

**IN THE UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**In the Matter of**

**DYNAMIC HEALTH OF FLORIDA, LLC,  
CHHABRA GROUP, LLC,  
DBS LABORATORIES, LLC,  
Limited liability companies,**

**VINCENT K. CHHABRA,  
Individually and as an officer of  
Dynamic Health of Florida, LLC,  
And Chhabra Group, LLC, and**

**JONATHAN BARASH,  
Individually and as an officer of  
DBS Laboratories, LLC.**

**DOCKET NO. 9317**

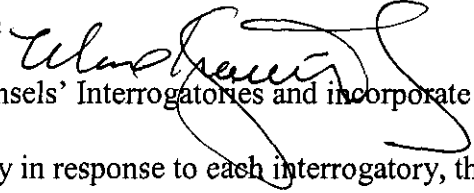
**RESPONDENTS' RESPONSE TO COMPLAINT COUNSEL'S FIRST SET OF  
INTERROGATORIES TO RESPONDENTS**

COMES NOW, Respondents Dynamic Health of Florida LLC, Chhabra Group, LLC, and Vineet Chhabra ("Respondents" when applicable to all three Respondents), and pursuant to Rule 3.35 of the Federal Trade Commission's Rules of Practice, object and respond to Complaint Counsel's Second Set of Interrogatories ("Interrogatories") as set forth below.

Respectfully Submitted,

  
MAX KRAVITZ (Ohio Reg. 0023765)  
KRAVITZ & KRAVITZ  
145 East Rich Street  
Columbus, Ohio 43215  
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General Objections



Respondents collectively object to Complaint Counsel's Interrogatories and incorporate into each of its specific responses below as if set forth fully in response to each interrogatory, the following general objections. Respondents' responses to these requests reflect counsel's best information as of the date of this response. Discovery is continuing and the responses are given with the caveat that as discovery continues, Respondents may modify, amend, and supplement certain responses. Where an interrogatory or other discovery request is answered or discovery provided, the answer and/or discovery is provided subject to and without waiver of the general objections set forth herein, and each specific objection set forth in the answer.

A. Respondents incorporate by reference Respondents' Motion to Compel Compliance with 16 C.F.R. § 3.35 ("Motion to Compel"), filed contemporaneously with this pleading, as if specifically set forth anew in this pleading. The Interrogatories are attached to Respondents' Motion to Compel and marked as Exhibit A. According to the August 2, 2004 Scheduling Order in this case, Complaint Counsel is only permitted to propound a total of fifty (50) interrogatories. Respondents have not stipulated to respond to any interrogatories propounded in excess of this limit. All Respondents object to the format of Complaint Counsel's Interrogatories. Respondent Dynamic Health objects to this set of Interrogatories to the extent that the number of individual interrogatories, including subparts, exceeds the allotted number of interrogatories, and thereby refuses to answer any interrogatories subsequent to Interrogatory Number Two.

B. Respondents object to Complaint Counsel's Interrogatories to the extent that such discovery seeks disclosure of any information, materials, and/or communications protected by applicable privileges and immunities, including but not limited to the attorney-client privilege,

physician-patient privilege, fifth amendment privilege (for Respondent Vineet Chhabra) and work product immunity. To the extent possible, when information is withheld pursuant to this objection, it shall be identified to the extent required.

C. At this time, information and documents that *may* be responsive to Complaint Counsel's Interrogatories are being held by the United States Attorneys' Office for the Eastern District of Virginia, or the United States Attorneys' Office, Office of Consumer Litigation, Washington, DC, or under the jurisdiction and supervision of the United States District Court for the Eastern District of Virginia, Alexandria Division, or in the possession or control of the Federal Bureau of Investigation, Drug Enforcement Administration or Food and Drug Administration. These documents, which were seized pursuant to search warrants executed at the residence of Mr. Chhabra in Golden Beach, Florida, or at the offices of Dynamic Health of Florida, LLC and Chhabra Group, LLC at 1455 North Park Drive, Weston, Florida, on or about December 3, 2003, are not available for the preparation of Respondents' responses to these interrogatories. Presumably, these documents have been made available to Complaint Counsel, or are available to Complaint Counsel upon request to the appropriate divisions of the government. If Complaint Counsel is able to obtain relevant documents to this case from these agencies, Respondents request that copies be made available to them.

