

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION**

FEDERAL TRADE COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
WESTBERRY ENTERPRISES, INC., and)	
)	
TIMOTHY WESTBERRY,)	
)	
Defendants.)	
)	

**STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION
AND SETTLEMENT OF CLAIMS FOR MONETARY RELIEF**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed a Complaint for permanent injunction and other relief against Defendants Westberry Enterprises, Inc. and Timothy Westberry pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b). The Complaint alleges that Defendants engaged in unfair or deceptive acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52. The Defendants deny the allegations in the Complaint, except jurisdictional facts, but are willing to agree to entry of the following Stipulated Final Order for Permanent Injunction and Settlement of Claims for Monetary Relief (“Order”), without admitting liability for any of the

alleged violations referred to in the Complaint, and without adjudication of any issues of fact or law.

The Commission and Defendants Westberry Enterprises, Inc. and Timothy Westberry have stipulated to the entry of the following Order in settlement of the Commission's Complaint against Defendants. The Court, being advised in the premises, finds:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over all parties. Venue in the Western District of Louisiana is proper.
2. The Complaint states a claim upon which relief can be granted, and the Commission has the authority to seek the relief it has requested.
3. The activities of Defendants are in or affecting commerce, as defined in 15 U.S.C. § 44.
4. The Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claims that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order.
5. Each party shall bear its own costs and attorneys' fees.
6. Entry of this Order is in the public interest.
7. This Order reflects the negotiated agreement of the parties.
8. The paragraphs of this Order shall be read as the necessary requirements for compliance, and not as alternatives for compliance, and no paragraph serves to modify another paragraph unless expressly so stated.

DEFINITIONS

For purposes of this Order, the following Definitions shall apply:

1. Unless otherwise specified, “Defendants” means:
 - a. Westberry Enterprises, Inc. (“Westberry Enterprises”), a Louisiana Business Corporation with offices at 3121 Highway 107 (Old Marksville Hwy.), Pineville, Louisiana 71360, its divisions and subsidiaries, and its successors and assigns; and
 - b. Timothy Westberry, individually, and as the sole Director of Westberry Enterprises.

2. “Advertisement” means any written or verbal statement, illustration, or depiction that is designed to effect a sale or to create interest in the purchasing of goods or services, whether it appears in a book, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, packaging, package insert, label, film, slide, radio, television or cable television, video news release, audio program transmitted over a telephone system, infomercial, the Internet, email, or in any other medium.

3. “Assisting others” means knowingly providing any of the following services to any person or entity: (a) performing customer service for any person or entity, including, but not limited to, outbound or inbound telemarketing, upselling, cross-selling, handling customer complaints, credit card or debit card processing, refund processing, web design and marketing, continuity program development, or designing, preparing, or assisting in the preparation of product labeling or packaging; (b) formulating or providing, or arranging for the formulation or provision of, any sales script or any other advertising or marketing material for any such person

or entity; (c) leasing, renting, selling, or servicing customer lists; or (d) performing advertising or marketing services or consulting services of any kind for any such person or entity.

4. “Commerce” means “commerce” as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

5. “Competent and reliable scientific evidence” means tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

6. “Covered product or service” means any dietary supplement, food, or drug, including, but not limited to, Native Herbal Tea, Cats Claw, Chloro Plasma, Red Clover Plus, and Melatonin, or any other health-related product, service, or program.

7. “Food” and “drug” mean “food” and “drug” as defined in Section 15 of the FTC Act, 15 U.S.C. § 55.

8. “Metatags” means any word or words embedded in the source code of an Internet website that may be used by an Internet search engine in indexing websites for the purpose of selecting sites in response to an Internet user's search request.

9. “Endorsement” means “endorsement” as defined in 16 C.F.R. § 255.0(b).

10. The term “including” in this Order means “without limitation.”

11. The terms “and” and “or” in this Order shall be construed conjunctively or disjunctively as necessary, to make the applicable phrase inclusive rather than exclusive.

CONDUCT PROHIBITIONS

I. REPRESENTATIONS FOR SPECIFIC PRODUCTS

IT IS HEREBY ORDERED that Defendants Westberry Enterprises and Timothy

Westberry, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of Native Herbal Tea, Cats Claw, Chlora Plasma, Red Clover Plus, or Melatonin, or any other health-related product, in or affecting commerce, are hereby permanently restrained and enjoined from making, or assisting others in making, any representation, in any manner, expressly or by implication, including through the use of product names, endorsements, or metatags, that such product:

- A. is effective in treating and curing, or assists in the treatment or cure, of any type of cancer;
- B. is effective in reducing the size of, or eliminating, cancerous cysts or skin cancer;
- C. is effective in preventing the development and growth of malignant cells in cancer or other tumorous conditions;
- D. is proven to shrink the size of tumors; or
- E. is proven to increase the survival time for, or improve the quality of life of, patients with untreatable cancer;

unless the representation is true, non-misleading, and, at the time it is made, Defendants possess and rely upon competent and reliable scientific evidence that substantiates the representation.

