
23 service in or affecting commerce, are hereby permanently
24 enjoined from misrepresenting, in any manner, expressly or by
25 implication, including through the use of endorsements or trade
26 name, that such product has been approved, endorsed, or

1 recommended by any government agency, including the United
2 States Food and Drug Administration ("FDA").
3

4 **V.**

5 **IT IS FURTHER ORDERED** that Defendants, and their officers,
6 agents, servants, employees, and representatives, and all
7 persons and entities in active concert or participation with
8 them who receive actual notice of this Order by personal service
9 or otherwise, whether acting directly or through any
10 corporation, subsidiary, division, or other entity, in
11 connection with the labeling, advertising, promotion, offering
12 for sale, sale, or distribution of any covered product or
13 service, in or affecting commerce, shall not misrepresent, in
14 any manner, expressly or by implication, the existence,
15 contents, validity, results, conclusions, or interpretations of
16 any test, study, or research.
17

18 **VI.**

19 **IT IS FURTHER ORDERED** that Defendants, and their officers,
20 agents, servants, employees, and representatives, and all
21 persons and entities in active concert or participation with
22 them who receive actual notice of this Order by personal service
23 or otherwise, whether acting directly or through any
24 corporation, subsidiary, division, or other entity, in
25 connection with the labeling, advertising, promotion, offering
26 for sale, sale, or distribution of any covered product or
27

1 service, in or affecting commerce, are hereby permanently
2 enjoined from making any representation, expressly or by
3 implication, including through the use of endorsements or trade
4 name:

5 A. That such product significantly lowers serum cholesterol
6 levels without any change in the user's diet;

7 B. That such product alleviates the effects of heavy metal
8 poisoning, including poisoning from aluminum, lead, or
9 mercury;

10 C. That such product is effective in the mitigation,
11 treatment, prevention, or cure of lupus, arthritis,
12 rheumatism, osteoporosis, uric acid, migraines, cancer,
13 leukemia, tumors, asthma, tinnitus, depression,
14 impotence, diabetes, diseases caused by poor blood
15 circulation, diseases affecting the heart, lungs, liver,
16 kidney, or digestive system, kidney and urinary tract
17 stones, indigestion, diarrhea, internal hemorrhaging,
18 constipation, or any illness which is affected by a
19 lowered or weakened immune system;

20 D. That such product prevents degenerative diseases;

21 E. That such product makes conventional treatments
22 unnecessary for persons with serious diseases, such as
23 cancer and diabetes;

24 F. That such product causes weight loss; or

25 G. About the health benefits, performance, efficacy, safety
26 or side effects of such product or service;

1 unless, at the time the representation is made, they possess and
2 rely upon competent and reliable scientific evidence that
3 substantiates the representation.
4

5 **VII.**

6 **FOOD AND DRUG REGULATIONS**

7 **IT IS FURTHER ORDERED** that nothing in this Order shall
8 prohibit Defendants from making any representation for any drug
9 that is permitted in the labeling for such drug under any
10 tentative final or final standard promulgated by the FDA, or
11 under any new drug application approved by the FDA. Nothing in
12 this Order shall prohibit Defendants from making any
13 representation for any product that is specifically permitted in
14 labeling for such product by regulations promulgated by the FDA
15 pursuant to the Nutrition Labeling and Education Act of 1990.
16

17 **VIII.**

18 **MONETARY RELIEF**

19 **IT IS FURTHER ORDERED** that:

20 A. Judgment in the amount of nine hundred ninety thousand
21 and seventeen dollars (\$990,017) is hereby entered in
22 favor of the Commission against defendants, for
23 equitable monetary relief; provided, however, that this
24 judgment shall be suspended subject to the conditions
25 set forth in Paragraph IX of this Order.

26 B. All funds paid pursuant to this section shall be

1 deposited into a fund administered by the FTC or its
2 designated agent to be used for equitable relief,
3 including, but not limited to, restitution and any
4 attendant expenses for the administration of any
5 monetary fund. In the event that direct restitution for
6 consumers is wholly or partially impracticable or funds
7 remain after restitution is completed, the FTC may apply
8 any remaining funds for any other equitable relief
9 (including consumer information remedies) that it
10 determines to be reasonably related to the Defendants'
11 practices alleged in the complaint. Any funds not used
12 for this equitable relief shall be deposited into the
13 U.S. Treasury as disgorgement. Defendants shall have no
14 right to challenge the FTC's choice of remedies under
15 this section.