D. Respondents reserve the right to respond to Complaint Counsel's Interrogatories, where applicable, by producing responsive documents, if any, in accordance with the civil rules. Respondents generally object, however, to producing in response to any interrogatory or document request, any documents or things which are (1) not in the possession, custody, or control of Respondents; (2) are already in the possession, custody, or control of Complaint

Counsel; or (3) publicly available or otherwise as available to Complaint Counsel as to Respondents.

Attached to Respondents' Responses to Complaint Counsel's First Request to Respondents for Production of Documentary Materials and Tangible Things are three voluntary responses sent by Arent Fox on behalf of DBS Laboratories, LLC, to Janet Evans, attorney for the Federal Trade Commission, dated December 13, 2003, December 17, 2003 and February 3, 2004. Because the burden of deriving or ascertaining responses to the interrogatory requests set forth below is substantially the same for both parties concerning the Arent Fox voluntary disclosures that were sent to Complaint Counsel prior to the institution of this lawsuit, all responses by Dynamic Health of Florida, LLC set forth below incorporate by reference all of the voluntary disclosures by Arent Fox as if specifically set forth anew, notwithstanding that Dynamic Health is only obligated to answer the first fifty (50) interrogatories, including sub-parts.

E. Respondents generally object to Complaint Counsel's request for interrogatories to the extent that the instructions and definitions contained therein attempt to place an obligation or responsibility on Respondents to provide responses or information not required by the Federal Rules of Civil Procedure or Rules of the Federal Trade Commission.

F. In responding to Complaint Counsel's Interrogatories, Respondents are not waiving any objection or failure to claim any privilege available to them, including but not limited to, the attorney-client privilege, work product privilege or any other privilege available by statute or rule of common law. Respondents' objections and/or responses are conditioned specifically on the understanding that the disclosure of information to which any claim of privilege is applicable shall be deemed inadvertent and does not constitute a waiver of any such claim or privilege.

G. Respondents' objections and responses to Complaint Counsel's Interrogatories are made on the basis of facts and circumstances as they are presently known. Respondents have not completed their investigation of all the facts relating to this case, their discovery in or analysis of this action, and have not completed preparation for trial. Counsel for Respondents has not been able to travel to Florida to meet with potentially knowledgeable parties and witnesses since the service of these Interrogatories due to circumstances beyond his control that are more fully set forth in prior pleadings.<sup>1</sup> In addition, Respondents have been severely hampered in effectively defending this action due to a restraining order issued by the United States District Court for the Eastern District of Virginia, Alexandria Division, Brinkema, J., prevailing, that restrains and forfeits all of Mr. Chhabra's and Chhabra Group, LLC's assets. Dynamic Health is no longer in business. The restraining order is set forth in prior pleadings.

Accordingly, the following responses are provided without prejudice to Respondents' right to introduce at trial any evidence subsequently discovered. Respondents further reserve the right to supplement their responses to Complaint Counsel's Interrogatories based upon new discovery of evidence or information of which Respondents are not presently aware, or otherwise, as necessary. Respondents reserve their right to rely at any time on information that is subsequently discovered or was omitted from response as a result of mistake, error, oversight, or inadvertence.

H. Respondents' objections and responses are based on their understanding and interpretation of Complaint Counsel's Interrogatories. If Respondents understand or interpret any of Interrogatories differently than Complaint Counsel, Respondents reserve the right to supplement any of these objections or responses.

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<sup>1</sup> Respondents' counsel has had an opportunity to have telephonic conversations with his clients.

I. Respondents object to the Interrogatories because they are duplicative, vague, ambiguous, overbroad and unduly burdensome. The Document Requests are also overbroad and unduly burdensome, time-consuming and costly considering that the gross sales of Pedia Loss and Fabulously Feminine totaled approximately \$19,000 and neither product has been offered for sale for approximately one year.

J. Respondents object to the Interrogatories to the extent that they purport to impose burdens or duties upon Respondents that exceed the scope of permissible discovery under the Federal Trade Commission rules and the provisions of the Pretrial Scheduling Order.

K. There are no time periods set forth in the Interrogatories, thereby exacerbating the ambiguous, overbroad and unduly burdensome nature of the Interrogatories. See Instructions, No. 1, p.6.

Incorporation of Voluntary Submissions by Arent Fox Kintner Plotkin & Kahn, PLLC

Respondents incorporate by reference the voluntary submissions by the law firm on Arent Fox on behalf of DBS Laboratories, LLC. These submissions were made on December 12, 2003, December 17, 2003 and on February 3, 2004. A summary of these submissions is attached to Respondents' Response to Complaint Counsel's First Request for Documentary Materials and Tangible Things and labeled as Exhibits A, B and C respectively in that pleading..

