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14
15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**
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1 **FEDERAL TRADE COMMISSION,**

2 **Plaintiff,**

3 **v.**

4
5 **HEALTH FORMULAS, LLC, a California**
6 **limited liability company, also doing business**
7 **as SIMPLE PURE NUTRITION,**

8 **PURE VITAMINS, LLC, a Nevada limited**
9 **liability company,**

10 **LONGHORN MARKETING, LLC, a Nevada**
11 **limited liability company, also doing business**
12 **as MEN’S HEALTH FORMULAS, LLC,**
13 **LIFE VITAMINS, and UNLEASH THE**
14 **THUNDER,**

15 **METHOD DIRECT, LLC, a Nevada limited**
16 **liability company, also doing business as**
17 **EXTAMAX, LLC, VITAMAN LABS, INC.,**
18 **VITAFIT, AND PLAYBOY OFFER/DVD**
19 **ENTERTAINMENT,**

20 **WEIGHT LOSS DOJO, LLC, a Nevada**
21 **limited liability company, also doing business**
22 **as FITNESS DVDS,**

23 **VIP SAVINGS, LLC, a Nevada limited**
24 **liability company, also doing business as VIP**
25 **SAVINGS CENTER,**

DJD DISTRIBUTION, LLC, a California
limited liability company,

MDCC, LLC, a Nevada limited liability
company, also doing business as METHOD
DIRECT CALL CENTER,

CHAPNICK, SMUKLER & CHAPNICK,
INC., a California corporation,

Case No. 2:14-cv-1649-RFB-GWF

AMENDED COMPLAINT FOR
PERMANENT INJUNCTION AND
OTHER EQUITABLE RELIEF

1 **458 MEDIA LLC, a Nevada limited liability**
2 **company,**

3 **ALPHA BRANDS, LLC, a Nevada limited**
4 **liability company,**

5 **BLU STELLA, LLC, a Nevada limited liability**
6 **company,**

7 **BRILLIANT SKIN LLC, a Nevada limited**
8 **liability company,**

9 **DISCOUNT PROVISIONS L.L.C., a Nevada**
10 **limited liability company,**

11 **EXTAMAX, LLC, a Nevada limited liability**
12 **company,**

13 **F12 MEDIA LLC, a Nevada limited liability**
14 **company,**

15 **FLEX FORMULAS, LLC, a Nevada limited**
16 **liability company,**

17 **GCB MARKETING LLC, a Nevada limited**
18 **liability company,**

19 **LUMINOUS SKIN LLC, a Nevada limited**
20 **liability company,**

21 **MEN'S HEALTH FORMULAS, LLC, a**
22 **Nevada limited liability company,**

23 **METABOLIC LABS, LLC, a Nevada limited**
24 **liability company,**

1 **MIRACLE MALE, LLC, a Nevada limited**
2 **liability company,**

3 **MORINGA MARKETING LLC, a Nevada**
4 **limited liability company,**

5 **NORTHBOUND MARKETING LLC, a**
6 **Nevada limited liability company,**

7 **SKINNY 7 LLC, a Nevada limited liability**
8 **company,**

9 **WELLNESS LABS, LLC, a Nevada limited**
10 **liability company,**

11 **YACON MARKETING LLC, a Nevada**
12 **limited liability company,**

13 **BARREL ROLL, LLC, a Nevada limited**
14 **liability company,**

15 **BSC MARKETING, LLC, a Nevada limited**
16 **liability company,**

17 **CHERRY HILL MARKETING, LLC, a**
18 **Nevada limited liability company,**

19 **CSA VENTURES, LLC, a Nevada limited**
20 **liability company,**

21 **DIET CONCEPTS, LLC, a Nevada limited**
22 **liability company,**

23 **HEALTH PRODUCTS DIRECT LLC, a**
24 **Nevada limited liability company,**

25 **KMS MARKETING LLC, a Nevada limited**
liability company,

NATURAL PRODUCTS DIRECT LLC, a
Nevada limited liability company,

1 **NORTHERN HEALTH PRODUCTS LLC, a**
2 **Nevada limited liability company,**

3 **PURE AND NATURAL HEALTH**
4 **PRODUCTS LLC, a Nevada limited liability**
5 **company,**

6 **PURE AND SIMPLE HEALTH PRODUCTS**
7 **LLC, a Nevada limited liability company,**

8 **RADIANT SKIN LLC, a Nevada limited**
9 **liability company,**

10 **SHIMMERING SKIN LLC, a Nevada limited**
11 **liability company,**

12 **TINDY FILMS LLC, a Nevada limited**
13 **liability company,**

14 **WELLNESS PRODUCTS, LLC, a Nevada**
15 **limited liability company,**

16 **METHOD FILMS, INC., a Nevada**
17 **corporation,**

18 **BRANDON CHAPNICK, individually and as**
19 **an officer or manager of Chapnick, Smukler &**
20 **Chapnick, Inc., Method Direct, LLC, Pure**
21 **Vitamins, LLC, Weight Loss Dojo, LLC, and**
22 **MDCC, LLC,**

23 **KEITH SMUKLER, individually and as an**
24 **officer or manager of Chapnick, Smukler &**
25 **Chapnick, Inc., Health Formulas, LLC,**
Method Direct, LLC, VIP Savings, LLC,
MDCC, LLC, Longhorn Marketing, LLC,
Pure Vitamins, LLC, Weight Loss Dojo, LLC,
and DJD Distribution, LLC,

1 **DANELLE MILLER, also known as Danelle**
2 **Folta and Danelle Kenealy, individually and as**
3 **an officer or manager of Method Direct, LLC,**
4 **Health Formulas, LLC, MDCC, LLC, Pure**
5 **Vitamins, LLC, and Weight Loss Dojo, LLC,**

6 **JASON MILLER, individually and as an**
7 **officer or manager of Weight Loss Dojo, LLC,**
8 **Health Formulas, LLC, Method Direct, LLC,**
9 **Pure Vitamins, LLC, and MDCC, LLC,**

10 **Defendants.**

11 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

12 1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade
13 Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, Section 917(c) of the Electronic
14 Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693o(c), Section 5 of the Restore Online Shoppers
15 Confidence Act (“ROSCA”), 15 U.S.C. § 8404, and the Telemarketing and Consumer Fraud and
16 Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary,
17 preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution,
18 the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for
19 Defendants’ acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C.
20 §§ 45(a) & 52, Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), Section 4 of the ROSCA, 15
21 U.S.C. § 8403, Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), and the FTC’s
22 Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310.

23 **SUMMARY OF THE CASE**

24 2. Defendants trick consumers into disclosing their credit and debit card information
25 to enroll them into expensive programs with recurring monthly charges. Whether Defendants
offer weight loss, virility, muscle-building, or other dietary supplement products, or skin creams,
they deceptively tout offers for purportedly “free” trials that cost only a nominal shipping and

1 handling fee or for greatly discounted prices. Consumers often experience the same result:
2 substantial and unexpected recurring charges or debits. Defendants often upsell additional
3 products in the same manner, and for consumers, getting a refund is an exercise in frustration.
4 Furthermore, Defendants advertise their green coffee bean extract and raspberry ketone weight
5 loss supplements (marketed under the names “RKG Extreme” and “Pure Green Coffee Bean
6 Plus”) by claiming they offer rapid and substantial weight loss without the need for diet or
7 exercise, but Defendants fail to deliver on these promises.

8 3. Defendants engage in these deceptive practices to sell dietary supplements, skin
9 creams, and various upsell products including:

- 10 A. Weight Loss Supplements: RKG Extreme, Pure Green Coffee Bean Plus,
11 Pure Raspberry Ketone, Simple Pure HCG, Pure Green Coffee Bean
12 Cleanse, Pure Garcinia Cambogia Extract (also labeled Pure GC 60,
13 Authentic Garcinia Cambogia, or Garcinia Cambogia Lean), Altatrim,
14 Restore Digestive Cleanse, Skinny 6 Super Supplement, Skinny 7 Super
15 Supplement, Pure Yacon Plus, Peak Metabolic;
- 16 B. Virility, Muscle-Building and Strengthening, and Energy-Building
17 Supplements: Black Bull, Extamax, Formula T-10, Superior Antler,
18 Superior Velvet, Instamax, Sensimax, MaxoFirm, Peak Nitric Oxide,
19 Nitro Shred, Nitro Prime, Alpha Prostate 1000, Peak Prostate, Cyladex;
- 20 C. Other Supplements: Peak Joint Flex, Miracle Flex, Pure Focus X, Focus
21 Formula;
- 22 D. Skin Creams: Remarkable Skin (Remarkable Snake Venom), Bright Skin
23 Super C, Rx Repair Snake Venom Peptide Cream, Rx Repair Advanced
24 Eye Gel, Liso Skin, Anana Skin, Bravo Skin, Bleu Star Skin, Peak
25 Skincare; and

1 E. Upsells: Fitness DVDs, Adult DVDs, VIP Savings Center, Super Grocery
2 Savers, Free Shipping Rewards, Magazine Rewards Plus.

3 4. As explained more fully below, Defendants: (1) deceptively market dietary
4 supplements and other products by offering free trials or buy-one-get-one free offers, but failing
5 to disclose, or to disclose adequately, the material terms and conditions of Defendants' offers,
6 including that Defendants enroll consumers who order the products into one or more
7 membership programs and that consumers must cancel the programs within a limited time period
8 to avoid costly recurring monthly charges (a feature known as a "negative option"), and that
9 Defendants impose charges for the initial full month's supply upon the expiration of a trial
10 period, which expires after just fourteen days; (2) claim they have a 100% satisfaction guarantee
11 but fail to disclose, or to disclose adequately, material facts about the refund policy and the costs
12 associated with returning products; (3) make false or unsubstantiated claims that their products
13 RKG Extreme and Pure Green Coffee Bean Plus cause rapid and substantial weight loss without
14 diet or exercise; (4) debit consumers' bank accounts on a recurring basis without obtaining a
15 written authorization as required by the EFTA; (5) sell their products and services online through
16 a negative option feature without providing clear and conspicuous disclosures, obtaining the
17 consumer's express informed consent, and providing simple mechanisms for a consumer to stop
18 recurring charges, as required by the ROSCA; (6) in telemarketing calls, sell additional products
19 and services ("upsells") with negative option features but fail to disclose that the consumer's
20 account will be charged unless he takes affirmative action to avoid the charge, the date the
21 charge will be submitted for payment, and the specific steps he must take to avoid the charge, as
22 required by the TSR; and (7) refuse to honor consumers' requests to stop calling as required by
23 the TSR.

1 **JURISDICTION AND VENUE**

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

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

6 **PLAINTIFF**

7 7. The FTC is an independent agency of the United States Government created by
8 statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
9 which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also
10 enforces Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits false advertisements for
11 food, drugs, devices, services, or cosmetics in or affecting commerce. The FTC also enforces the
12 EFTA, which regulates the rights, liabilities, and responsibilities of participants in electronic
13 fund transfer systems, 15 U.S.C. §§ 1693, et seq. The FTC further enforces the ROSCA, 15
14 U.S.C. §§ 8401-05, which, among other things, bans the use of negative option features in
15 transactions effected on the internet that do not meet certain conditions for disclosure, consent,
16 and cancellation. Moreover, the FTC enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108.
17 Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part
18 310, which prohibits deceptive and abusive telemarketing acts or practices.

19 8. The FTC is authorized to initiate federal district court proceedings, by its own
20 attorneys, to enjoin violations of the FTC Act, the EFTA, the ROSCA, and the TSR, and to
21 secure such other equitable relief as may be appropriate in each case, including rescission or
22 reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-
23 gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b, 1693o(c), 6102(c), and 6105(b).

1 **DEFENDANTS**

2 9. Defendants operate through a tangled web of interrelated companies that include
3 sales or marketing companies that sell the products and funnel proceeds to the other operations
4 and owners (“Sales Entities”), processing and merchant companies that operate merchant
5 accounts to process debit card and credit card payments from their various Sales Entities
6 (“Merchant Card Processing Entities”), service companies that provide financial and operational
7 support services to the other entities (“Support Entities”), and a holding company through which
8 certain individual defendants receive regular distributions and salaries from Defendants’ profits
9 (“Holding Entity”). In some instances, Defendants use their companies for multiple purposes,
10 such as sales and merchant card processing, as described below.

11 **Sales Entities**

12 10. Defendant Health Formulas, LLC (“Health Formulas”), also doing business under
13 numerous fictitious names, including “Simple Pure Nutrition,” is a California limited liability
14 company registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California.
15 This company is at the center of Defendants’ fraud. At all times material to this Complaint,
16 acting alone or in concert with others, Defendants have used Health Formulas as a sales entity to
17 promote and sell Defendants’ products, such as those that bear the “Simple Pure” name. Health
18 Formulas transacts or has transacted business in this District and throughout the United States.