16 C. Proceedings instituted under this Paragraph are in
17 addition to, and not in lieu of, any other civil or
18 criminal remedies that may be provided by law, including
19 any other proceedings the Commission may initiate to
20 enforce this Order.

21 D. The FTC and Defendants acknowledge and agree that no
22 portion of this judgment for equitable monetary relief
23 shall be deemed a fine, penalty, punitive assessment, or
24 forfeiture.

1 IX.

2 TERMINATION OF SUSPENSION

3 IT IS FURTHER ORDERED that the Commission's agreement to, and
4 the Court's approval of, this Order is expressly premised
5 upon the truthfulness, accuracy, and completeness of defendants'
6 financial conditions, as represented in their financial
7 statements dated February 9, 2005 and February 16, 2005,
8 including attachments, and in any other documents submitted by
9 defendants, upon which the Commission relied in negotiating and
10 agreeing to the terms of this Order. If, upon motion by the
11 Commission to the Court, the Court finds the defendants, in the
12 above-referenced financial statements and information, failed to
13 disclose any material asset, materially misrepresented the value
14 of any asset, or made any other material misrepresentation or
15 omission, the suspension of the monetary judgment will be
16 terminated and the entire judgment amount of nine hundred ninety
17 thousand and seventeen dollars (\$990,017), representing the
18 approximate amount of consumer injury, will become immediately
19 due and payable, less any payments already made. For purposes
20 of this Paragraph, and any subsequent proceedings to enforce
21 payment, including but not limited to a non-dischargeability
22 complaint filed in bankruptcy proceedings, defendants waive any
23 right to contest any of the allegations set forth in the
24 Complaint filed in this matter or the nine hundred ninety
25 thousand and seventeen dollars (\$990,017) judgment referenced
26 above.

1 X.

2 NOTIFICATION TO CONSUMERS AND RESELLERS

3 IT IS FURTHER ORDERED that Defendants shall:

- 4 A. Within seven (7) days after service of this Order upon
5 Defendants, deliver to the Commission a list, in the
6 form of a sworn affidavit, of all consumers who
7 purchased an Essiac or Arcomig product from Defendants.
8 Such list shall include each consumer's name and
9 address, and, if available, the telephone number and
10 email address of each consumer and the full purchase
11 price, including shipping, handling, and taxes, of any
12 Essiac or Arcomig product purchased from Defendants; and
- 13 B. Within thirty (30) days after service of this Order upon
14 Defendants, send by first class mail, with postage
15 prepaid, exact copies of the English and Spanish notices
16 attached hereto as Attachments A-B, showing the date of
17 mailing, to each person who purchased Defendants'
18 Arcomig product. This mailing shall not include any
19 other document.
- 20 C. Within thirty (30) days after service of this Order upon
21 Defendants, send by first class mail, with postage
22 prepaid, exact copies of the English and Spanish notices
23 attached hereto as Attachments C-D, showing the date of
24 mailing, to each person who purchased Defendants' Essiac
25 product. This mailing shall not include any other
26 document.

1 days of service of this Order upon Defendant. For new
2 personnel, delivery shall occur prior to them assuming
3 their responsibilities.

4 C. For any business where Defendant Jorge Carpinteyro is
5 not a controlling person of a business but otherwise
6 engages in conduct related to the subject matter of this
7 Order, Defendant Jorge Carpinteyro must deliver a copy
8 of this Order to all principals and managers of such
9 business before engaging in such conduct.

10 D. Defendant Latinos Group must secure a signed and dated
11 statement acknowledging receipt of this Order, within
12 thirty days of delivery, from all persons receiving a
13 copy of the Order pursuant to this Part.

14
15 **XII.**

16 **COMPLIANCE MONITORING**

17 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and
18 investigating compliance with any provision of this Order:

19 A. Within ten (10) days of receipt of written notice from a
20 representative of the Commission, Defendants Latinos
21 Group and Jorge Carpinteyro each shall submit additional
22 written reports, sworn to under penalty of perjury;
23 produce documents for inspection and copying; appear for
24 deposition; and/or provide entry during normal business
25 hours to any business location in such Defendants'
26 possession or direct or indirect control to inspect the

1 business operation;

2 B. The Commission is authorized to monitor compliance with
3 this Order by all other lawful means, including but not
4 limited to the following:

5 1. Obtaining discovery from any person, without further
6 leave of court, using the procedures prescribed by
7 Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;

8 2. Posing as consumers and suppliers to Defendants,
9 Defendants' employees, or any other entity managed or
10 controlled in whole or in part by Defendants, without
11 the necessity of identification or prior notice;

12 C. Defendants Latinos Group and Jorge Carpinteyro shall
13 permit representatives of the Commission to interview
14 any employer, consultant, independent contractor,
15 representative, agent, or employee who has agreed to
16 such an interview, relating in any way to any conduct
17 subject to this Order. The person interviewed may have
18 counsel present.