Interrogatory Responses of Vineet Chhabra

Mr. Chhabra objects to all Interrogatories on the basis of the General Objections A through K set forth above. Mr. Chhabra incorporates by reference any objections set forth in the interrogatory responses of Dynamic Health of Florida, LLC, as set forth below.

Mr. Chhabra objects to answering any of the Interrogatories since it is not clear whether the Interrogatories have been submitted to him individually. It is the position of Mr. Chhabra

that Interrogatories have been not been submitted to him individually as required by the rules. Mr. Chhabra objects to the Interrogatory answers of any other party being considered “collectively” as his own answers. See, Interrogatories, No. 14, p.5. Even if the vague and unintelligible Interrogatory requests can be interpreted as being submitted to him in his individual capacity, due to pending charges in the United States District Court for the Eastern District of Virginia, Alexandria Division, and upon the advice of counsel, Mr. Chhabra declines to answer any of the Interrogatories submitted to him based on his fifth amendment privilege against self-incrimination. See, Respondents’ Joint Motion for Protective Order Pursuant to Civil Rule 26(C) and for Stay of Proceedings, July 27, 2004, at 4-7 and cases cited in n.2; *Federal Trade Commission v. Medicor, LLC*, 217 F. Supp. 2d 1048 (C.D.Cal.W.D. 2002).<sup>2</sup> See also, *Estate of Lee B. Fisher v. Commissioner of Internal Revenue*, 905 F.2d 645 (2d Cir. 1990); *Securities and Exchange Commission v. Zimmerman*, 854 F. Supp. 896 (N.D.Ga. 1993).

Interrogatory Responses of Chhabra Group, LLC (“Chhabra Group”)

Chhabra Group objects to providing responses to any Interrogatory requests “collectively” as contemplated in the Instructions to the Interrogatories. It is the position of Chhabra Group that no Interrogatories have been submitted to it individually as required by the rules. Chhabra Group objects to all Interrogatories on the basis of the General Objections A through K set forth above. Chhabra Group incorporates by reference any objections set forth in the interrogatory responses of Dynamic Health of Florida, LLC, as set forth below.

Interrogatory Responses and Objections of Dynamic Health of Florida, LLC (“Dynamic Health”)

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<sup>2</sup> Although the court may draw adverse inferences from their failure of proof, “[t]here must, however, be evidence in addition to the adverse inference to support a court’s ruling. Defendant cited authority supports the proposition that Defendants silence may not lead “directly and without more to the conclusion of guilty or liability. An adverse inference can be drawn when silence is countered by *independent evidence* of the fact being questioned.” *Id.* at 1053 (citations omitted)(emphasis in original).

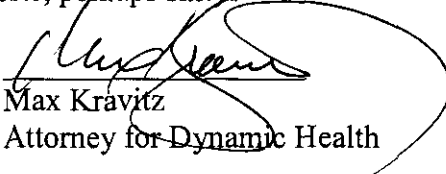
Dynamic Health objects to providing responses to any Interrogatory requests “collectively” as contemplated in the Instructions to the Interrogatories. It is the position of Dynamic Health that no Interrogatories have been submitted to it individually as required by the rules. Dynamic Health objects to all Interrogatories on the basis of the General Objections A through K set forth above.

Notwithstanding the objections set forth above, Dynamic Health responds to the first approximately 150 to 200 interrogatory requests as follows. Counsel for Dynamic Health has renumbered some of Complaint Counsel’s Interrogatories since Dynamic Health has no obligation to answer more than fifty (50) interrogatories according to the August 2, 2004 Scheduling Order. The Interrogatories are renumbered by the designation “( )”.

In the event that the Court permits Complaint Counsel to issue more than fifty (50) interrogatories, Dynamic Health reserves the right to specifically object to any additional interrogatories at the time they are permitted and submitted.