II. REPRESENTATIONS FOR COVERED PRODUCTS AND SERVICES

IT IS FURTHER ORDERED that Defendants Westberry Enterprises and Timothy Westberry, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active

concert or participation with them who receive actual notice of this Order by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any covered product or service, in or affecting commerce, are hereby permanently restrained and enjoined from making, or assisting others in making, any representation, in any manner, expressly or by implication, including through the use of product names, endorsements, or metatags, about the absolute or comparative benefits, performance, efficacy, safety, or side effects of such product or service, unless the representation is true, non-misleading, and, at the time it is made, Defendants possess and rely upon competent and reliable scientific evidence that substantiates the representation.

III. MISREPRESENTATION OF TESTS OR STUDIES

IT IS FURTHER ORDERED that Defendants Westberry Enterprises and Timothy Westberry, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any covered product or service, in or affecting commerce, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, in any manner, expressly or by implication, including through the use of any product names, endorsements, or metatags, the existence, contents, validity, results, conclusions, or interpretations of any test or study.

IV. FDA APPROVED CLAIMS

IT IS FURTHER ORDERED that:

- A. Nothing in this Order shall prohibit Defendants from making any representation

for any drug that is permitted in labeling for such drug under any tentative or final standard promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration; and

B. Nothing in this Order shall prohibit Defendants from making any representation for any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the National Labeling and Education Act of 1990.

V. NOTIFICATION TO CONSUMERS

IT IS FURTHER ORDERED that:

A. Within thirty (30) days of the date of entry of this Order, Defendants shall submit to the FTC a truthful sworn statement listing the full name and mailing address, and, if available, the consumer's telephone number and email address, of every person who has purchased Native Herbal Tea, Cats Claw, Chlora Plasma, Red Clover Plus, or Melatonin from the Defendants since July 1, 2004.

B. Within forty-five (45) days after the date of entry of this Order, Defendants shall send by first class mail, postage prepaid, an exact copy of the notice attached as Attachment A to all persons identified pursuant to Subparagraph A. of this Paragraph. The mailing shall not include any other documents. The face of the envelope enclosing the notice shall be an exact copy of Attachment B.

VI. CUSTOMER LISTS

IT IS FURTHER ORDERED that Defendants, and their officers, agents, servants, employees, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are permanently restrained

and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to any Defendant, at any time prior to entry of this Order, in connection with the purchase of Native Herbal Tea, Cats Claw, Chloro Plasma, Red Clover Plus, or Melatonin. *Provided, however*; that Defendants shall disclose such identifying information to the FTC pursuant to Paragraph V. A. of this Order; and Defendants may disclose such identifying information to a law enforcement agency or as required by any law, regulation, or court order.

VII. MONETARY JUDGMENT AND REDRESS OF CONSUMER INJURY

IT IS FURTHER ORDERED that:

A. Judgment is hereby entered in favor of the Commission and against Defendants Westberry Enterprises, Inc. and Timothy Westberry, jointly and severally, in the amount of TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000)(the “Judgment”); *provided, however*, that upon the fulfillment of the payment obligations of Subparagraphs VII.B. and VII.C. of this Order by Defendants Westberry Enterprises, Inc. and Timothy Westberry, the Judgment shall be suspended until further order of the Court, and *provided further*, that the Judgment shall be subject to reinstatement under the conditions set forth in Paragraph VIII. of this Order.

B. Defendants Westberry Enterprises, Inc. and Timothy Westberry shall be jointly and severally liable for payment of equitable monetary relief in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000)(the “Settlement Amount”).

C. Within thirty (30) days of the entry of this Order, Defendants Westberry Enterprises, Inc. and Timothy Westberry shall pay the entire Settlement Amount of FIFTEEN

THOUSAND DOLLARS (\$15,000) to the Commission in the form of a wire transfer to the Commission, or such agent as the Commission may direct.