19 *Provided, however,* that nothing in this Order limits the
20 Commission's lawful use of compulsory process, pursuant to
21 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1,
22 to obtain any documentary material, tangible things,
23 testimony, or information relevant to unfair or deceptive
24 acts or practices in or affecting commerce (within the
25 meaning of 15 U.S.C. § 45(a)(1)).

1 XIII.

2 COMPLIANCE REPORTING BY DEFENDANTS

3 IT IS FURTHER ORDERED that, in order that compliance with the
4 provisions of this Order may be monitored:

5 A. For a period of five (5) years from the date of entry of
6 this Order:

7 1. Defendant Jorge Carpinteyro shall notify the
8 Commission of the following:

9 a. Any changes in residence, mailing addresses, and
10 telephone numbers of Defendant Jorge Carpinteyro,
11 within ten (10) days of the date of such change;

12 b. Any changes in employment status (including
13 self-employment) of Defendant Jorge Carpinteyro,
14 and any change in the ownership of Defendant Jorge
15 Carpinteyro in any business entity, within ten (10)
16 days of the date of such change. Such notice shall
17 include the name and address of each business that
18 Defendant Jorge Carpinteyro is affiliated with,
19 employed by, creates or forms, or performs services
20 for; a statement of the nature of the business; and
21 a statement of Defendant Jorge Carpinteyro's duties
22 and responsibilities in connection with the
23 business or employment; and

24 c. Any changes in Defendant Jorge Carpinteyro's name
25 or use of any aliases or fictitious names; and

26 2. Defendants Latinos Group and Jorge Carpinteyro shall

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

21 B. One hundred eighty (180) days after the date of entry of
22 this Order, Defendants Latinos Group and Jorge
23 Carpinteyro each shall provide a written report to the
24 FTC, sworn to under penalty of perjury, setting forth in
25 detail the manner and form in which they have complied
26 and are complying with this Order. This report shall

1 include, but not be limited to:

2 1. For Defendant Jorge Carpinteyro:

3 a. The then-current residence address, mailing
4 addresses, and telephone numbers of Defendant Jorge
5 Carpinteyro;

6 b. The then current employment and business addresses
7 and telephone numbers of Defendant Jorge
8 Carpinteyro, a description of the business
9 activities of each such employer or business, and
10 the title and responsibilities of Defendant Jorge
11 Carpinteyro, for each such employer or business;
12 and

13 c. Any other changes required to be reported under
14 subparagraph A of this Section.

15 2. For Defendants Latinos Group and Jorge Carpinteyro:

16 a. A copy of each acknowledgment of receipt of this
17 Order, obtained pursuant to Section XI;

18 b. Any other changes required to be reported under
19 subparagraph A of this Section.

20 C. For the purposes of this Order, Defendants Latinos Group
21 and Jorge Carpinteyro shall, unless otherwise directed
22 by the Commission's authorized representatives, mail all
23 written notifications to the Commission to: Regional
24 Director, Western Region, Federal Trade Commission, 901
25 Market Street, Suite 570, San Francisco, CA 94103.
26 Attn: FTC v. Latinos Group Promotions (C.D.C.A).

1 D. For purposes of the compliance reporting and monitoring
2 required by this Order, the Commission is authorized to
3 communicate directly with Defendants Latinos Group and
4 Jorge Carpinteyro.

5
6 **XIV.**

7 **RECORD KEEPING PROVISIONS**

8 **IT IS FURTHER ORDERED** that, for a period of eight (8) years
9 from the date of entry of this Order, Defendants and their
10 agents, employees, officers, corporations, successors, and
11 assigns, and those persons in active concert or participation
12 with them who receive actual notice of this Order by personal
13 service or otherwise, are hereby restrained and enjoined from
14 failing to create and retain the following records:

15 A. Accounting records that reflect the cost of goods or
16 services sold, revenues generated, and the disbursement
17 of such revenues;

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

25 C. Customer files containing the names, addresses,
26 telephone numbers, dollar amounts paid, quantity of

1 products, services, or programs purchased, and
2 description of products, services, or programs
3 purchased, to the extent such information is obtained in
4 the ordinary course of business;

5 D. Complaints and refund requests (whether received
6 directly, indirectly, or through any third party) and
7 any responses to those complaints or requests;