**Interrogatory Number One (1):** Identify all companies owned, managed, or controlled in whole or in part by Respondent Vineet K. Chhabra at any time after January 1, 2001, that played a role in the formulation, manufacture, advertising, promotion, labeling, offering for sale, sale, distribution, customer service, or fulfillment, relating to any dietary supplement (including Dynamic Health of Florida, LLC, Chhabra Group, LLC, DBS Laboratories, LLC, DBS Labs LLC,, Chhabra International Ltd., Dynamic Health International, Kreating, LLC, Chhabra Internet Support Center, LLC, Chhabra Internet Fulfillment Services, LLC, Chhabra Management, LLC, Metability of Florida, LLC, CG Fulfillment, USA Prescription); for each such company, set forth Mr. Chhabra’s title(s) and ownership interest, and describe the services provided by the company with regard to dietary supplement.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection. This interrogatory, including sub-parts, comprises at least thirty different interrogatory requests; perhaps sixty

  
Max Kravitz  
Attorney for Dynamic Health



There seems to be some confusion concerning DBS Laboratories, LLC and DBS Labs, LLC. DBS Laboratories, LLC was owned by Jonathan Barash. Occasionally, for shipping purposes, it used the name "DBS Labs." However DBS Laboratories, LLC was never owned by Vineet Chhabra or Chhabra Group, LLC. At one point in time, there was an agreement for Chhabra International Ltd., an Irish corporation, to purchase an ownership interest in DBS Laboratories, LLC. That agreement, to Dynamic Health's knowledge, was never consummated and Jonathan Barash continued to own 100% of DBS Laboratories, LLC. To Dynamic Health's knowledge, DBS Laboratories, LLC is defunct.

DBS Labs, LLC was formed in 2004. Neither Vineet Chhabra nor Chhabra Group, LLC, Jonathan Barash or DBS Laboratories, LLC has ever owned, and presently do not own, an interest in DBS Labs, LLC. DBS Labs, LLC has never distributed either Fabulously Feminine or Pedia Loss and is not a party to this lawsuit. DBS Labs, LLC was formed after both Fabulously Feminine and Pedia Loss were no longer being sold or distributed.

Information concerning DBS Laboratories, LLC, can be obtained from DBS Laboratories, LLC and Jonathan Barash who were parties to this litigation and have settled their cases with the FTC. Presumably, information can also be obtained concerning DBS Laboratories, LLC from the law firm of Steel, Hector and Davis in Miami, Florida, the United States Attorneys' Office in the Eastern District of Virginia, Alexandria Division, the Florida Secretary of State's office, and the attorneys who represented Jonathan Barash and DBS Laboratories, LLC in this litigation.

Kreating, LLC did the website design and packaging design for DBS Laboratories, LLC. DBS Laboratories, LLC owned the products, the names and the trademarks. DBS Laboratories, LLC received the products from Delta Body Systems in Boca Raton Florida. Vineet Chhabra, Dynamic Health and Chhabra Group, LLC never owned Delta Body Systems or DBS Laboratories, LLC.

Various pharmacies filled internet customer orders for dietary supplements. Chhabra Internet Fulfillment Services may have sent dietary supplements to various pharmacies for distribution to consumers, however Chhabra Internet Fulfillment Services did not distribute to consumers to the best of Dynamic Health's knowledge.

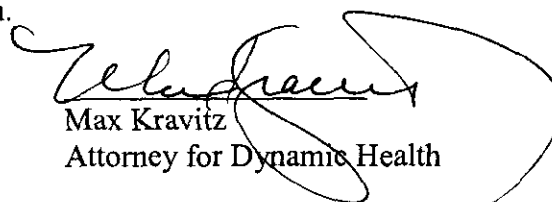
Metability of Florida, LLC and USA Prescription may have provided web hosting services to companies and websites that advertised the products in question. Dynamic Health incorporates by reference the voluntary submissions by Arent Fox on behalf of DBS Laboratories, LLC.

To Dynamic Health's knowledge at this point in time, and subject to the objections set forth above, DBS Labs LLC, Chhabra International Ltd., Dynamic Health International, Chhabra Internet Fulfillment Services, LLC, Chhabra Management, LLC and CG Fulfillment did not play a role in the distribution of Pedia Loss and Fabulously Feminine.