D. Time is of the essence for the payment of the Settlement Amount. In the event that Defendants Westberry Enterprises, Inc. and Timothy Westberry do not fulfill, or only partially fulfill, the payment obligations set forth in this Paragraph, Defendants Westberry Enterprises, Inc. and Timothy Westberry shall be immediately jointly and severally liable for payment of the entire Judgment of TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000), plus interest computed pursuant to 28 U.S.C. § 1961(a), as amended, less any payments already made. Notwithstanding any other provision of this Order, Defendants Westberry Enterprises, Inc. and Timothy Westberry agree that if they fail to meet the payment obligations set forth in this Paragraph, the facts as alleged in the Complaint filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to enforce its rights pursuant to this Order, including, but not limited to, a nondischargeability complaint in any subsequent bankruptcy proceeding.

E. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agents to be used for equitable relief, including, but not limited to, restitution and any attendant expenses for the administration of such equitable relief. In the event that direct restitution is wholly or partially impracticable or funds remain after the restitution is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies under this Order. Defendants

Westberry Enterprises, Inc. and Timothy Westberry shall have no right to contest the manner of distribution chosen by the Commission. No portion of any payments made under this Order shall be deemed a payment of any fine, penalty, or punitive assessment.

F. Defendants Westberry Enterprises, Inc. and Timothy Westberry relinquish all dominion, control, and title to the funds paid under this Order, and all legal and equitable title to the funds vests in the Treasurer of the United States and in the designated consumers. Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise; and in the event of bankruptcy of any Defendant, Defendants acknowledge that the funds are not part of the debtor's estate, nor does the estate have any claim or interest therein.

G. In accordance with 31 U.S.C. § 7701, Defendants Westberry Enterprises, Inc. and Timothy Westberry are hereby required, unless they have done so already, to furnish to the Commission their taxpayer identifying numbers and/or social security numbers, which shall be used for the purposes of collecting and reporting on any delinquent amount arising out of Defendants' relationship with the government.

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

VIII. RIGHT TO REOPEN

IT IS FURTHER ORDERED that:

A. The Commission's agreement to this Order and the Court's approval are expressly premised upon the truthfulness, accuracy, and completeness of the certified financial statements and supporting documents submitted to the Commission as follows:

1. Certified financial disclosures for Defendant Westberry Enterprises, Inc., and all addenda thereto, signed and dated May 13, 2008;
2. Certified financial disclosures for Defendant Timothy Westberry and all addenda thereto, signed and dated May 13, 2008; and
3. Supplemental financial disclosures and all addenda thereto, signed and dated May 16, 2008 and May 19, 2008.

Each Defendant stipulates that all of the materials such Defendant submitted are truthful, accurate, and complete. These documents contain material information upon which the Commission relied in negotiating and agreeing to the terms of this Order.

B. If, upon motion by the Commission, a Court determines that any Defendant made a material misrepresentation or omitted material information concerning his or its financial condition, the value of which exceeds \$1,000, then the Court shall reinstate the suspended Judgment against such Defendant, in favor of the Commission, in the amount of TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000), which Defendants Westberry Enterprises, Inc. and Timothy Westberry and the Commission stipulate is the amount of consumer injury caused by the Defendants. *Provided, however*, that such Defendant shall be entitled to offset this amount by any sums already paid under this Order. Any such reinstated Judgment shall become immediately due and payable by said Defendant, and interest computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately begin to accrue on the unpaid balance. *Provided, however*, that in all other respects this Order shall remain in full force and effect unless otherwise ordered by the Court; and, *provided further*, that proceedings instituted under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including, but not limited to, contempt

proceedings, or any other proceedings that the Commission may initiate to enforce this Order. For purposes of this Paragraph, and any subsequent proceedings to enforce payment, including, but not limited to, a nondischargeability complaint filed in a bankruptcy proceeding, Defendants Westberry Enterprises, Inc. and Timothy Westberry agree not to contest any of the allegations in the Commission's Complaint.

IX. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for purposes of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants Westberry Enterprises and Timothy Westberry each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such Defendant's possession or direct or indirect control to inspect the business operations;

B. In addition, the Commission is authorized to monitor compliance with this Order by all lawful means, including, but not limited to the following:

1. Obtaining discovery from any person, without further leave of the Court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
2. Posing as customers and clients to Defendants Westberry Enterprises or Timothy Westberry, employees of Defendants Westberry Enterprises or Timothy Westberry, or any other entity managed or controlled in whole or

in part by Defendants Westberry Enterprises or Timothy Westberry, without the necessity of identification or prior notice; and

C. Defendants Westberry Enterprises and Timothy Westberry shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to conduct subject to this Order. The person interviewed may have counsel present.