19 11. Defendant Longhorn Marketing, LLC (“Longhorn Marketing”), also doing
20 business under numerous fictitious names, including, “Men’s Health Formulas, LLC,” “Life
21 Vitamins,” and “Unleash the Thunder,” is a Nevada limited liability company registered to do
22 business at 16000 Ventura Boulevard, Suite 1102, Encino, California. At all times material to
23 this Complaint, Defendants have used Longhorn Marketing as a sales entity to promote and sell
24 Defendants’ products, such as Black Bull, a virility product, and Superior Antler and Superior
25

1 Velvet, supposed muscle-building products. Longhorn Marketing transacts or has transacted
2 business in this District and throughout the United States.

3 12. Defendant Method Direct, LLC (“Method Direct”), also doing business under
4 numerous fictitious names, including, “Extamax, LLC,” “Vitaman Labs, Inc.,” “VitaFit,” and
5 “Playboy Offer/DVD Entertainment,” is a Nevada limited liability company registered to do
6 business at 4545 West Spring Mountain Road, Suite 104, Las Vegas, Nevada. At all times
7 material to this Complaint, Defendants have used Method Direct as a sales entity to promote and
8 sell products, such as their Extamax virility product and a monthly adult film DVD program
9 offered as an upsell to purchasers of Defendants’ male enhancement products. Method Direct
10 transacts or has transacted business in this District and throughout the United States.

11 13. Defendant Weight Loss Dojo, LLC (“Weight Loss Dojo”), also doing business
12 under numerous fictitious names, including, “Fitness DVDs,” is a Nevada limited liability
13 company registered to do business at 4545 West Spring Mountain Road, Suite 104, Las Vegas,
14 Nevada. At all times material to this Complaint, Defendants have used Weight Loss Dojo as a
15 sales entity to promote and sell products, such as a monthly fitness DVD program offered as an
16 upsell to purchasers of Defendants’ dietary supplements. Weight Loss Dojo transacts or has
17 transacted business in this District and throughout the United States.

18 14. Defendant VIP Savings, LLC (“VIP Savings”) also doing business as “VIP
19 Savings Center,” is a Nevada limited liability company registered to do business at 16000
20 Ventura Boulevard, Suite 1102, Encino, California. At all times material to this Complaint,
21 Defendants have used VIP Savings as a sales entity to promote and sell products, such as a
22 discount card as an upsell to consumers who have purchased other products from Defendants.
23 VIP Savings transacts or has transacted business in this District and throughout the United
24 States.

1 15. Defendant 458 Media LLC (“458 Media”) is a Nevada limited liability company
2 registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California. At all
3 times material to this Complaint, Defendants have operated 458 Media as a sales entity to
4 promote and sell Defendants’ products. 458 Media transacts or has transacted business in this
5 District and throughout the United States.

6 16. Defendant Alpha Brands LLC (“Alpha Brands”) is a Nevada limited liability
7 company registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California.
8 At all times material to this Complaint, Defendants have operated Alpha Brands as a sales entity
9 to promote and sell Defendants’ products, such as Alpha Prostate 1000 and Peak Prostate. Alpha
10 Brands transacts or has transacted business in this District and throughout the United States.

11 17. Defendant Blu Stella LLC (“Blu Stella”) is a Nevada limited liability company
12 registered to do business at 318 North Carson Street, Suite 208, Carson City, Nevada. At all
13 times material to this Complaint, Defendants have operated Blu Stella as a sales entity to
14 promote and sell Defendants’ products. Blu Stella transacts or has transacted business in this
15 District and throughout the United States.

16 18. Defendant Brilliant Skin, LLC (“Brilliant Skin”) is a Nevada limited liability
17 company registered to do business at 5550 Painted Mirage Road, Suite 320, Las Vegas, Nevada.
18 At all times material to this Complaint, Defendants have operated Brilliant Skin as a sales entity
19 to promote and sell Defendants’ products, such as their Bright Skin products. Brilliant Skin
20 transacts or has transacted business in this District and throughout the United States.

21 19. Defendant Discount Provisions L.L.C. (“Discount Provisions”) is a Nevada
22 limited liability company registered to do business at 16000 Ventura Boulevard, Suite 1102,
23 Encino, California. At all times material to this Complaint, Defendants have operated Discount
24 Provisions as a sales entity to promote and sell Defendants’ products, such as their monthly
25 “Super Grocery Savers” program offered as an upsell to purchasers of Defendants’ other

1 products. Discount Provisions transacts or has transacted business in this District and throughout
2 the United States.

3 20. Defendant Extamax, LLC is a Nevada limited liability company registered to do
4 business at 4545 West Spring Mountain Road, Suite 104, Las Vegas, Nevada. At all times
5 material to this Complaint, Defendants have operated Extamax, LLC as a sales entity to promote
6 and sell Defendants' products, such as Extamax and Nitro Prime. Extamax, LLC transacts or has
7 transacted business in this District and throughout the United States.

8 21. Defendant F12 Media LLC ("F12 Media") is a Nevada limited liability company
9 registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California. At all
10 times material to this Complaint, Defendants have operated F12 Media as a sales entity to
11 promote and sell Defendants' products. F12 Media transacts or has transacted business in this
12 District and throughout the United States.

13 22. Defendant Flex Formulas LLC ("Flex Formulas") is a Nevada limited liability
14 company registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California.
15 At all times material to this Complaint, Defendants have operated Flex Formulas as a sales entity
16 to promote and sell Defendants' products, such as Peak Joint Flex and Miracle Flex. Flex
17 Formulas transacts or has transacted business in this District and throughout the United States.

18 23. Defendant GCB Marketing LLC ("GCB") is a Nevada limited liability company
19 registered to do business at 8275 S. Eastern Avenue, Suite 200-676, Las Vegas, Nevada. At all
20 times material to this Complaint, Defendants have operated GCB as a sales entity to promote and
21 sell Defendants' products. GCB transacts or has transacted business in this District and
22 throughout the United States.

23 24. Defendant Luminous Skin LLC ("Luminous Skin") is a Nevada limited liability
24 company registered to do business at 8275 S. Eastern Avenue, Suite 200-658, Las Vegas,
25 Nevada. At all times material to this Complaint, Defendants have operated Luminous Skin as a

1 sales entity to promote and sell Defendants' products, such as their garcinia cambogia and Rx
2 Repair products. Luminous Skin transacts or has transacted business in this District and
3 throughout the United States.

4 25. Defendant Men's Health Formulas, LLC ("Men's Health Formulas") is a Nevada
5 limited liability company registered to do business at 4545 West Spring Mountain Road, Suite
6 104, Las Vegas, Nevada. At all times material to this Complaint, Defendants have operated
7 Men's Health Formulas as a sales entity to promote and sell Defendants' products, such as Black
8 Bull, Superior Velvet, Nitro Shred, and Formula T-10. Men's Health Formulas transacts or has
9 transacted business in this District and throughout the United States.

10 26. Defendant Metabolic Labs LLC ("Metabolic Labs") is a Nevada limited liability
11 company registered to do business at 318 North Carson Street, Suite 208, Carson City, Nevada.
12 At all times material to this Complaint, Defendants have operated Metabolic Labs as a sales
13 entity to promote and sell Defendants' products, such as Peak Metabolic. Metabolic Labs
14 transacts or has transacted business in this District and throughout the United States.

15 27. Defendant Miracle Male, LLC ("Miracle Male") is a Nevada limited liability
16 company registered to do business at 1810 East Sahara Avenue, Suite 214, Las Vegas, Nevada.
17 At all times material to this Complaint, Defendants have operated Miracle Male as a sales entity
18 to promote and sell Defendants' products, such as Cyladex. Miracle Male transacts or has
19 transacted business in this District and throughout the United States.

20 28. Defendant Moringa Marketing LLC ("Moringa Marketing") is a Nevada limited
21 liability company registered to do business at 9550 S. Eastern Avenue, Suite 253, Las Vegas,
22 Nevada. At all times material to this Complaint, Defendants have operated Moringa Marketing
23 as a sales entity to promote and sell Defendants' products. Moringa Marketing transacts or has
24 transacted business in this District and throughout the United States.

25

1 card processing entity that owns merchant accounts that process payments for the sales of
2 Defendants' products, such as their RKG Extreme, Pure Green Coffee Bean Plus, and garcinia
3 cambogia products. Pure Vitamins is a processor for other Defendants, including Health
4 Formulas, and as such, transfers proceeds of sales to other Defendants within the common
5 enterprise. Pure Vitamins transacts or has transacted business in this District and throughout the
6 United States.

7 34. Defendant Barrel Roll, LLC ("Barrel Roll") is a Nevada limited liability company
8 registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California. At all
9 times material to this Complaint, Defendants have operated Barrel Roll as a merchant card
10 processing entity that owns merchant accounts that process payments for the sale of Defendants'
11 products, such as their garcinia cambogia and DVD products. Barrel Roll transacts or has
12 transacted business in this District and throughout the United States.

13 35. Defendant BSC Marketing, LLC ("BSC") is a Nevada limited liability company
14 registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California. At all
15 times material to this Complaint, Defendants have operated BSC as a merchant card processing
16 entity that owns merchant accounts that process payments for the sale of Defendants' products,
17 such as their green coffee bean extract, fitness DVD, Formula T-10, Black Bull, and Superior
18 Velvet products. BSC transacts or has transacted business in this District and throughout the
19 United States.

20 36. Defendant Cherry Hill Marketing, LLC ("Cherry Hill") is a Nevada limited
21 liability company registered to do business at 3651 Lindell Road, Suite D354, Las Vegas,
22 Nevada. At all times material to this Complaint, Defendants have operated Cherry Hill as a
23 merchant card processing entity that owns merchant accounts that process payments for the sales
24 of Defendants' products, such as their green coffee bean extract and Bright Skin products.
25 Cherry Hill transacts or has transacted business in this District and throughout the United States.

1 37. Defendant CSA Ventures, LLC (“CSA Ventures”) is a Nevada limited liability
2 company registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino, California.
3 At all times material to this Complaint, Defendants have operated CSA Ventures as a merchant
4 card processing entity that owns merchant accounts that process payments for the sales of
5 Defendants’ products, such as their green coffee bean extract, fitness DVD, and Rx Repair
6 products. CSA Ventures transacts or has transacted business in this District and throughout the
7 United States.

8 38. Defendant Diet Concepts, LLC (“Diet Concepts”) is a Nevada limited liability
9 company registered to do business at 3651 Lindell Road, Suite D354, Las Vegas. At all times
10 material to this Complaint, Defendants have operated Diet Concepts as a merchant card
11 processing entity that owns merchant accounts that process payments for the sales of
12 Defendants’ products, such as Skinny 6. Diet Concepts transacts or has transacted business in
13 this District and throughout the United States.

14 39. Defendant Health Products Direct, LLC (“Health Products”) is a Nevada limited
15 liability company registered to do business at 1810 East Sahara Avenue, Suite 1360, Las Vegas,
16 Nevada. At all times material to this Complaint, Defendants have operated Health Products as a
17 merchant card processing entity that owns merchant accounts that process payments for the sale
18 of Defendants’ products, such as their green coffee bean extract, garcinia cambogia, Superior
19 Antler Velvet, Black Bull, and Rx Repair products. Health Products transacts or has transacted
20 business in this District and throughout the United States.

21 40. Defendant KMS Marketing, LLC (“KMS”) is a Nevada limited liability
22 corporation registered to do business at 4545 Spring Mountain Road, Suite 104, Las Vegas,
23 Nevada. At all times material to this Complaint, Defendants have operated KMS as a merchant
24 card processing entity that owns merchant accounts that process payments for the sales of
25 Defendants’ products, such as green coffee bean extract, garcinia cambogia, Formula T10, Black

1 Bull, and DVD products. KMS transacts or has transacted business in this District and
2 throughout the United States.

3 41. Defendant Natural Products Direct, LLC (“Natural Products”) is a Nevada limited
4 liability corporation registered to do business at 3430 East Russell Road, Suite 301-41, Las
5 Vegas, Nevada. At all times material to this Complaint, Defendants have operated Natural
6 Products as a merchant card processing entity that owns merchant accounts that process
7 payments for the sales of Defendants’ products, such as green coffee bean extract, garcinia
8 cambogia, and Formula T10. Natural Products transacts or has transacted business in this
9 District and throughout the United States.

10 42. Defendant Northern Health Products, LLC (“Northern Health”) is a Nevada
11 limited liability corporation registered to do business at 3430 East Russell Road, Suite 301-40,
12 Las Vegas, Nevada. At all times material to this Complaint, Defendants have operated Northern
13 Health as a merchant card processing entity that owns merchant accounts that process payments
14 for the sales of Defendants’ products, such as Superior Antler Velvet and Formula T10.
15 Northern Health transacts or has transacted business in this District and throughout the United
16 States.