**Interrogatory Number 2:** For each of the following individuals or entities: Hill Knowlton & Samcor, TransMedia Group, Nutrition Formulators, Highland Laboratories, Pharmachem Laboratories, Health Tek Laboratories, Executive Label, Inc., Vineet K. Chhabra, Dr. Alberto Guzman, Guy Regalado, Randi Swatt, Gil Herrera, Arent Fox, and Jonathan Barash, state:

- a. what services the individual or entity provided in connection with the formulation, manufacture, advertising, promotion, labeling, offering for sale, sale, distribution, customer service, or fulfillment, relating to any dietary supplement offered for sale with a label bearing the name "DBS Labs" or "Dynamic Health"; and
- b. how each individual or entity was compensated for their services; if compensation was in the form of monetary payments, describe the account(s) from which the payment was made (by providing the name and address of the financial institution, the name of the account holder, and the account number) and identify the individual(s) with authority to authorize payments from the account(s) at the time compensation was provided.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

Hill Knowlton & Samcor

(2) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

None

(3) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

None

(4) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(5) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(6) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(7) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(8) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(9) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

#### TransMedia Group

(10) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(11) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(12) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(13) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(14) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(15) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(16) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(17) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

#### Nutrition Formulators

(18) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

This information can be obtained from Jonathan Barash. Dynamic Health does not know.

(19) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

This company was the manufacturer of Pedia Loss and Fabulously Feminine.

(20) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(21) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(22) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none. Check with Jonathan Barash.

(23) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(24) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(25) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

#### Highland Laboratories

(26) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(27) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(28) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(29) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(30) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(31) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(32) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(33) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

#### Pharmachem Laboratories

(34) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(35) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(36) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(37) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(38) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(39) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(40) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(41) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

#### Health Tek Laboratories

(42) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(43) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(44) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(45) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(46) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(47) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(48) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(49) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Executive Label, Inc.

(50) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(51) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(52) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

This company printed the labels for Pedia Loss and Fabulously Feminine.

(53) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer to interrogatory #52.

(54) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer to interrogatory #52.



(55) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(56) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(57) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Vineet K. Chhabra

(58) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(59) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(60) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Dynamic Health is not sure what role, if any, Vineet Chhabra personally had with connection to these products.

(61) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Dynamic Health is not sure.

(62) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(63) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Dynamic Health is not sure what role, if any, Vineet Chhabra had to do with the sale or distribution of these products.

(64) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(65) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Dr. Alberto Guzman

(66) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

He is supposedly the gentlemen who did the clinical studies and formulations for Pedia Loss and probably Fabulously Feminine according to Jonathan Barash.

(67) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer to #66.

(68) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(69) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(70) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(71) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(72) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(73) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Guy Regalado

(74) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(75) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(76) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none. Jonathan Barash was in charge of placing ads.

(77) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Guy Regalado was Vice-President of Sales, primarily brick and mortar retailers. No sales were generated to brick and mortar retailers. Promotion and sales for brick and mortar retailers of Pedia Loss and Fabulously Feminine was a complete failure.

(78) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none. Mr. Regalado did work with the law firm of Arent Fox concerning labeling and content on the box.

(79) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Just attempted to sell to brick and mortar retailers. My efforts were a complete failure in this regard.

(80) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(81) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Randi Swatt

(82) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(83) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(84) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(85) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(86) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(87) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(88) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(89) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Gil Herrera

(90) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(91) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(92) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Mr. Herrera did labeling and packaging design & website design.

(93) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(94) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer to #92.

(95) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(96) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(97) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Arent Fox

(98) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(99) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(100) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(101) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(102) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Arent Fox took Delta Body Systems content and modified it to conform to FTC regulations.

(103) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(104) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(105) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

Jonathan Barash

(106) What services were provided with the formulation relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

He worked with Delta Body Systems as an employee. The products were formulated by Delta Body Systems. John Barash formed DBS Laboratories, LLC and left Delta Body Systems with all the products and sold the products to Chhabra International Ltd.

(107) What services were provided with the manufacture relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer #106. Barash arranged everything. Barash was like a private labeler. He made representations that everything conformed to the requirements of the law. So did Delta Body Systems.

(108) What services were provided with the advertising relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Barash was in charge of advertising as President of DBS Laboratories.

(109) What services were provided with the promotion relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

See answer to #108.

(110) What services were provided with the labeling relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

Barash hired Executive Label to print the labeling. He also hired another company in Costa Rica to manufacture the boxes with the same content as the labeling. Barash then delivered the product to Chhabra International Ltd. Chhabra International Ltd. hired Dynamic Health sell the product to brick and mortar retailers.

(111) What services were provided with the offering for sale, sale, and/or distribution relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(112) What services were provided with the customer service relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

(113) What services were provided with the fulfillment relating to any dietary supplement offered for sale with a label bearing the name of "DBS Labs" or "Dynamic Health"?

To Dynamic Health's knowledge at this time, none.