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

X. COMPLIANCE REPORTING BY DEFENDANTS

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

- A. For a period of seven (7) years from the date of entry of this Order,
1. Defendant Timothy Westberry shall notify the Commission of the following:
 - a. Any changes in his residence, mailing addresses, and telephone numbers within ten (10) days of the date of such change;
 - b. Any changes in his employment status (including self-employment) and any change in his ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that he

is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business or employment; and

c. Any changes in his name or use of any aliases or fictitious names; and

2. Defendants Westberry Enterprises and Timothy Westberry shall notify the Commission of any proposed change in corporate structure of Defendant Westberry Enterprises or any business entity that Defendant Timothy Westberry directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided that*, with respect to any proposed change in the corporation about which the Defendants learn less than thirty (30) days prior to the date such action is to take place, Defendants shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. Sixty (60) days after the date of entry of this Order, Defendants Westberry Enterprises and Timothy Westberry each shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have

complied and are complying with this Order. This report shall include, but not be limited to:

1. For Defendant Timothy Westberry:
 - a. His then-current residence addresses, mailing addresses, and telephone numbers;
 - b. His then-current employment and business addresses and telephone numbers, a description of the business activities of each such employer or business, and his title and responsibilities for each such employer or business; and
 - c. Any other change required to be reported under Subparagraph A. of this Paragraph.
2. For Defendants Westberry Enterprises and Timothy Westberry:
 - a. A copy of each acknowledgment of receipt of this Order obtained by the Defendants pursuant to Paragraph XII.; and
 - b. Any other changes required to be reported under Subparagraph A. of this Paragraph.

C. For purposes of this Order, Defendants Westberry Enterprises and Timothy Westberry shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
Re: FTC v. Westberry Enterprises, Inc. and Timothy Westberry,
Civil Action _____.

D. For purposes of the compliance reporting required by this Paragraph, the

Commission is authorized to communicate directly with Defendants Westberry Enterprises and Timothy Westberry.

XI. RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of ten (10) years from the date of entry of this Order, Defendant Westberry Enterprises and any business in which Defendant Timothy Westberry is a majority owner or otherwise directly or indirectly controls the business are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of any goods or services sold, revenues generated, and disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files containing the names, addresses, telephone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- D. Complaints and refund requests (whether received directly, indirectly, or through any third party) and all records showing any responses to those complaints or requests;
- E. Copies of all advertisements, promotional materials, sales scripts, training materials, or other marketing materials utilized in the advertising, marketing, promotion, offering for sale, distribution, or sale of any product, or service covered by this Order;

F. All materials that were relied upon in making any representations contained in the materials identified in Subparagraph E. above, including all documents evidencing or referring to the accuracy of any claim therein or to the benefits, performance, or efficacy of any product, or service, including but not limited to all tests, reports, studies, demonstrations, as well as evidence that confirms, contradicts, qualifies, or calls into question the accuracy of such claims regarding the benefits, performance, or efficacy of such product, or service; and

G. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order and all reports submitted to the FTC pursuant to this Order.

XII. DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of seven (7) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

A. Defendant Westberry Enterprises shall deliver a copy of this Order to each of its principals, officers, directors, and managers. Defendant Westberry Enterprises also shall deliver a copy of this Order to all of its employees, agents, and representatives who engage in conduct related to the subject matter of this Order. For current personnel, delivery shall be within five (5) days of service of this Order upon Defendants. For new personnel, delivery shall occur prior to their assuming their responsibilities.

B. For any business that Defendant Timothy Westberry controls, directly or indirectly, or in which Defendant Timothy Westberry has a majority ownership interest, he must deliver a copy of this Order to all of the principals, officers, directors, and managers of that business. He must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of this Order. For current

personnel, delivery shall be within five (5) days of service of this Order upon Defendants. For new personnel, delivery shall occur prior to their assuming their responsibilities.

C. For any business where Defendant Timothy Westberry is not a controlling person of the business but otherwise engages in conduct related to the subject matter of this Order, he shall deliver a copy of this Order to each of the principals and managers of such business before engaging in such conduct.

D. Defendants Westberry Enterprises and Timothy Westberry shall secure a signed and dated statement acknowledging receipt of this Order, within thirty (30) days of delivery, from each person receiving a copy of the Order pursuant to this Paragraph.