17 43. Defendant Pure and Natural Health Products, LLC (“Pure and Natural Health”) is
18 a Nevada limited liability corporation registered to do business at 16000 Ventura Boulevard,
19 Suite 1102, Encino, California. At all times material to this Complaint, Defendants have
20 operated Pure and Natural Health as a merchant card processing entity that owns merchant
21 accounts that process payments for the sales of Defendants’ products, such as their green coffee
22 bean extract, garcinia cambogia, and RX Repair products. Pure and Natural Health transacts or
23 has transacted business in this District and throughout the United States.

24 44. Defendant Pure and Simple Health Products, LLC (“Pure and Simple Health”) is
25 a Nevada limited liability corporation registered to do business at 16000 Ventura Boulevard,

1 Suite 1102, Encino, California. At all times material to this Complaint, Defendants have
2 operated Pure and Simple Health as a merchant card processing entity that owns merchant
3 accounts that process payments for the sales of Defendants' products, such as their green coffee
4 bean extract, garcinia cambogia, Skinny 6, and Bright Skin products. Pure and Simple Health
5 transacts or has transacted business in this District and throughout the United States.

6 45. Defendant Radiant Skin, LLC ("Radiant Skin") is a Nevada limited liability
7 corporation registered to do business at 3651 Lindell Road, Suite D163, Las Vegas, Nevada. At
8 all times material to this Complaint, Defendants have operated Radiant Skin as a merchant card
9 processing entity that owns merchant accounts that process payments for the sales of
10 Defendants' products, such as their RX Repair and Bright Skin products. Radiant Skin transacts
11 or has transacted business in this District and throughout the United States.

12 46. Defendant Shimmering Skin, LLC ("Shimmering Skin") is a Nevada limited
13 liability corporation registered to do business at 1810 East Sahara Avenue, Suite 1358, Las
14 Vegas, Nevada. At all times material to this Complaint, Defendants have operated Shimmering
15 Skin as a merchant card processing entity that owns merchant accounts that process payments for
16 the sales of Defendants' products, such as their green coffee bean extract, garcinia cambogia, RX
17 Repair, and Bright Skin products. Shimmering Skin transacts or has transacted business in this
18 District and throughout the United States.

19 47. Defendant Tindy Films, LLC ("Tindy Films") is a Nevada limited liability
20 corporation registered to do business at 16000 Ventura Boulevard, Suite 1102, Encino,
21 California. At all times material to this Complaint, Defendants have operated Tindy Films as a
22 merchant card processing entity that owns merchant accounts that process payments for the sales
23 of Defendants' products, such as their DVD upsell products. Tindy Films transacts or has
24 transacted business in this District and throughout the United States.

25

1 or participated in the acts and practices of the other corporate Defendants. CSC's headquarters
2 serves as the corporate address or mailing address for Health Formulas and many, if not all, of
3 the other Defendants listed above. Moreover, all corporate bank accounts for the above
4 Defendants are held in the name of CSC. CSC transacts or has transacted business in this
5 District and throughout the United States.

6 **Holding Entity**

7 52. Defendant Method Films, Inc. ("Method Films") is a Nevada corporation with its
8 principal place of business at the same location that its registered to do business, 16000 Ventura
9 Boulevard, Suite 1102, Encino California. Method Films is owned and operated by Danelle and
10 Jason Miller, who individually and collectively have formulated, directed, controlled, had the
11 authority to control, or participated in the acts and practices of the other corporate Defendants.
12 Method Films is funded by the operations and sales of other companies within the common
13 enterprise and transfers profits and compensation from companies within the common enterprise
14 to Danelle and Jason Miller. Method Films also has an ownership interest in several other
15 corporate defendants. From January 1, 2010 to October 16, 2014, Method Films received
16 approximately \$12 million from the profits of the Enterprise.

17 **Individual Defendants**

18 53. Defendant Brandon Chapnick ("Chapnick") is an owner of each corporate
19 defendant except Method Films. He is also the Chief Financial Officer and Director of CSC,
20 Managing Member of BSC Marketing, CSA Ventures, and Men's Health Formulas, and
21 Manager of Wellness Labs. He is also a bank signatory for the corporate accounts for CSC,
22 Method Direct, Pure Vitamins, Weight Loss Dojo, and MDCC. At all times material to this
23 Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the
24 authority to control, or participated in the acts and practices of the corporate defendants that
25 constitute the common enterprise, including the acts and practices set forth in this Complaint.

1 Chapnick resides in California. In connection with the matters alleged herein, he transacts or has
2 transacted business in this District.

3 54. Defendant Keith Smukler (“Smukler”) is an owner of each corporate defendant
4 except Method Films. He is also the Secretary and Director of CSC, Chief Executive Officer of
5 Health Formulas, and Manager of Longhorn Marketing, Pure Vitamins, Weight Loss Dojo, DJD
6 Distribution, and Discount Provisions. Moreover, he is a bank signatory for the corporate
7 accounts of CSC, Method Direct, Pure Vitamins, Weight Loss Dojo, and MDCC. At all times
8 material to this Complaint, acting alone or in concert with others, he has formulated, directed,
9 controlled, had the authority to control, or participated in the acts and practices of the corporate
10 defendants that constitute the common enterprise, including the acts and practices set forth in this
11 Complaint. Smukler resides in California. In connection with the matters alleged herein, he
12 transacts or has transacted business in this District.

13 55. Defendant Danelle Miller (“Danelle Miller”), also known as Danelle Folta and
14 Danelle Kenealy, is an owner of each corporate defendant except CSC. She is also the Manager
15 of Health Formulas, MDCC, and Luminous Skin. She is also a bank signatory for the corporate
16 accounts of Method Direct, Pure Vitamins, Weight Loss Dojo, and MDCC. At all times material
17 to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled,
18 had the authority to control, or participated in the acts and practices of the corporate defendants
19 that constitute the common enterprise, including the acts and practices set forth in this
20 Complaint. Danelle Miller resides in California. In connection with the matters alleged herein,
21 she transacts or has transacted business in this District.

22 56. Defendant Jason Miller (“Jason Miller”) is an owner of each corporate defendant
23 except CSC. He is also a Manager of Health Formulas, Method Direct, Pure Vitamins, 458
24 Media, Alpha Brands, Extamax, LLC, F12 Media, Flex Formulas, GCB Marketing, Moringa
25 Marketing, Northbound Marketing, Skinny 7, and Yacon Marketing. He is moreover a bank

1 signatory for the corporate accounts of Method Direct, Pure Vitamins, Weight Loss Dojo, and
 2 MDCC. He is further the domain registrant for all of the above corporate defendants' websites
 3 and registered many of the above corporate defendants' toll-free telephone numbers. At all times
 4 material to this Complaint, acting alone or in concert with others, he has formulated, directed,
 5 controlled, had the authority to control, or participated in the acts and practices of the corporate
 6 defendants that constitute the common enterprise, including the acts and practices set forth in this
 7 Complaint. Jason Miller resides in California. In connection with the matters alleged herein, he
 8 transacts or has transacted business in this District.

9 **COMMON ENTERPRISE**

10 57. Defendants Health Formulas, Pure Vitamins, Longhorn Marketing, Method
 11 Direct, Weight Loss Dojo, VIP Savings, DJD Distribution, MDCC, CSC, 458 Media, Alpha
 12 Brands, Blu Stella, Brilliant Skin, Discount Provisions, Extamax, LLC, F12 Media, Flex
 13 Formulas, GCB Marketing, Luminous Skin, Men's Health Formulas, Metabolic Labs, Miracle
 14 Male, Moringa Marketing, Northbound Marketing, Skinny 7, Wellness Labs, Yacon Marketing,
 15 Barrel Roll, BSC Marketing, Cherry Hill Marketing, CSA Ventures, Diet Concepts, Health
 16 Products Direct, KMS Marketing, Natural Products Direct, Northern Health Products, Pure and
 17 Natural Health Products, Pure and Simple Health Products, Radiant Skin, Shimmering Skin,
 18 Tindy Films, Wellness Products, and Method Films (collectively, "Corporate Defendants")¹ have
 19

20
 21 ¹ Throughout this Complaint, the FTC uses the term "Corporate Defendants" to refer collectively
 22 to Health Formulas, Pure Vitamins, Longhorn Marketing, Method Direct, Weight Loss Dojo,
 23 VIP Savings, DJD Distribution, MDCC, CSC, 458 Media, Alpha Brands, Blu Stella, Brilliant
 24 Skin, Discount Provisions, Extamax, LLC, F12 Media, Flex Formulas, GCB Marketing,
 25 Luminous Skin, Men's Health Formulas, Metabolic Labs, Miracle Male, Moringa Marketing,
 Northbound Marketing, Skinny 7, Wellness Labs, Yacon Marketing, Barrel Roll, BSC
 Marketing, Cherry Hill Marketing, CSA Ventures, Diet Concepts, Health Products Direct, KMS
 Marketing, Natural Products Direct, Northern Health Products, Pure and Natural Health
 Products, Pure and Simple Health Products, Radiant Skin, Shimmering Skin, Tindy Films,

1 operated as a common enterprise while engaging in the deceptive acts and practices and other
2 violations of law alleged below. The Corporate Defendants have conducted the business
3 practices described below through an interrelated network of companies that have common
4 ownership, officers, managers, business functions, employees, office locations, telephone
5 numbers, domain registrants, and bank signatories. While several of the defendants are
6 registered to do business at several different addresses in Los Angeles and Las Vegas, all of the
7 Corporate Defendants perform business operations at three shared business addresses: 16000
8 Ventura Boulevard, Suite 1102, Encino California; 9200 Lurline, Unit F, Chatsworth, California;
9 and 4545 Spring Mountain Road, Suite 104, Las Vegas, Nevada. The Corporate Defendants also
10 regularly transfer funds between corporate accounts and have certain unified accounting
11 functions. Because these Corporate Defendants have operated as a common enterprise, each of
12 them is jointly and severally liable for the acts and practices alleged below. Defendants
13 Chapnick, Smukler, Danelle Miller, and Jason Miller (collectively, "Individual Defendants")
14 have formulated, directed, controlled, had the authority to control, or participated in the acts and
15 practices of the Corporate Defendants that constitute the common enterprise.

16 **COMMERCE**

17 58. At all times material to this Complaint, Corporate Defendants and Individual
18 Defendants (collectively, "Defendants") have maintained a substantial course of trade in or
19 affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

20 **DEFENDANTS' BUSINESS PRACTICES**

21 59. Since at least January 2010, Defendants have deceptively marketed, labeled,
22 advertised, promoted, offered to sell, sold, and distributed numerous dietary supplements and
23

24 Wellness Products, and Method Films even though several of these entities have elected other
25 forms of business association.

1 other products under various brand names, including, but not limited to, “RKG Extreme,” “Pure
2 Green Coffee Bean Plus,” “SimplePure HCG Diet Drops,” “Pure Garcinia Cambogia Extract,”
3 “Black Bull,” “Superior Antler,” Superior Velvet,” and “Bright Skin Super C serum,” to
4 consumers throughout the United States.

5 60. Defendants market and sell their products through several media channels,
6 including Internet websites that Defendants own and operate; Internet advertisements on third-
7 party websites such as Facebook; print, radio and television advertisements; and telemarketing.

8 61. Defendants entice consumers to call the toll-free telephone numbers listed in their
9 advertisements or visit their websites by advertising a month’s supply of their product to try for
10 free or by making a buy-one-get-one free offer. Defendants lure consumers to provide their
11 credit or debit card information by representing that consumers only need to pay a nominal
12 shipping and handling charge, typically \$6.95 or less, for the free month’s supply, or in
13 telemarketing transactions, by offering a drastically reduced cost on a buy-one-get-one free offer.

14 62. After consumers provide their credit or debit card information, Defendants
15 automatically enroll consumers into continuity membership programs with negative option
16 features, confusingly named “guarantee programs” or something similar, and charge consumers
17 on a recurring basis for monthly product shipments until the consumer takes affirmative action to
18 cancel. A provision in which a seller interprets the customer’s silence or failure to take an
19 affirmative action to reject goods or services or to cancel the agreement as an acceptance of the
20 offer, is known as a “negative option” feature.

21 63. In telemarketing transactions, after consumers provide their credit card numbers,
22 Defendants pitch other upsell products, but Defendants fail to disclose or disclose adequately the
23 negative option feature on those upsells, including the recurring monthly charges.

24 64. Consumers often first learn of the ongoing charges after they have received their
25 financial account statement or received an unexpected product shipment.

- 1 • WARNING: Due to recently being featured on T.V. we cannot guarantee supply.
2 As of [date website visited] we currently have product IN STOCK (*See* Exhibit B
3 at 6.)
- 4 • Hurry! Only while supplies last!! Trials are very limited! (*See* Exhibit E at 17.)