**RESPONDENT DYNAMIC HEALTH DECLINES TO ANSWER ANY SUBSEQUENT INTERROGATORIES, HAVING ANSWERED APPROXIMATELY 150 INTERROGATORIES ALREADY.**

**Interrogatory Number. Three:** To the extent not set forth in response to Interrogatories 1 and 2, above, identify and provide a detailed description of the roles and responsibilities of all persons (including consultants) who participated in the creation, development evaluation, approval, modification and dissemination of promotional materials, media placement or dissemination, telemarketing services, or product pricing strategy for the challenged products.

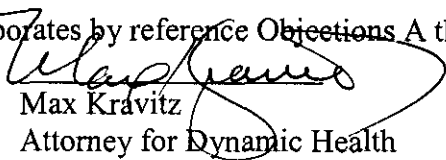


OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

**Interrogatory Number Four:** Identify and provide a detailed description of communications between you and all persons consulted by you in an effort to evaluate the substantiation for any draft or final promotional materials for the challenged products.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

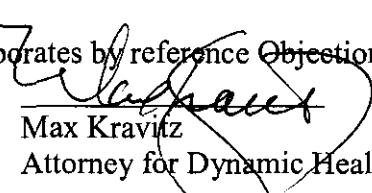
**Interrogatory Number Five:** Identify and provide a detailed description of communications between you and any print, television, or radio media, or any website designer, developer, manager, hoster, or any online service, referring or relating to any claims or representations in any proposed or disseminated promotional materials for the challenged products.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

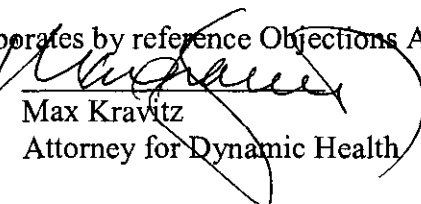
**Interrogatory Number Six:** Disclose the total amount, in dollars, that was spent to advertise, market, or otherwise promote each of the challenged products, broken down by each medium used (*i.e.*, television, print, Internet, radio, or other means). (This request includes, but is not limited to, all expenditures attributable to the creation, development, evaluation, approval, modification, and dissemination of promotional materials.)

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

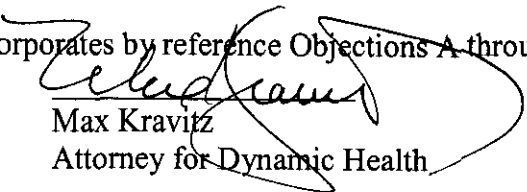
**Interrogatory Number Seven:** If you contend that promotional materials for the challenged products do not make the claims identified in paragraphs 9, 13 and 15 of the Complaint, state the basis for your contention, including the identification of any extrinsic evidence, including market research that supports your contention.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

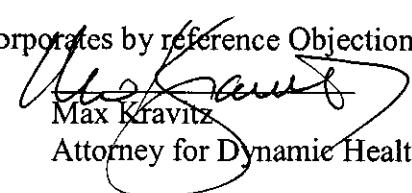
**Interrogatory Number Eight:** Identify with specificity all dates since January 1, 2003 on which Respondent Vineet K. Chhabra attended an industry trade show referring or relating to dietary supplements.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

**Interrogatory Number Nine:** State all facts that support each affirmative defense asserted in your Answer to the Administrative Complaint issued by the Federal Trade Commission in the above-captioned matter.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

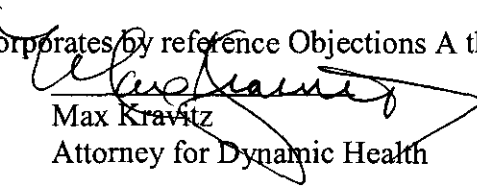
**Interrogatory Number Ten:** For each of the web sites identified in the CID responses dated December 12, 2003, at Attachment 2, pp. 5-6, state the dates since January 1, 2002 when each web site was prepared, hosted, managed, or operated by any entity owned in whole or in part by Vineet K. Chhabra, directly or indirectly.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

**Interrogatory Number Eleven:** Identify any response in the CID responses that Respondents consider to be inaccurate or incomplete; for such response(s) provide an accurate or complete response(s).