8 E. Copies of all advertisements, promotional materials,
9 sales scripts, training materials, or other materials
10 utilized in the advertising, labeling, promotion,
11 offering for sale, distribution or sale of any product,
12 service, or program;

13 F. All other documents evidencing or referring to the
14 accuracy of any claim contained in the materials
15 identified in Subpart E or to the safety or efficacy of
16 any product, service, or program, including, but not
17 limited to, all tests, reports, studies, demonstrations,
18 or other evidence that confirm, contradict, qualify, or
19 call into question the safety or efficacy of any such
20 product, service, or program; and

21 G. Records accurately reflecting the name, address, and
22 telephone number of each manufacturer or laboratory
23 engaged in the development or creation of any testing
24 obtained for the purpose of advertising, labeling,
25 promoting, offering for sale, distributing, or selling
26 any product, service, or program.

1 H. All records and documents necessary to demonstrate full
2 compliance with each provision of this Order, including,
3 but not limited to, copies of acknowledgments of
4 receipt, required by Section XI, and all reports
5 submitted to the FTC pursuant to Section XIII.
6

7 **XV.**

8 **ACKNOWLEDGMENT OF RECEIPT OF ORDER**

9 **IT IS FURTHER ORDERED** that Defendants, within five (5)
10 business days of receipt of this Order as entered by the Court,
11 must submit to the Commission a truthful sworn statement
12 acknowledging receipt of this Order.
13

14 **XVI.**

15 **RETENTION OF JURISDICTION**

16 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of
17 this matter for purposes of construction, modification, and
18 enforcement of this Order.
19

20 **XVII.**

21 **SCOPE OF ORDER**

22 **IT IS FURTHER ORDERED** that this Order resolves only claims
23 against the named Defendants and does not preclude the
24 Commission from initiating further action or seeking any remedy
25 against any other persons or entities, including without
26 limitation persons or entities who may be subject to portions of

1 this Order by virtue of actions taken in concert or
2 participation with Defendants, and persons or entities in any
3 type of indemnification or contractual relationship with
4 Defendants.

5
6
7 **SO ORDERED:**

8 **JUDGMENT IS THEREFORE ENTERED** in favor of Plaintiff and
9 against Defendants, pursuant to all the terms and conditions
10 recited above.

11
12 Dated this _____ day of _____, 2005.

13
14 _____
15 [NAME]
16 UNITED STATES DISTRICT JUDGE

17 FOR THE PLAINTIFF:

18 WILLIAM BLUMENTHAL
19 General Counsel

20 JEFFREY A. KLURFELD
21 Regional Director

FOR THE DEFENDANTS:

22 By: _____
23 JORGE CARPINTEYRO,
24 Individually and as
25 President of Latinos
26 Group Promotions

Dated: March _____, 2005

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ATTACHMENT A

**LETTER TO CONSUMERS (INCLUDING DISTRIBUTORS) WHO PURCHASED
ARCOMIG FROM DEFENDANTS PRIOR TO THE EXECUTION OF THIS ORDER**

[To be printed on letterhead of Latinos Group Promotions, and enclosed in an envelope bearing the words, "Important Health Information Inside"/"Contiene Informacion Importante para su Salud"]

[Name and address of recipient] [Date]

Dear [Recipient's Name]:

You bought Arcomig, which my company called a "health drink." The U.S. Federal Trade Commission said our advertising for Arcomig misled you, which is against the law. I agreed to send you this letter, but I do not agree that I broke the law.

Contrary to our advertisements, Arcomig has not been "approved" by the U.S. government for any use. In fact, no scientific studies show that Arcomig fights cancer or any other disease.

If you have a serious disease, such as cancer, diabetes, lupus, high cholesterol, or tinnitus, see your doctor or another health care professional for treatment. Please tell your doctor about every product you take, including Arcomig, because any product you take can affect your other treatments or medicines. Most importantly, always seek medical advice before you give Arcomig to children.

If you would like more information on the settlement my

1 company, Latinos Group Promotions, entered with the FTC, visit
2 ftc.gov.