5 70. Defendants' marketing efforts have also included the use of pop ups designed to
6 discourage consumers from leaving the offer sites. In several instances, when consumers attempt
7 to leave the offer sites, a confirmation box pops up urging consumers to remain on the site.
8 Screen prints of the Pure Garcinia Cambogia Extract Offer Site, which capture the appearance of
9 a confirmation box, are attached hereto as Exhibit A at 5.

10 71. Versions of the Defendants' websites offering weight loss products include
11 specific claims in bold and large letters about the efficacy and performance of the products, such
12 as:

13 Exhibit B at 6-7:
14 **Burn Fat Without Diet Or Exercise**
15 **Shed Pounds Fast**

16 Exhibit D at 12:
17 **Super Concentrated Double Fat Burning**
18 **Extreme Weight Loss!**

19 72. Many of Defendants' weight loss websites and promotional materials also include
20 prominent images of young, thin women in bikinis who are happily holding tape measures
21 around their waists or celebrating while standing on a scale, or images of thin women holding
22 out the waistband of pants that are several sizes too large to indicate their substantial weight loss.
23 They also feature purported testimonials from consumers and "medical experts" that support the
24 message to consumers that Defendants' products will result in rapid and substantial weight loss.
25 Examples of these images appear at Exhibit B at 6-8 and Exhibit D at 12-13.

1 73. Defendants require consumers who wish to order these products to click on a
 2 prominent “Send My Order Now” button on the website. Other websites require consumers to
 3 enter contact and shipping information on the home page and then click on a prominent “Order
 4 Now,” “Send Now,” or “Rush My Trial” button. Upon clicking on the button, Defendants’
 5 websites take consumers to a payment page.

6 74. For “free” trial offers, Defendants’ payment page contains prominent statements
 7 indicating that consumers will receive, without charge, a one-month supply of the product. For
 8 example, the payment page of the PureGC60.com Offer Site (Exhibit A at 4) states in bold large
 9 font:

10 **1 Month Supply of Garcinia Cambogia Extract**
 11 **1 Month Supply Free Trial**
Just pay shipping

12 75. Typically, this payment page distinguishes the “free” trial offer from other options
 13 to pay for greater quantities of product. Defendant’s dietary supplement products cost
 14 approximately \$60 to \$210 per bottle. By comparison, Defendants frequently list the trial offer
 15 as “free,” or zero dollars, or simply the cost of shipping and handling. For example, the payment
 16 page for the Black Bull Offer Site at www.unleashtethunder.com (Exhibit F at 24) states in bold
 17 and bright black and red text:

	Price
Black Bull	\$0.00
Month Supply	

21 76. Immediately adjacent to the menu of ordering options is a box requesting the
 22 consumer’s financial account information, as well as a button labeled “Order Now” or “Rush My
 23 Trial.”

1 77. In numerous instances, consumers must click a separate link for terms and
2 conditions or scroll down the payment page to see any further fine print disclosures about the
3 cost of the product.

4 78. Adjacent to the “Order Now” or “Rush My Trial” button on the payment
5 information page is a smaller box next to the statement, “I agree to the Terms and
6 Conditions.” Consumers are not required to read the Defendants’ terms and conditions before
7 they check the box adjacent to the statement, “I agree to the Terms and Conditions,” and
8 Defendants’ terms and conditions can be found nowhere near that statement on Defendants’
9 websites. Instead, the terms and conditions appear on a separate page that consumers must reach
10 by scrolling through the equivalent of two printed pages to the bottom of the webpage and
11 clicking on a hyperlink for “terms and conditions” that appears in much smaller font. The terms
12 and condition document is typically ten pages long.

13 79. The only disclosure paragraph that typically appears on the Defendants’ payment
14 webpage is in much smaller font than most others used on the webpage and buried in boxes with
15 other fine print information that is confusing and difficult to read. For instance, the first sentence
16 of the disclosure typically reiterates the consumer’s understanding: “You must pay a shipping
17 and handling fee of \$4.95 for us to send you a full 30 day supply of Garcinia Cambogia Extract.”
18 (*See Exhibit A at 4.*) It is not until the middle of the paragraph that any statement appears
19 indicating that the trial period lasts only fourteen days, that it begins when the items are shipped
20 (rather than when they are received), or that additional charges will be imposed thereafter.

21 80. In some instances, Defendants’ disclosure paragraph does not give any
22 disclosures about when the free trial starts.

23 81. Nowhere on the payment page or in proximity to the Defendants’ promotional
24 statements concerning the free trial do the Defendants disclose the steps that consumers must
25

1 take to avoid being charged for the trial samples and for recurring monthly shipments. These
2 obligations are referenced only in the separate lengthy multi-page terms and conditions webpage.

3 82. After a consumer completes the payment page, Defendants' websites take
4 consumers to a confirmation page with offers for additional upsell products.

5 83. Defendants sometimes send consumers a confirmation e-mail regarding the order
6 that, in numerous instances, reinforces the consumers' impression that they have simply acquired
7 the Defendants' product to try for free for one month. In numerous instances, Defendants' e-
8 mail shows no charges for the trial product other than the nominal shipping and handling fee.

9 84. In numerous instances, Defendants' e-mail does not indicate that the "free" trial is
10 a continuity program, such that consumers will incur a monthly charge unless they cancel the
11 membership, or that Defendants will charge or debit the financial account the consumer
12 provided, when the charge will be imposed, or how to avoid the charge.

13 85. In numerous instances, the Defendants' e-mail reiterates that the consumer
14 ordered a "trial month supply," but fails to disclose that the trial period lasts only fourteen days.

15 86. For example, one e-mail sent to consumers who purchased a Pure Garcinia
16 Cambogia Extract trial is included at Exhibit G at 28-29. It states:

17 "Congratulations on taking advantage of Pure Garcinia Cambogia
18 w/60% HCA.

19 Please print a copy of this email receipt for your records. The shipping
20 charge you have authorized today will appear on your credit card
statement..."

21 87. In connection with the "free" trial offers, the Defendants fail to disclose, or to
22 disclose adequately, that consumers will be charged for the full bottle of product, usually an
23 amount between \$60 and \$210, unless the consumer takes affirmative steps to cancel within the
24 fourteen-day trial period. In addition, Defendants fail to disclose, or to disclose adequately, that
25 consumers who order a "free" trial bottle are also automatically enrolled in a negative option

1 continuity plan with charges each month for recurring shipments of the products without
2 Defendants obtaining the consumer's consent.

3 **Defendants' Deceptive and Abusive Telephone Sales**

4 88. In addition to online marketing, Defendants sell their dietary supplement and
5 other products, as well as the products of third parties, through telemarketing call centers.
6 Defendants' telemarketing representatives frequently fail to disclose, or to disclose adequately,
7 that they enroll consumers who order a product from a "free" trial and sometimes a buy-one-get-
8 one free offer into a continuity program.

9 89. Defendants advertise online, in local newspapers, and on the radio, soliciting
10 consumers to call the toll-free telephone numbers Defendants provide. Examples of the print
11 advertisements appear at Plaintiff's Exhibits H and I. During the telemarketing sales calls, which
12 typically last about thirty minutes, Defendants' telemarketers have induced consumers to
13 purchase their weight loss products by representing that Defendants offer a "money-back
14 guarantee" or will pay consumers for each pound they lose.

15 90. In numerous instances during the telemarketing sales calls, Defendants'
16 telemarketers make assurances that Defendants' products are backed by a money back guarantee.
17 For example, Defendants state that they provide a full refund of the product price if consumers
18 are not completely satisfied within a specified period of time, and state that consumers do not
19 need any reason to return Defendants' products for a full refund.

20 91. Once consumers agree to purchase the product, Defendants' telemarketers take
21 the consumers' debit or credit card information. After taking the consumers' billing information,
22 Defendants' telemarketers quickly mention that consumers will receive another bottle of the
23 product in thirty days and every thirty days thereafter, purportedly to ensure the consumer has a
24 sufficient supply of product to meet their goals. Defendants' telemarketers do not seek
25 consumers' consent before signing them up for this program. They also fail to communicate the

1 costs associated with this recurring automatic shipment program or when consumers must cancel
2 the program to avoid further charges.

3 92. Next, Defendants' telemarketers quickly roll into an announcement that
4 Defendants will automatically enroll the consumer in "free" trial offers for various additional
5 products including, but not limited to: Free Shipping Rewards (a program that offers "free
6 shipping" on Defendants' products and other products for a monthly fee), Magazine Rewards
7 Plus (a program that offers consumers subscriptions to various magazines and publications for a
8 monthly or annual fee), VIP Savings (a program that offers discounts and coupons for stores,
9 restaurants and other products or services for a monthly fee), My Fitness DVDs/My Exercise
10 DVDs (a program that offers two "free" exercise DVDs when a consumer enrolls and agrees to
11 pay monthly fees for additional DVDs), Playboy Offer/DVD Entertainment (a parallel DVD
12 program for adult films), and/or Super Grocery Savers (a program that offers discounts and
13 coupons for groceries for a monthly fee). Defendants' telemarketers offer these products and
14 services on behalf of the Defendants or on behalf of third party sellers.

15 93. Defendants' telemarketers frequently gloss over the terms of these upsells during
16 the call or speak about them at an excessive speed or in a vague manner that renders the
17 disclosures regarding the cost and the negative option continuity program incomprehensible.

18 94. When consumers indicate that they are not interested in the additional offers,
19 Defendants' telemarketers assure them that the additional products are free and that consumers
20 can simply cancel them once they receive the products in the mail.

21 95. In numerous instances, Defendants' telemarketers enroll consumers into these
22 upsell membership programs without their affirmative consent.

23 96. Defendants also have initiated calls to consumers who had previously stated that
24 they did not wish to receive calls from Defendants' telemarketers.

25

Defendants Impose Additional Charges and Debits

1
2 97. Whether Defendants obtain consumers' account information through a website
3 order or a telephone order, Defendants use the consumer's payment information to charge the
4 consumer's credit card or debit the consumer's bank account for the full price of the product or
5 other upsell products, several days after a consumer agrees to Defendants' offer. The charge for
6 dietary supplement products typically ranges from \$60 to \$210. The charge for upsell products
7 ranges from \$7.95 to \$60.97.

8 98. In addition, Defendants enroll consumers who agree to the free trial and certain
9 buy-one-get-one free offers, into a negative option continuity program with recurring monthly
10 charges.

11 99. In numerous instances, consumers are unaware that Defendants enrolled them into
12 continuity programs and imposed charges on their credit card accounts or debited their bank
13 accounts in excess of the shipping and handling fee. In numerous instances, consumers have not
14 discovered that Defendants were imposing charges or debits in excess of the shipping and
15 handling fee until the consumers reviewed their credit or bank account statements.

16 100. In many instances, consumers first become aware of their enrollment in
17 Defendants' negative option continuity programs when they receive a second shipment from
18 Defendants. By this time, the Defendants will have charged consumers not only for the initial
19 shipment and handling fees, the full price of a month's supply of product, but also for this second
20 shipment.

21 101. Defendants do not obtain authorization in a writing signed or similarly
22 authenticated by the consumer to debit consumers' bank accounts on a recurring basis.
23 Defendants also fail to provide consumers with a copy of any purported authorization to debit the
24 consumers' bank accounts on a recurring basis.

25

1 102. Upon discovering the charge, many consumers call the Defendants. Defendants’
2 customer service representatives inform consumers who complain that the consumers had agreed
3 to the charges because they were disclosed in the terms and conditions page of the Defendants’
4 websites or during the telemarketing call. For many consumers, this is the first time they learn of
5 the material terms and conditions of the offer.

6 103. Despite touting their “100% Satisfaction Guarantee” on their websites,
7 Defendants leave many consumers dissatisfied when consumers discover these additional
8 charges and are referred to the terms and conditions page of Defendants’ websites.

9 104. In numerous instances, Defendants also enroll consumers in, and charge
10 consumers’ credit cards or debit their bank accounts for, continuity programs for the additional
11 upsell products identified above in Paragraph 92. Many of these upsell products are also offered
12 on a “free” trial basis. Consumers are frequently unaware of their enrollment in Defendants’
13 continuity programs for the upsell products until they receive a second shipment of the products.
14 By this time, the Defendants will have charged consumers for the initial shipment and handling
15 fees as well as the full price of at least two months’ supply of product. The additional upsell
16 products, like the underlying products, frequently generate recurring monthly charges that
17 consumers have not authorized and have terms and conditions, including cancellation policies
18 that consumers do not understand.

19 **Defendants’ Unlawful Practices Relating to Refunds and Cancellations**

20 105. In numerous instances, when consumers call Defendants to complain about the
21 unexpected charges or debits, Defendants tell consumers that the continuity plan will be
22 cancelled, but that their money will not be refunded. In some instances, Defendants tell
23 consumers that they can receive a partial refund, or that they can keep the unused product for a
24 discounted rate.