XIII. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that Defendants Westberry Enterprises and Timothy Westberry, within five (5) business days of receipt of this Order as entered by the Court, each must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

XIV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO STIPULATED AND AGREED:

**FOR DEFENDANT
WESTBERRY ENTERPRISES, INC.**



Date: 5-20-08

DAVID W. LAMBERT
Louisiana Bar No. 22815
Provosty, Sadler, deLaunay, Fiorenza & Sobel
934 Third Street, Suite 800
Alexandria, Louisiana 71309-1791
Tel: 318-445-3631
Email: dlambert@provosty.com
Counsel for Westberry Enterprises, Inc.
and Timothy Westberry

**FOR DEFENDANT TIMOTHY WESTBERRY,
AND WESTBERRY ENTERPRISES, INC.**



Date: 5-20-08

TIMOTHY WESTBERRY, individually and
as President of Westberry Enterprises, Inc.

**FOR THE PLAINTIFF
FEDERAL TRADE COMMISSION:**



Date: 9/16/08

THOMAS B. CARTER, Trial Attorney
Texas Bar No. 03932300

FEDERAL TRADE COMMISSION

Southwest Regional Office
1999 Bryan Street, Suite 2150
Dallas, Texas 75201
Telephone: (214) 979-9372
Facsimile: (214) 953-3079
Email: tcarter@ftc.gov

DONALD W. WASHINGTON
United States Attorney

BY: _____
JENNIFER B. DRAGO, Local Counsel
Louisiana Bar No. 23633

Date: _____

Assistant United States Attorney
800 Lafayette Street, Suite 2200
Lafayette, Louisiana 70501
Telephone: (337) 262-6618
Facsimile: (337) 262-6693
Email: Jennifer.Drago@usdoj.gov

ATTORNEYS FOR PLAINTIFF

SO ORDERED:

UNITED STATES DISTRICT JUDGE

DATED: _____

ATTACHMENT A
LETTER TO BE SENT BY FIRST CLASS MAIL

[To be printed on letterhead of Westberry Enterprises, Inc. d/b/a Road to Healing]

[Date]

To Whom It May Concern:

Our records show that you bought Native Herbal Tea, Cat's Claw, Chlora Plasma, Red Clover Plus, or Melatonin from our website www.roadtohealing.com. We are writing to tell you that the Federal Trade Commission ("FTC") has alleged that our advertising claims for these products were false or unsubstantiated. To resolve these charges, we have entered into a settlement with the FTC that prohibits us from making misleading claims about these products or any other health related product. The settlement with the FTC does not constitute an admission that we have violated the law. As part of the settlement, however, we agreed to send you the following information about the scientific evidence on these products.

Very little scientific research has been done concerning Native Herbal Tea, Cat's Claw, Chlora Plasma, Red Clover Plus, or Melatonin as a treatment or cure for cancer in humans. The scientific studies that have been done do not demonstrate that Native Herbal Tea, Cat's Claw, Chlora Plasma, Red Clover Plus, or Melatonin, or the ingredients in these products, are effective when used as treatments for cancer.

It is very important that you talk to your doctor or health care provider before using *any* alternative or herbal product, including Native Herbal Tea, Cat's Claw, Chlora Plasma, Red Clover Plus, and Melatonin. Speaking with your doctor is important to make sure that all aspects of your medical treatment work together. Things that seem safe, such as certain foods, herbs, or pills, may interfere or affect your cancer or other medical treatment, or other medicines you might be taking. Some herbs or other complementary or alternative treatments may keep your medicines from doing what they are supposed to do, or could be harmful when taken with other medicines or in high doses. It also is very important that you talk to your doctor or health care provider before you decide to take any alternative or herbal product, including Native Herbal Tea, Cat's Claw, Chlora Plasma, Red Clover Plus, and Melatonin, instead of taking conventional cancer treatments that have been scientifically proven to be safe and effective in humans.

If you would like further information about complementary and alternative treatments for cancer, the following Internet web sites may be helpful:

1. The National Cancer Institute: www.cancer.gov/cancertopics/pdq; or
2. The National Center for Complementary and Alternative Medicines: www.nccam.nih.gov

You also can contact the National Cancer Institute's Cancer Information Service at 1-800-4-CANCER or 1-800-422-6237.

Sincerely,

Timothy Westberry
Westberry Enterprises, Inc./Road to Healing

ATTACHMENT B

Westberry Enterprises, Inc./Road to Healing
3121 Highway 107
Pineville, Louisiana 71360

[Name and Address of Purchaser]

FTC v. Westberry Enterprises, Inc. – GOVERNMENT ORDERED NOTICE