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Sincerely,

Jorge Carpinteyro
Latinos Group Promotions

1 ANEXO B

2 CARTA DIRIGIDA A LOS CONSUMIDORES (DISTRIBUIDORES INCLUIDOS) QUE
3 COMPRARON EL PRODUCTO ARCOMIG A LOS DEMANDADOS EN FECHA PREVIA A
4 LA DE LA EJECUCIÓN DE LA PRESENTE ORDEN

5
6 [To be printed on letterhead of Latinos Group Promotions, and
7 enclosed in an envelope bearing the words, "Important Health
8 Information Inside"/"Contiene Informacion Importante para su
9 Salud"]

10 [Name and address of recipient] [Date]

11 [Estimado/a [recipient's name]:

12
13 Usted compró el producto Arcomig, al cual mi compañía
14 llamó "bebida saludable". La Comisión Federal de Comercio de los
15 Estados Unidos (U.S. *Federal Trade Commission*, FTC) dijo que
16 nuestra publicidad para el producto Arcomig lo engañó, lo cual
17 es contrario a la ley. He acordado en enviar la presente carta,
18 pero no he consentido en admitir que he violado la ley.

19 Contrariamente a lo expresado en nuestros anuncios
20 publicitarios, Arcomig no ha sido "aprobado" por el gobierno de
21 los Estados Unidos para ningún tipo de uso. En realidad, no se
22 han realizado estudios científicos que demuestren que Arcomig
23 sea efectivo para combatir el cáncer ni ninguna otra enfermedad.

24 Si usted padece de una enfermedad grave, como por ejemplo
25 cáncer, diabetes, lupus, colesterol alto o zumbido en los oídos
26 -también llamado tinitus- consulte a su médico u otro

1 profesional de atención de la salud para que le recomiende el
2 tratamiento adecuado. Por favor, si está tomando algún
3 producto, incluido Arcomig, infórmeselo a su médico ya que
4 cualquier producto que usted tome puede afectar su tratamiento o
5 estar contraindicado con los medicamentos que consuma. Pero
6 principalmente, antes de suministrarle Arcomig a los niños,
7 siempre procure el consejo profesional de un médico.

8 Si desea obtener mayor información sobre el acuerdo de
9 resolución logrado entre mi compañía *Latinos Group Promotions* y
10 la FTC, por favor visite en Internet ftc.gov.

11
12 Atentamente,

13
14
15 Jorge Carpinteyro
16 Latinos Group Promotions
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1 treatments or medicines.

2 If you would like more information on the settlement my
3 company, Latinos Group Promotions, entered with the FTC, visit
4 ftc.gov.

5

6

Sincerely,

7

8

Jorge Carpinteyro

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Latinos Group Promotions

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1 ANEXO D

2 CARTA DIRIGIDA A LOS CONSUMIDORES (DISTRIBUIDORES INCLUIDOS) QUE
3 LE COMPRARON EL PRODUCTO ESSIAC FORMULA A LOS DEMANDADOS EN
4 FECHA PREVIA A LA DE LA EJECUCIÓN DE LA PRESENTE ORDEN
5

6 [To be printed on letterhead of Latinos Group Promotions, and
7 enclosed in an envelope bearing the words, "Important Health
8 Information Inside"/"Contiene Informacion Importante para su
9 Salud"]

10
11 [Name and address of recipient] [Date]

12 Estimado/a [recipient's name]:

13 Usted compró el té en polvo Essiac Formula, al cual mi
14 compañía llamó "cura para el cáncer". La Comisión Federal de
15 Comercio de los Estados Unidos (*U.S. Federal Trade Commission,*
16 *FTC*) dijo que nuestra publicidad para el producto Essiac Formula
17 lo engañó, lo cual es contrario a la ley. He acordado en enviar
18 la presente carta, pero eso no significa que he admitido que he
19 violado la ley.

20 Se ha realizado muy poca investigación científica sobre el
21 producto Essiac Formula. En realidad, la investigación
22 realizada demuestra que Essiac no es efectivo para combatir el
23 cáncer ni ninguna otra enfermedad.

24 Científicos estan de acuerdo en que el té no achica
25 tumores o reduce su crecimiento. Pero algunas personas que
26 consumen Essiac padecen de vómitos, náuseas o sufren otros

1 efectos colaterales.

2
3 Si usted tiene cáncer o alguna otra enfermedad grave,
4 consulte a su médico u otro profesional de atención de la salud
5 para que le recomiende el tratamiento adecuado. Por favor, si
6 está tomando algún producto, incluido Essiac Formula,
7 infórmesele a su médico ya que cada uno de los productos que
8 usted tome puede afectar su tratamiento o estar contraindicado
9 con los medicamentos que consuma.

10 Si desea obtener mayor información sobre el acuerdo de
11 resolución logrado entre mi compañía *Latinos Group Promotions* y
12 la FTC, por favor visite en Internet ftc.gov.

13
14 Atentamente,

15
16 Jorge Carpinteyro

17 Latinos Group Promotions
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