25 106. Defendants impose various cancellation requirements on free trial offers.

1 107. For example, in numerous instances, Defendants require consumers to obtain a
2 Return Merchandise Authorization (“RMA”) number from Defendants, then mail the product
3 back in time for Defendants to receive it before the expiration of the trial period, and obtain
4 delivery confirmation. Defendants have denied refunds to consumers who have failed to meet all
5 of these conditions.

6 108. In numerous instances, in the sale of products on a buy-one-get-one free offer,
7 Defendants have denied refunds to consumers on the basis that the consumer opened the bottle of
8 product. Defendants have failed to disclose or disclose adequately that a condition to the “100%
9 Satisfaction Guarantee” or the 30-day money back guarantee is that the consumer leave the
10 supply of product unopened.

11 109. In telemarketing transactions, Defendants require consumers to call a separate and
12 different number to cancel each and every product that they upsell to the consumer. In numerous
13 instances, consumers who have called to cancel one product, have continued to be charged for
14 other upsells they were not aware they had ordered or they believed they had already cancelled.

15 110. In numerous instances, even when consumers successfully have satisfied the
16 Defendants’ conditions for a refund, Defendants have promised refunds but never issued them.

17 111. In other instances, consumers have received refunds from Defendants, but only
18 after they have complained to their credit card companies, law enforcement, or the Better
19 Business Bureau. Even in those instances, however, Defendants have not always issued full
20 refunds.

21
22
23
24
25

1 **Defendants' Misrepresentations Regarding Weight Loss Product Claims**

2 112. Defendants label, advertise, market, distribute, promote, offer to sell, and sell
3 various purported weight loss products, including RKG Extreme and Green Coffee Bean Plus,²
4 through telemarketing, and through Internet, print, radio, and television advertisements. For
5 example, Defendants use www.rkgextreme.com (the RKG Extreme Offer Site) (Exhibit D) and
6 www.buygcb.com (the Pure Green Coffee Bean Plus Offer Site) (Exhibit B).

7 113. To induce consumers to purchase Defendants' weight loss supplement products,
8 Defendants have disseminated, or caused to be disseminated, advertisements for RKG Extreme
9 and Pure Green Coffee Bean Plus, including, but not limited to the below Exhibits. These
10 advertisements contain the following statements among others:

11 A. Print Advertisement for RKG Extreme (*See* Exhibit H at 30.)

12 • **RKG Extreme is paying you by the pound!**

13 ○ SimplePure Nutrition is looking for participants in their ground
14 breaking "Pay per pound" program featuring the popular green
15 coffee bean extract. The bean made national news recently with the
16 scientific discovery that it triggers weight loss and improves cardio
17 health!

18 • **GET PAID TO LOSE WEIGHT AND BOOST ENERGY**

19 ○ ...Lose weight with RKG Extreme and get paid \$5 per pound of
20 weight loss. . . .

21 • **Extreme Results with RKG**

22 • **Rapid Weight Loss**

23
24 _____
25 ² Although advertised under different names, RKG Extreme and Green Coffee Bean Plus appear to contain the same ingredients.

1 B. Print Advertisement for RKG Extreme (*See* Exhibit I at 31.)

2 **get paid to lose weight**

3 . . .With the recent clinical studies of the green coffee bean showing and[sic]
4 average of 17lbs of weight loss without diet and exercise, we are excited to
5 introduce our advanced new formula, **RKG Extreme**. By combining green
6 coffee bean extract with raspberry ketones, we've designed a dual action fat
7 burning formula that not only speeds up weight loss but prevents fat absorption so
8 when[sic] you take it off and keep it off!

9 **Get Paid, Lose Weight!**

10 C. Website Advertisement for RKG Extreme (*See* Exhibit D at 12, 15.)

- 11 • **Extreme Weight Loss!**
- 12 • **Super Concentrated Double Fat Burning**
- 13 • RKG Extreme is a revolutionary new weight loss system – combining the
14 incredible fat-burning components of Green Coffee Bean and Raspberry
15 Ketone. Both organic compounds have been endorsed by America's most
16 trusted Doctors, who've referred to them as miracle fat burning
17 supplements.
- 18 • RKG Extreme packs the biggest punch against excess fat and will change
19 the way you approach weight loss forever.

20 D. Website Advertisement for Green Coffee Bean Plus (*See* Exhibit B at 6-7.)

21 **PURE GREEN COFFEE BEAN PLUS**

22 **BURN FAT *WITHOUT* DIET OR EXERCISE**

- 23 • **Shed Pounds Fast!**
- 24
- 25

- Citing a recent study: “Subjects taking the full dose of the green coffee extract lost an average of 17.5 pounds in 22 weeks and reduced their overall body weight by 10.5%!”

114. In addition, Defendants’ weight loss advertisements and promotional materials prominently feature images of attractive young women who are extremely thin and typically appearing in bikinis or clothing that highlights their toned and thin bodies. The women appear to be celebrating while holding tape measures around their waists, standing on a scale, or holding out the waistband of pants that are several sizes too large. Each of these images appears designed to indicate that the women have lost substantial weight as a result of Defendants’ products. Examples of these images appear at Exhibit B at 6-8 and Exhibit D at 12-13.

115. Defendants do not have a reasonable basis to substantiate their claims that consumers who use their products will experience rapid and substantial weight loss without diet or exercise.

VIOLATIONS OF THE FTC ACT

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

117. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the dissemination of any false advertisement in or affecting commerce for the purpose of inducing, or which is likely to induce, the purchase of food, drugs, devices, services, or cosmetics. For the purposes of Section 12 of the FTC Act, 15 U.S.C. § 52, Defendants’ dietary supplements, including those identified in Paragraph 3 above, are either a “food” or “drug” as defined in Section 15(b) and (c) of the FTC Act, 15 U.S.C. § 55(b), (c).

1 **COUNT I**

2 **Failure to Disclose the Material Terms and Conditions of Defendants' Offers**

3 118. In numerous instances in connection with the labeling, advertising, marketing,
4 promotion, offering for sale, or sale of a variety of dietary supplements, skin creams, and upsell
5 products, Defendants have represented, directly or indirectly, expressly or by implication, that
6 consumers can try a one-month supply of the products for free, for just the cost of shipping and
7 handling, or purchase the products on a buy-one-get-one free basis.

8 119. In numerous instances in which Defendants have made the representation set forth
9 in Paragraph 118 of this Complaint, Defendants have failed to disclose, or to disclose adequately,
10 to consumers material terms and conditions of their offer, including:

- 11 A. That Defendants will use consumers' credit or debit card information to charge
12 consumers for the initial full month's supply of the products upon the expiration
13 of a limited trial period, typically lasting fourteen days;
- 14 B. That Defendants enroll consumers who order the products they sell into a
15 membership program or programs that consumers must cancel within a limited
16 time period in order to avoid recurring charges;
- 17 C. That Defendants will use consumers' credit or debit card information to
18 periodically charge consumers for the membership or other program;
- 19 D. The cost of the membership or other program, and the frequency and duration of
20 the recurring charges;
- 21 E. When consumers must cancel the trial, membership, or other program to avoid
22 further charges; and
- 23 F. The means consumers must use to cancel the trial, membership, or other
24 programs.
- 25

1 E. That for products bought on a buy-one-get-one free offer, Defendants will not
2 accept the product for return or refund unless it is unopened and in re-sellable
3 condition; and

4 F. That Defendants' 30-day money back return policy runs from the date of the
5 initial order, rather than the date of receipt.

6 123. Defendants' failure to disclose, or to disclose adequately, the material information
7 described in Paragraph 122, above, in light of the representation described in Paragraph 121,
8 above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15
9 U.S.C. § 45(a).

10 **COUNT III**

11 **Misrepresentations Concerning Defendants' Dietary Supplement Products**

12 124. In connection with the labeling, advertising, marketing, promotion, offering for
13 sale, or sale of RKG Extreme and Pure Green Coffee Bean Plus, Defendants have represented,
14 directly or indirectly, expressly or by implication, that use of Defendants' products will result in
15 rapid and substantial weight loss without diet or exercise, including losing more than seventeen
16 pounds or sixteen percent of body fat in twenty-two weeks.

17 125. The representations set forth in Paragraph 124 of this Complaint are false,
18 misleading, or were not substantiated at the time the representations were made.

19 126. Therefore, the making of the representations set forth in Paragraph 124 constitutes
20 a deceptive act or practice and the making of false advertisements, in or affecting commerce, in
21 violation of Section 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52.

22 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E**

23 127. Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a "preauthorized
24 electronic fund transfer from a consumer's account may be authorized by the consumer only in
25 writing, and a copy of such authorization shall be provided to the consumer when made."

1 Section 903(10) of the EFTA, 15 U.S.C. § 1693a(10), provides that the term “preauthorized
2 electronic fund transfer” means “an electronic fund transfer authorized in advance to recur at
3 substantially regular intervals.”

4 128. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that
5 “[p]reauthorized electronic fund transfers from a consumer’s account may be authorized only by
6 a writing signed or similarly authenticated by the consumer. The person that obtains the
7 authorization shall provide a copy to the consumer.”

8 129. Section 205.10 of the Federal Reserve Board’s Official Staff Commentary to
9 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he authorization process should
10 evidence the consumer’s identity and assent to the authorization.” *Id.* ¶ 10(b), cmt 5. The
11 Official Staff Commentary further provides that “[a]n authorization is valid if it is readily
12 identifiable as such and the terms of the preauthorized transfer are clear and readily
13 understandable.” *Id.* ¶ 10(b), cmt 6.

14 **COUNT IV**

15 **Unauthorized Debiting of Consumers’ Bank Accounts**

16 130. In numerous instances, Defendants have debited consumers’ bank accounts on a
17 recurring basis without obtaining a written authorization signed or similarly authenticated from
18 consumers for preauthorized electronic fund transfers from their accounts, thereby violating
19 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12
20 C.F.R. § 205.10(b).

21 131. In numerous instances, Defendants have debited consumers’ bank accounts on a
22 recurring basis without providing a copy of a written authorization signed or similarly
23 authenticated by the consumer for preauthorized electronic fund transfers from the consumer’s
24 account, thereby violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section
25 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

1 132. Pursuant to Section 917 of the EFTA, 15 U.S.C. § 1693o(c), every violation of the
2 EFTA and Regulation E constitutes a violation of the FTC Act.

3 133. By engaging in violations of the EFTA and Regulation E as alleged in Paragraphs
4 130 and 131 of this Complaint, Defendants have engaged in violations of the FTC Act. 15
5 U.S.C. § 1693o(c).

6 **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS CONFIDENCE ACT**

7 134. In passing the ROSCA, Congress found that “consumer confidence is essential to
8 the growth of online commerce. To continue its development as a marketplace, the Internet must
9 provide consumers with clear, accurate information and give sellers an opportunity to fairly
10 compete with one another for consumers’ business.” Section 2, 15 U.S.C. § 8401. The ROSCA
11 took effect on December 29, 2010.

12 135. Section 4 of the ROSCA, 15 U.S.C. § 8403, generally prohibits charging
13 consumers for goods or services sold in transactions effected on the Internet through a negative
14 option feature, as that term is defined in the TSR, 16 C.F.R. § 310.2(u), unless the seller clearly
15 and conspicuously discloses all material terms of the transaction before obtaining the consumer’s
16 billing information, obtains the consumer’s express informed consent before making the charge,
17 and provides a simple mechanism to stop recurring charges. *See* 15 U.S.C. § 8403.

18 136. The TSR defines a negative option feature as: “an offer or agreement to sell or
19 provide any goods or services, a provision under which the consumer’s silence or failure to take
20 an affirmative action to reject goods or services or to cancel the agreement is interpreted by the
21 seller as acceptance of the offer.” 16 C.F.R. § 310.2(u).

22 137. Defendants’ continuity plans, confusingly named “guarantee programs” or
23 something similar, as described in Paragraphs 62-65, are a negative option feature as defined by
24 the TSR. 16 C.F.R. § 310.2(u).

25

1 will be charged for additional unrelated upsell products unless consumers take affirmative action
2 to avoid the charges; (2) the date(s) that the Defendants will submit charge(s) for payment; and
3 (3) the specific steps consumers must take to avoid further charges.

4 150. Defendants' acts and practices, as described in Paragraph 149 above, are
5 deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(1)(vii).

6 **COUNT VII**

7 **Ignoring Entity-Specific Do Not Call Requests**

8 151. In numerous instances, in connection with telemarketing, Defendants initiated, or
9 caused others to initiate, an outbound telephone call to a person who has previously stated that he
10 or she does not wish to receive an outbound telephone call made by or on behalf of the seller
11 whose goods or services are being offered, in violation of the TSR, 16 C.F.R.
12 § 310.4(b)(1)(iii)(A).