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

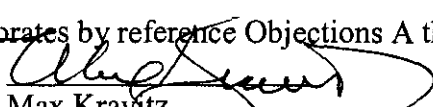
**Interrogatory Number Twelve:** With regard to each sale of dietary supplements identified in the CID responses dated February 3, 2004, Bates number DBS 1175, identify the entity to whom the purchaser made or was directed to make a payment, and any other entity to whom a payment was made as a result of that purchase.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

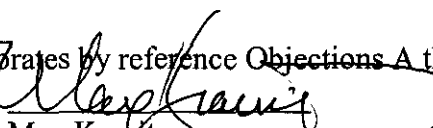
**Interrogatory Number Thirteen:** Provide all addresses where any records of the entities request to be identified in Interrogatory #1 of Complaint Counsel's First Set of Interrogatories to Respondents are located; for each address, state on what date those records were searched in an effort to identify the existence or nonexistence of documents responsive to Complaint Counsel's First Request for Production of Documentary Materials and Tangible Things.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

**Interrogatory Number Fourteen:** Identify the individual(s) or entity(s) who currently holds the legal right to market or sell any dietary supplement product that was previously marketed with a label bearing "DBS Labs" or "Dynamic Health," and state the terms under which those rights were transferred.

OBJECTION: Respondent Dynamic Health incorporates by reference Objections A through K as if specifically set forth anew in this objection.

  
Max Kravitz  
Attorney for Dynamic Health

**NOTE: MR. REGALADO IS TRAVELLING AND IS NOT AVAILABLE TO SIGN BELOW. HOWEVER, HE WILL PROVIDE THE REQUISITE AFFIDAVIT UPON HIS RETURN TO FLORIDA AND THE AFFIDAVIT WILL BE SENT TO THE FTC TO SUPPLEMENT THESE RESPONSES.**

INTERROGATORY ANSWERS: \_\_\_\_\_  
Guy Regalado, Former Vice-President of Marketing  
Dynamic Health of Florida, LLC

AFFIDAVIT OF GUY REGALADO  
County of Broward )  
State of Florida )ss

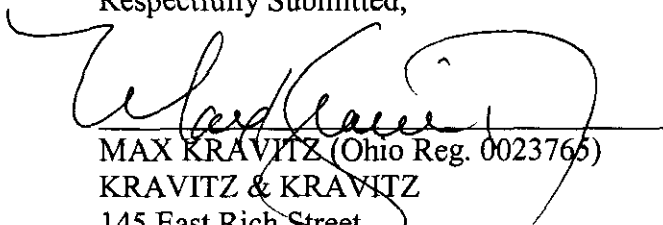
I, Guy Regalado, after being duly cautioned and sworn, state that the foregoing answers to the first fifty (50) interrogatories are true and accurate to the best of my knowledge at this time.

\_\_\_\_\_  
Guy Regalado  
Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of November 2004

\_\_\_\_\_  
Notary Public

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Max Kravitz", is written over a horizontal line. The signature is fluid and cursive.

MAX KRAVITZ (Ohio Reg. 0023765)

KRAVITZ & KRAVITZ

145 East Rich Street

Columbus, Ohio 43215

Tel: (614)464-2000

Fax: (614)464-2002

[mkravitz@kravitzlawnet.com](mailto:mkravitz@kravitzlawnet.com)

CERTIFICATE OF SERVICE

This is to certify that on November 29, 2004, I caused a copy of the attached

**RESPONDENTS' RESPONSE TO COMPLAINT COUNSEL'S FIRST SET OF  
INTERROGATORIES TO RESPONDENTS AND OBJECTIONS**

to be served upon the following persons by facsimile, email, Federal Express or U.S. First Class

Mail:

(1) the original and one (1) paper copy filed by Federal Express, and one electronic copy via email to:

Donald S. Clark, Secretary  
Federal Trade Commission, Room 159  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
E-mail: [secretary@ftc.gov](mailto:secretary@ftc.gov)

(2) two (2) paper copies served by Federal Express and one electronic copy via email to:

The Honorable Stephen J. McGuire  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
E-mail: [dgross@ftc.gov](mailto:dgross@ftc.gov)

(3) one (1) electronic copy via email and one (1) paper copy via U.S. mail to:

Janet Evans  
Syd Knight  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
E-mail: [jevans@ftc.gov](mailto:jevans@ftc.gov)

I further certify that the electronic copy sent to the Secretary of the Commission is a true and correct copy of the paper original, and that a paper copy with an original signature is being filed with the Secretary of the Commission by being sent by U.S. mail.

Dated: Columbus, Ohio  
November 29, 2004

  
Max Kravitz