13 **CONSUMER INJURY**

14 152. Consumers have suffered and will continue to suffer substantial injury as a result
15 of Defendants' violations of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) & 52,
16 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), Section 205.10(b) of Regulation E, the
17 ROSCA, and the TSR. In addition, Defendants have been unjustly enriched as a result of their
18 unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to
19 continue to injure consumers, reap unjust enrichment, and harm the public interest.

20 **THIS COURT'S POWER TO GRANT RELIEF**

21 153. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant
22 injunctive and such other relief as the Court may deem appropriate to halt and redress violations
23 of any provision of law enforced by the FTC, including the EFTA, Regulation E, the ROSCA
24 and the TSR. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief,
25 including rescission or reformation of contracts, restitution, the refund of monies paid, and the

1 disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law
2 enforced by the FTC.

3 154. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the
4 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as the Court
5 finds necessary to redress injury to consumers resulting from Defendants' violations of the TSR,
6 including the rescission or reformation of contracts, and the refund of money.

7 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C.
9 §§ 53(b) and 57b, Section 917(c) of the EFTA, 15 U.S.C. § 1693o(c), Section 5 of the ROSCA,
10 15 U.S.C. § 8404, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the Court's own
11 equitable powers, requests that the Court:

12 A. Award Plaintiff such preliminary injunctive and ancillary relief as may be
13 necessary to avert the likelihood of consumer injury during the pendency of this action and to
14 preserve the possibility of effective final relief, including but not limited to, temporary and
15 preliminary injunctions, an order freezing assets, immediate access, and appointment of a
16 receiver;

17 B. Enter a permanent injunction to prevent future violations of the FTC Act, the
18 EFTA, Regulation E, the ROSCA, and the TSR by Defendants;

19 C. Award such relief as the Court finds necessary to redress injury to consumers
20 resulting from Defendants' violations of the FTC Act, the EFTA, Regulation E, the ROSCA, and
21 the TSR, including but not limited to, rescission or reformation of contracts, restitution, the
22 refund of monies paid, and the disgorgement of ill-gotten monies; and

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

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Respectfully submitted,

Jonathan E. Nuechterlein
General Counsel

Dated: February 5, 2015



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Mail Stop CC-8528
Washington, DC 20580
Fax: (202) 326-3395

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

Certificate of Service

I hereby certify that on February 5, 2015, I electronically filed the foregoing Amended Complaint for Permanent Injunction and Other Equitable Relief with the Clerk of the Court using CM/ECF, which will send a notice of electronic filing to all counsel of record.

/s/ Danielle Estrada
Danielle Estrada

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GARCINIA CAMBOGIA EXTRACT

Burn Fat Quicker and More Efficiently

- Helps Stop Fat From Being Made †
- Suppresses Your Appetite †
- Increases Serotonin Levels For Emotional Eaters †

60% HCA

100% SATISFACTION GUARANTEED

ALL NATURAL

PURE GARCINIA CAMBOGIA EXTRACT CAPSULES

TELL US WHERE TO SEND YOUR BOTTLE TODAY!

First Name: _____

Last Name: _____

Address: _____

City: _____

Country:

State:

Zip Code: _____

Phone: _____

Email: _____

ORDER NOW

CLAIM YOUR FREE BOTTLE TODAY!

BUY WITH CONFIDENCE

buy safe 3-in-1 Guarantee **FREE with your purchase**

ID Theft Protection Purchase Guarantee Lowest Price Guarantee

PRIVACY & DATA PROTECTION GUARANTEED!

What Is Garcinia Cambogia (HCA)?

A MIRACULOUS WEIGHT LOSS PLANT

Why Does It Have Scientists And Media Buzzing?

The most talked about natural weight loss is finally here! A pumpkin shaped fruit that grows in Southeast Asia and India, Garcinia Cambogia is a revolutionary breakthrough!

Garcinia Cambogia contains a key ingredient HCA (Hydroxycitric Acid), which is extracted from the rind of the fruit. This is mother nature's answer to weight loss!



The Benefits of Garcinia Cambogia (HCA)?

Exciting new breakthrough in natural weight loss is an ingredient that lets you lose weight without diet or exercise.

HCA extract is an acid known for many of its benefits. The increase in serotonin helps with emotional eaters get better sleep and better their moods. HCA also acts as an appetite suppressant.

Taking Pure Garcinia Cambogia helps prevent fat from being made and moves towards glycogen, which is an energy source that helps burn more fat. As the fat gets blocked from being made, you start seeing the results! By managing stress



Why Pure Garcinia Cambogia Extract

Pure Garcinia Cambogia is carefully produced in our GMP Certified Lab without any fillers, binders or chemical additives of any kind. ✓

The greatest part of Pure Garcinia Cambogia is it's a dual action fat buster! It prevents fat from being made and suppresses your appetite. Now you can lose weight without diet and exercise! ✓

No more spending hours and hours at the gym exercising, and you can ✓

EXHIBIT A

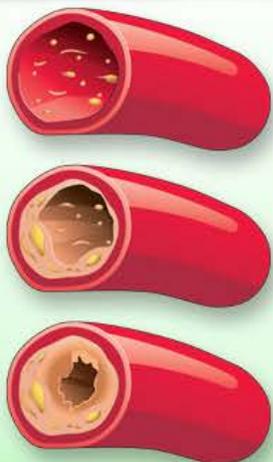
FTC000001

hormones called cortisol, you begin to manage your belly fat. This magic ingredient makes sense!

It's a simple solution to bust your fat!

say goodbye to shopping for expensive diet foods. Go with the solution that makes sense!

How Does Hydroxycitric Acid (HCA) Work?



Pure Garcinia Cambogia works as a fat-burner, appetite suppressant and mood enhancer. That power combination of effects is what allows people to lose weight.

HCA inhibits citrate lyase enzyme in your body which is known to be an important catalyst in the metabolic process of converting excess carbohydrates into fat.

The natural (HCA) in Pure Garcinia Cambogia is a known appetite suppressant that reduces cravings and decreases the urge to consume calories.

Eating is affiliated with emotion. Pure Garcinia Cambogia increases your serotonin levels, which leads to better mood and sleep.

HCA also helps manage your stress hormones (cortezole), and in return you effectively attack that belly fat and see fast results!

100% All Natural Ingredients!



- ✓ GARCINIA CAMBOGIA EXTRACT †
- ✓ CONTAINS 60% HYDROXYCITRIC ACID †
- ✓ ALL NATURAL VEGGIE CAPSULES †
- ✓ CREATED IN A GMP CERTIFIED LAB †
- ✓ THE RECOMMENDED DOSAGE IS 500-1000 MG BEFORE EACH MEAL †



Burn Fat Quicker and More Efficiently

PURE GARCINIA CAMBOGIA EXTRACT CAPSULES



EXHIBIT A

FTC000002

CLAIM YOUR FREE BOTTLE TODAY!

100% Natural Pure Garcinia Cambogia Extract Capsules

ORDER NOW!

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Pure Garcinia Cambogia | PO Box 10491, Canoga Park, CA 91309 | 877-590-5758

†These statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease. Read the entire label before use.

To view the results of clinical studies, click here: [Trial 1](#) | [Trial 2](#) | [Trial 3](#) | [Trial 4](#)

GARCINIA CAMBOGIA EXTRACT **Burn Fat** **Quicker** and **More Efficiently**

100% SATISFACTION GUARANTEE
ALL NATURAL
PURE GARCINIA CAMBOGIA EXTRACT CAPSULES

Buy 3 months supply and Get 2 FREE bottles **FREE SHIPPING REBATE**

Lose up to 30 lbs and 4-6 inches of fat!

\$27.99 /each
only \$139.97

SAVE \$249

SELECT PACKAGE

In Stock. Sell-Out Risk: **HIGH**

Buy 2 months supply and Get 1 FREE bottle **FREE SHIPPING REBATE**

Lose up to 20 pounds and 2-4 inches of fat!

\$31.65 /each
only \$94.97

SAVE \$129

SELECT PACKAGE

In Stock. Sell-Out Risk: **HIGH**

1 Month Supply of Garcinia Cambogia Extract **FREE SHIPPING REBATE**

1 Month Supply

FREE TRIAL
Just pay shipping

SELECT PACKAGE

You must pay a shipping and handling fee of \$4.95 for us to send you a full 30 day supply of Garcinia Cambogia Extract. We ship the product the day after you place your order (except that orders placed Saturday-Sunday will be shipped the following Monday). You will have 14 days from your original order date to see if Pure GC 60 is right for you. If you are unhappy with the product at any time during those 14 days, you must call us at 877-590-5758 and cancel your order to avoid being billed for the full cost of the product. If you are satisfied with our product, then do nothing-we will bill you \$79.97 for your initial order, and every thirty days thereafter we will send you a new 30-day supply of our product, and automatically bill you the low price of \$79.97. To cancel automatic delivery and billing, call us at 877-590-5758 or email us during normal business hours: Mon - Fri, 8am - 4pm Pacific Time. Please read our terms and conditions for more details.

NOTICE
This order qualifies for a FREE SHIPPING REBATE
[Click for Details](#)

Sub-Total: \$0.00
Shipping: \$4.95
Total: \$4.95

PAYMENT INFORMATION FINAL STEP

We Accept:

Use Shipping Address:

Credit Card Type:

Credit Card #:

Exp Date:

CVV2/CID: where is this?

I agree to the Terms and Conditions

ORDER NOW

buysafe 3-in-1 Guarantee

FREE with your purchase

- ID Theft Protection
- Purchase Guarantee
- Lowest Price Guarantee

...as a thank you for buying from us.

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Pure Garcinia Cambogia | PO Box 10491, Canoga Park, CA 91309 | 877-590-5758

†These statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease. Read the entire label before use.

To view the results of clinical studies, click here: [Trial 1](#) | [Trial 2](#) | [Trial 3](#) | [Trial 4](#)

EXHIBIT A

FTC000004

Case 2:14-cv-01649-RFB-GWF Document 114-2 Filed 02/05/15 Page 4 of 5



Buy 3 months supply and Get 2 FREE bottles **FREE SHIPPING REBATE**



SAVE \$249

Lose up to 30 lbs and 4-6 inches of fat!

\$27.99 each
only \$139.97

SELECT PACKAGE

In Stock, Sell-Out Risk: HIGH

Buy 2 months supply and Get 1 FREE bottle **FREE SHIPPING REBATE**



SAVE \$129

Lose up to 20 pounds and 2-4 inches of fat!

\$31.65 each
only \$94.97

SELECT PACKAGE

1 Month Supply of



PAYMENT INFORMATION FINAL STEP

We Accept: 

Use Shipping Address:

Credit Card Type:

Credit Card #:

Exp Date:

CVV2/CID: (What is CVV?)

I agree to the Terms and Conditions

NOW



Guarantee

... as a thank you for buying from us.

The page at https://www.puregc00.com says:

WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT! WAIT!

For a Limited Time - Check Out our SPECIAL OFFER!!

If you are wondering why we are doing this, the simple answer is because we know once you see results, you will refer friends and family.

Don't Miss Out on this LIMITED TIME SPECIAL OFFER!!

NOTICE

This order qualifies for a FREE SHIPPING REBATE

Sub-Total:	\$139.97
Shipping:	\$9.95
Total:	\$149.92

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Pure Garcinia Cambogia | PO Box 10421, Camarillo Park, CA 91308 | 877-266-6758

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To view the results of clinical studies, click here: [Trial 1](#) | [Trial 2](#) | [Trial 3](#) | [Trial 4](#)

EXHIBIT A

FTC000005

Case 2:14-cv-01649-RFB-GWF Document 114-2 Filed 02/05/15 Page 5 of 5



WARNING: Due to recently being featured on T.V. we cannot guarantee supply. As of Friday, September 27, 2013 we currently have product IN STOCK and ship within 24 hours of purchase.

PURE GREEN COFFEE BEAN PLUS

BURN FAT⁺ without

DIET OR EXERCISE⁺

- **Burn Fat⁺** START BURNING MORE FAT WITHOUT MORE EXERCISE
- **100% Natural⁺** MADE FROM PURE GREEN COFFEE BEANS
- **Maximize Results⁺** ENHANCE FAT-LOSS EFFECTS FROM DIET
- **No Side Effects⁺** PERFECTLY SAFE TO TAKE. NON DRUG FORMULA

CLAIM YOUR BOTTLE TODAY!

Advanced Weight loss!

PURE GREEN COFFEE BEAN PLUS

90 Capsules
Dietary Supplement

Pure Green Coffee Bean Extract Capsules
The ONLY 100% Pure Product Available!

Tell Us Where To Send Your
Bottle Today!

First Name: _____

Last Name: _____

Address: _____

City: _____ United States (US)

State: _____ Select State

Zip Code: _____

Phone: _____

Email: _____

I agree to the Terms and Conditions

ORDER NOW



WHAT IS GREEN COFFEE BEAN AND IS IT EFFECTIVE?

Very simply put, Green Coffee Beans are Coffee Beans that are fresh and have not been roasted; the coffee we brew has been roasted and this is why it is brown, rather than green. Coffee Beans naturally contain a compound called Chlorogenic Acid, which is the active weight loss compound in Pure Green Coffee Beans. Roasting Coffee Beans destroys the Chlorogenic Acid.

WHY PURE GREEN COFFEE?

Benefits OF GREEN COFFEE BEANS

SimplePure™ Nutrition

HCG Diet Drops



Hottest Diet Product

- Rapidly Lose Weight
- Burns Fat



Simple To Use Drops

- Under The Tongue
- Simple 3 x Day



Low Daily Cost

- Affordable 1oz & 2oz Offers Available
- Money Back Guarantee

NEW



HURRY! TRY IT FREE WHILE SUPPLIES LAST!



* Checkbox Required *

Why Are People Using Simple Pure HCG?

Without a doubt, HCG is the hottest diet supplement on the market. News that users of HCG are able to drop calorie intake to 1,000 calories (and even less!) have been reported. The buzz is all about how using HCG provides the ability to cut the calories without feeling hungry and to be able to cut calories for relatively long periods of time have been on daytime news and



TRY IT RISK FREE WITH OUR MONEY BACK GUARANTEE!

ORDER NOW!

used HCG HCG is overwhelming.

Dr. A. T. W. Simeons, the British physician who first discovered the weight loss benefits of HCG, points to the strategic choices of foods and specific caloric intake as crucial in order to achieve desired results. He explains that the diencephalon, that portion of the brain comprising the hypothalamus, is a highly complex biological component with a delicate equilibrium. Food selections and measurements should be followed precisely, and even the slightest deviation can sabotage the entire diet.

What Is the Science Behind SimplePure

EXHIBIT C

Get Started Now!

Today You Can Try It FREE!

Tell Us Where To Send Your Order!

First Name: *

Last Name: *

Address: *

City: *

State: Please Choose... *

Zip Code: *

Email: *

Phone: *

2 oz. Bottle
Reg: \$99.95 **\$79⁹⁵**

1 oz. Bottle
Reg: \$59.95 **\$49⁹⁵**

14 Day Trial Requires Agreement to Terms & Conditions

14 Day
Trial Offer **FREE!**

I Agree To The Terms & Conditions

Our 30 Day Money Back Satisfaction Guarantee

Returns will be accepted without question within the first 30 days following the initial order date. Simply return the product to us and we will refund your



FTC000009

HCG?

In his 1954 manuscript "Pounds & Inches a New Approach to Obesity," revered endocrinologist Dr. Albert T. W. Simeons explores the causes and complexities of obesity, pointing to glandular, genetic and / or cultural imbalances. The Simeons Diet Protocol, largely based on his research and findings while studying pregnant women in India during the 1930s, consists of following a Very Low Calorie Diet (VLCD) and taking HCG, or human chorionic gonadotropin, a naturally occurring hormone produced during gestation. Dr. Simeons discovered that administering HCG while on a VLCD preserves lean muscle and burns excess fat.

SimplePure HCG effectively sends signals to the brain to release fat reserves. Your body then uses the extra fat as a primary source of energy, rather than a last resort. Consequently, following the nutritionally whole Very Low Calorie Diet in tandem with SimplePure HCG helps you achieve rapid weight loss without the normal repercussions of caloric restriction, which invariably signals starvation and sends your body into survival mode via more fat storage. SimplePure HCG triggers the hypothalamus to compensate for your caloric deficit with your extra fat reserves, effectively altering your biological set-point and allowing you to break through genetic barriers that have been preventing you from reaching your weight loss goals. In conjunction with Dr. Simeons Diet Protocol, HCG can help you:

- Rapidly lose weight
- Burn the extra fat on daily caloric needs
- Target fat loss in those hard-to-lose problem areas

What Can I Expect from Simple Pure HCG Drops?

Individual results will vary. If you are able to reduce your calories, the average daily weight loss is typically between 1 and 2 pounds. Men may experience a more rapid weight loss, however, both men and women have reported favorable results on HCG. Additionally, the closer you are to ideal weight, the longer your weight loss will take. So, don't be discouraged if those last few pounds are the hardest to get rid of. Just stay on course and the weight will come off.

How Much Simple Pure HCG Do I Need?

While there are no firm protocols on how much HCG is needed, Simple Pure HCG comes in liquid form and is administered orally. Simply place 7 to 10 drops directly under the tongue three times daily 15 minutes before or after eating or drinking. If you feel hungry after using Simple Pure HCG, remember that the experience is different for everyone, but it is normal to experience mild hunger for the first few days. If feelings of hunger do not subside after a few days, increase the amount of drops you take for each dose. As you continue on with the Simple Pure HCG program, creating a shift in your metabolism, you may find the diet entirely satisfies your hunger.

Is Simple Pure HCG Safe?

Simple Pure HCG has no known contraindications or adverse side effects. However, since the Simple Pure HCG plan removes most sugars from the diet, diabetic candidates should regularly monitor insulin levels. As always, it is best to discuss any health concerns with your designated medical professional beforehand. Regarding your daily calorie intake, remember that you did not gain your excess weight in a month. We do not recommend dropping below 1,000 calories a day. You do not need to go that low in order to lose your weight. Just drop your calories to the level you are comfortable and let nature take its course. It goes without saying that a little exercise wouldn't hurt your diet and health plan! It has been our experience that just adding additional, simple activities to your schedule can improve your weight loss program, your health and mental well-being.



Frequently Asked Questions

[Why the Strict Program?](#)

[What is the hypothalamus?](#)

[How do I take SimplePure HCG?](#)

[What is the duration of the program?](#)

[How is SimplePure HCG manufactured?](#)

[How do I keep the weight off?](#)

[Calculating Your Progress...](#)

[What Is the Science Behind SimplePure HCG?](#)

[Will I experience hunger on the Very Low Calorie diet?](#)

[Am I a suitable candidate for the SimplePure HCG program?](#)

[Wouldn't the Very Low Calorie Diet already create weight loss without the help of SimplePure HCG?](#)

[Are there any contraindications or adverse side effects associated with SimplePure HCG?](#)



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* These statements have not been evaluated by the Food and Drug Administration.
This product is not intended to diagnose, treat, cure, or prevent any disease.



JK080311



Raspberry Ketone & Green Coffee Bean Super Concentrated Double Fat Burning†



HOME

HOW IT WORKS

INGREDIENTS

FAQS

CUSTOMER CARE



EXTREME WEIGHT LOSS!

- ✓ Green Coffee Bean Extract
- ✓ Green Tea Leaf Extract
- ✓ Cinnamon Bark Extract
- ✓ Elderberry Extract
- ✓ Raspberry Ketone



BUY 1, GET 1

FREE!



\$29⁹⁵
Per Bottle

Total Offer: \$59.90
Plus \$9.99 Shipping
Total Savings: \$69.90

SEND MY ORDER NOW!

BUY 2, GET 2

FREE!



\$24⁹⁵
Per Bottle

Total Offer: \$99.80
Plus \$12.99 Shipping
Total Savings: \$99.80

SEND MY ORDER NOW!

BUY 3, GET 3

FREE!



\$19⁹⁸
Per Bottle

Total Offer: \$119.90
Plus \$14.99 Shipping
Total Savings: \$119.90

SEND MY ORDER NOW!

The Green Coffee Bean That Burns Fat Fast

By Lindsey Duncan, ND, CN

Normally, I don't recommend "weight-loss" supplements, especially weight-loss supplements that claim "easy" weight loss or "fast" weight loss. As a nutritionist, I strongly believe that the key to weight loss is a healthy diet and exercise, but there are some incredible superfoods that can deliver an added boost. One superfood in particular, the green coffee bean, is creating major media buzz, and the research has me truly amazed.

What has me and the scientific community so excited about green coffee bean extract is that people don't have to do anything different when taking this food supplement. They don't need to exercise, and they don't need to diet; they just appear to lose pounds fast.

Let's cut to the chase: The most recent study on green coffee bean published in the Diabetes, Metabolic Syndrome and Obesity journal followed a group of 16 adults who supplemented with green coffee bean for only 12 weeks. Over the course of the study, the subjects lost an average of 17 pounds each – this was 10.5%

EXHIBIT D

FTC000012



of their overall body weight and 16% of their overall body fat! There were no side effects reported. This is very exciting information and one reason why I think that green coffee bean could be an effective weapon against the obesity epidemic in our country.

The key to this incredible weight loss is not attributed to the caffeine. The green coffee bean supplement has only around 20 mg of caffeine per serving, whereas your daily cup of coffee has over 100 mg, (and your "venti drip" has as much as 400 mg). Green coffee bean is not a stimulant; it doesn't make you jittery and nervous and raise your heart rate like roasted coffee or ephedra. In fact, the green coffee bean has actually shown in some studies to help lower blood pressure – while still boosting metabolism.

The key ingredient in the green coffee bean is a very important natural active compound called chlorogenic acid. Chlorogenic acid works by inhibiting the release of glucose in the body, while at the same time boosting the metabolism or the "burning" of fat in the liver. These two mechanisms work together to inhibit the absorption of fat and eliminate weight gain.

You may be wondering if you can get the same effects from the coffee you drink with breakfast in the morning – and the truth is that you can't. When you roast coffee beans, you remove the chlorogenic acid. Green coffee beans are unroasted, have little aroma and are extremely bitter – because they contain over 50% chlorogenic acid. Remember, as I've always said, when it comes to your health, "Bitter is better."

Because the green coffee bean is so bitter, I recommend taking it in capsule form. I suggest finding 400 mg pure green coffee bean capsules online – make sure it they are pure and contain absolutely no fillers or binders! Take two capsules about 30 minutes before meals; I recommend taking them two or three times per day with a full glass of water for the best results. And remember that combining green coffee bean with a healthy diet and exercise can improve your results!

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[FAQS](#)
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† Results not typical, Individual results may vary.
For maximum Weight Loss use in conjunction with a Low Calorie Diet and Exercise.

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JK101212



Raspberry Ketone & Green Coffee Bean Super Concentrated Double Fat Burning†



HOME

HOW IT WORKS

INGREDIENTS

FAQS

CUSTOMER CARE

RKG EXTREME QUESTIONS

What Is RKG Extreme?

RKG Extreme is a revolutionary new weight loss system – combining the incredible fat-burning components of Green Coffee Bean and Raspberry Ketone. Both organic compounds have been endorsed by America's most trusted Doctors, who've referred to them as miracle fat burning supplements. RKG Extreme packs the biggest punch against excess fat and will change the way you approach weight loss forever.

How Does RKG Extreme Boost Weight Loss?

Our proprietary blend combines the two major weight loss contenders, Green Coffee Bean extract and Raspberry Ketone, tackling the weight loss dilemma from all angles to establish an entirely failsafe method for shedding those unwanted pounds. Both Raspberry Ketone and Green Coffee Bean extract work to increase metabolism, regulate blood glucose levels and inhibit the production of insulin. Raspberry ketone contains the protein hormone adiponectin, which boosts metabolism and reduces body fat percentage. Green Coffee Bean is rich in chlorogenic acid, a natural substance that maximizes metabolic function, hinders fat absorption and prevents weight gain.

The result? With RKG Extreme, you're fully locked and loaded, ready to blast off those pesky pounds and chisel your way to a more slender and sexier you!

Can RKG Extreme Do Anything Else for Me?

In addition to regulating blood sugar, burning fat and preventing weight gain, RKG Extreme has shown to reduce hunger and increase energy. Many have reported feeling more alert and better equipped to take on the day, as well as satisfying hunger more easily and feeling fuller longer. Oh, and let's not forget the huge boost in confidence!

Can't I Just Drink Coffee and Eat Raspberries?

Without the right supplementation, you'll be embarking on an expensive, time-consuming and rather disappointing journey. In order to get the level of Ketones needed to create the desired weight loss effect, each day one would need to consume as much as 90 lbs. of raspberries, or over 21,600 calories per day!!! For that reason, supplementation is a much more sensible and more efficient way to go.

Turning to your favorite cup of Joe isn't the answer, either. In order to reap the fat loss benefits of Green Coffee Beans, they must be 100 percent raw and unrefined. Coffee beans need to be roasted at 475 degrees Fahrenheit before brewing. While chlorogenic acid levels are abundant in Green Coffee Beans, the roasting process rids the beans of most, if not all of their secret fat-busting ingredients.

How Do I Take RKG Extreme?

Just 1 tablet, 3 times per day, 30 minutes before each meal with a full glass of water is all it takes to enjoy the fat burning benefits of RKG Extreme.

Is RKG Extreme Safe?

RKG Extreme is 100 percent natural, unrefined and additive-free. While completely safe, we always recommend consulting with your primary health care professional before taking this or any other supplement, herbal remedy, vitamin or medication.

Is RKG FDA Approved?

RKG is produced here in the United States in an FDA approved facility, strictly following the cGMP (current good manufacturing practices) in place

BUY 1, GET 1

FREE!



\$29⁹⁵
Per Bottle

Total Offer: **\$59.90**
Plus **\$9.99 Shipping**
Total Savings: **\$59.99**

SEND MY ORDER NOW!

BUY 2, GET 2

FREE!



\$24⁹⁵
Per Bottle

Total Offer: **\$99.80**
Plus **\$12.99 Shipping**
Total Savings: **\$99.80**

SEND MY ORDER NOW!

BUY 3, GET 3

FREE!



\$19⁹⁸
Per Bottle

Total Offer: **\$119.90**
Plus **\$14.99 Shipping**
Total Savings: **\$119.90**

SEND MY ORDER NOW!

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FTC000015

mandated by the United States Food and Drug Administration. Although the FDA does not “approve” natural supplements (as it does with prescription medicine), RKG comes as close as you can get.

Does RKG Extreme Produce Any Side Effects?

RKG Extreme has no reported side effects, nor do we expect any. This is a completely organic compound that reacts naturally with the body.

When Will I See Results?

Individual results will vary, however, many people report increased energy and reduced appetite right away. Weight loss can occur rapidly, as well. Results can be increased substantially by adopting a healthy lifestyle that favors nutritious eating habits and regular exercise.

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For maximum Weight Loss use in conjunction with a Low Calorie Diet and Exercise.

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JK101212

BRIGHT SKIN Super C

COMPARE TO BOTOX!
INJECTION-FREE SOLUTION FOR YOUNGER SKIN

AMAZING NEW PRODUCT
MAKES WRINKLES DISAPPEAR!

- Decrease Wrinkles & Fine Lines
- Increase of Collagen Production
- Decrease in Appearance of Dark Circles



CLAIM YOUR EXCLUSIVE TRIAL TODAY!

HURRY! ONLY WHILE SUPPLIES LAST! TRIALS ARE VERY LIMITED!

AMAZINGLY FAST RESULTS!

TELL US WHERE TO SEND YOUR TRIAL TODAY!

First Name: _____
 Last Name: _____
 Address: _____
 City: _____
 Country: United States (US)
 State: Select State
 Zip Code: _____
 Phone: _____
 Email: _____

I agree to the [Terms and Conditions](#)





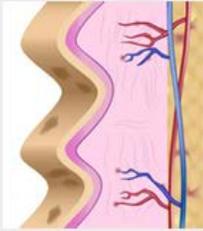
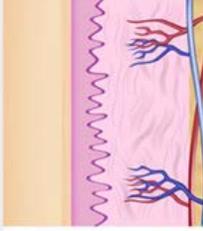
RUSH MY TRIAL

ONLINE EXCLUSIVE LIMITED SUPPLY

How Does Bright Skin Super C Work?

Reverses the aging process at the cellular level. Proprietary Bisophere combined with QuSome delivery allow for a molecule to be heavier and in the shape of a sphere to make deeper penetration to the lower levels of the skin.

The walls of the penetrating Biofil spheres are made up of natural wheat protein. This allows for a more sustained release of nutrients, and the wheat acts like a sponge that captures trans-epidermal water loss, resulting in wrinkle reduction.

- 1** Intelligent ingredients enter the skin.
- 2** Intelligent ingredients reduce the appearance of fine lines and wrinkles

3 Steps to Youthful Skin

1 WASH

2 APPLY





3 ENJOY

*"It Feels Like a
Mini Facelift"*

BEFORE

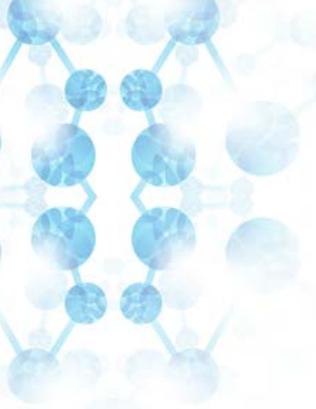


AFTER



Bright Skin Super C Scientific Results!

In a recent study covering the affects of key skin care ingredients contained in BrightSkin Super C, it was found that after 8 weeks and twice a day application several hundred women saw dramatic visible anti-aging results.





Decrease Wrinkles & Fine Lines



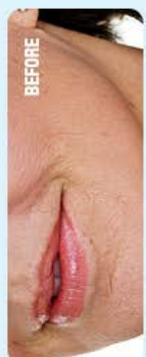
Increase of Collagen Production



Decrease in Appearance of Dark Circles

LOOK UP TO 10 YEARS YOUNGER!

BEFORE



AFTER



Bright Skin Super C Scientific Results!

Diminishes Wrinkles
 Patented Matrixyl 3000 triggers fibroblasts to product collagen and important connective tissue, resulting in diminished wrinkle size, noticeable skin lifting, and overall plumping effect for less sagging skin.

Dramatic Skin Repair
 Coenzyme Q10, which diminishes with age, supports the skin's DNA repair. Working with vitamins A, C, and E and alpha lipoic acid-all antioxidants found in BrightSkin Super C - the benefits of CoQ10 are enhanced.

Traps Moisture
 Ceramide-2, vital in the lipid (fatty) layer of the skin to capture and bind moisture, diminishes by 40% as we age. Found only in expensive creams, Ceramide-2 is included in sufficient quantities in BrightSkin Super C to keep the skin smooth, supple, youthful and resilient.

Counters the Aging effect of stress
 Beta Glucan, one of the best topical immune boosters, improves the skin's immunity and prevents the damaging effects of free radicals and emotional stress, eliminating accumulated debris that makes skin drab, dull, and discolored.

*Finally!
An Anti-Aging Cream
That Truly Works!*

Amazing Skincare Technology

BrightSkin Super C contains the advanced scientifically proven and patented ingredient Matrixyl 3000. It is a face firming peptide shown to reduce the appearance of fine line and wrinkles. BrightSkin Super C is may work in just minutes! BrightSkin Super C is perfect for immediate relief of problem dry skin, itching, peeling and cracking, and help maintain skin suppleness and elasticity.



▶▶▶ GET STARTED TODAY!

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INJECTION-FREE SOLUTION
FOR YOUNGER AND RADIANT LOOKING SKIN

BRIGHT SKIN Super C

NO MORE LASERS!
THAT CAN BE HARMFUL TO YOUR SKIN
COMPARE TO BOTOX!
INJECTION-FREE SOLUTION FOR YOUNGER SKIN

AMAZING NEW PRODUCT
MAKES WRINKLES DISAPPEAR!



CLAIM YOUR **EXCLUSIVE TRIAL TODAY!**

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HURRY! ONLY WHILE SUPPLIES LAST! TRIALS ARE VERY LIMITED!

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UNLEASH THE THUNDER!

- HELPS GENERATE STRONGER ERECTIONS
- HELPS IMPROVE SEXUAL STAMINA AND ENDURANCE
- HELPS INCREASE DESIRE, AROUSAL AND EXCITEMENT
- HELPS REDUCE RECOVERY TIME BETWEEN SEXUAL INTERVALS

ACT NOW TO CLAIM YOUR BOTTLE



WHERE SHOULD WE SEND YOUR **BLACK BULL** BOTTLE TODAY?

First Name:

Last Name:

Address:

City:

Country:

State:

Zip Code:

Phone:

Email:

RUSH MY TRIAL

buy safe 3-in-1 Guarantee FREE with your purchase

ID Theft Protection Purchase Guarantee \$ Lowest Price Guarantee



How Does BlackBull Work?

Medically speaking, erections occur when the corpora cavernosa muscles in the penis relax in response to mental and/or physical stimulation. This facilitates increased blood flow and creates pressure in the corpora cavernosa, expanding and hardening the penis. When sufficient blood is flowing to the corpora cavernosa, the tunica albuginea, a tough fibrous layer of connective tissue that surrounds the corpora cavernosa, traps the blood, resulting in sustained rigidity. The firmness and fullness of an erection is largely dependent on strong blood flow to the corpora cavernosa and efficient operation of the tunica albuginea.*



THE ULTIMATE 30 Day MALE ENHANCEMENT FORMULA:

- Easy-to-use once-daily system developed by a team of medical doctors in partnership with fitness professionals
- Exclusive formula is a proprietary blend of 18 potent natural ingredients from around the world known to vastly increase male sex drive and physical power
- Contains Ornithine (boosts natural growth hormone)
- Contains Damiana (boosts sexual desire)
- Does not contain Yohimbe; poses no threat to the user



UNLEASH THE THUNDER!

The BLACKBULL Formula



If you think you have had the best sex in your life, then you don't know Bull.

Black Bull is a revolutionary male enhancement product that is unlike any other. This is the chief contender for those who want an optimum sexual life, turning good sex into great sex! Formulated using our revolutionary Black Tablet technology, each Black Bull pill is comprised of a proprietary blend of all-natural, carefully selected compounds and amino acids that increase nitric oxide levels in the body, thereby boosting blood flow and performance. Black Bull combines L-Carnitine and Taurine, two powerhouse ingredients that will help maximize your Strength, Stamina and Performance with an increased sexual appetite and bigger, longer-lasting and more powerful erections.

THROUGH REGULAR USE, YOU MAY ACHIEVE:

- Firmer, harder erections through increased blood flow to the penis*
- Longer-lasting staying power*
- Pumped-up vitality and stamina in bed by boosting your body's energy level for performances that last*
- Increased sexual appetite: Restores sexual libido to increase sexual desire and achieve firmer erections*
- Improved health of sexual organs and overall body function*
- More energy, strength and stamina every day*



Internal Structure of the Penis



BEFORE USING BLACKBULL

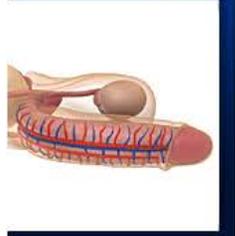
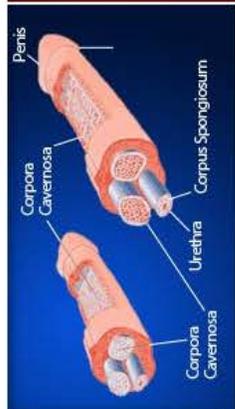
AFTER USING BLACKBULL

Glans

SIDE EFFECT WARNING!!

MAY CAUSE BOW LEGGEDNESS IN PARTNER.

Believe it or not, our groundbreaking product was actually discovered by accident. A professional rodeo rider, who prefers anonymity, wanted to charge up his game in the ring and developed this formula to enhance his athletic performance. In a short time, he noticed a remarkable improvement, not only during rodeo competitions, but also when he would mount up in the bedroom! It wasn't long before the secret got out, and now the Black Bull Pill is available to men (and their grateful ladies) everywhere.



UNLEASH THE THUNDER!

Leave Her Wanting More



ACT NOW TO CLAIM YOUR BOTTLE OF BLACKBULL
HURRY! SUPPLIES ARE VERY LIMITED!

RUSH MY TRIAL

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UNLEASH THE THUNDER!



Product Price



Black Bull
Month Supply

\$0.00

Sub-Total:
Shipping & Handling:
Sub-Total:

Please allow 5-7 days for delivery

ACT NOW! COMPLETE YOUR ORDER!

You must pay a shipping and processing fee of \$4.95 for us to send you a full 30 day supply of Black Bull. We ship the product the day after you place your order (except that orders placed Saturday-Sunday will be shipped the following Monday). You will have 14 days from your original order date to see if Black Bull is right for you. If you are unhappy with the product at any time during those 14 days, you must call us at 1 (877) 587-7743 and cancel your order to avoid being billed for the full cost of the product. If you are satisfied with our product, then do nothing-we will bill you \$ for your initial order, and every thirty days thereafter we will send you a new 30-day supply of our product, and automatically bill you the low price of \$ + shipping of \$4.95. To cancel automatic delivery and billing, call us at 1 (877) 587-7743 or email us during normal business hours: Please read our terms and conditions for more details.



FINAL STEP PAYMENT INFORMATION

STEP 2 - ENTER YOUR PAYMENT INFORMATION

We Accept Credit and Debit Cards



Use Shipping Address:

Credit Card Type:

Credit Card #:

Exp Date:

CVV2/CID: What is this?

Yes, I am over 18 and agree to the T&C's.

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INCREASE YOUR TESTOSTERONE LEVELS

As we age, we produce less Testosterone but healthy Testosterone can help with:

**Increased Muscle Strength
Increased Energy & Vitality
Stronger Erections & Libido**



REGULAR PRICE - ~~\$49.97~~

BUY NOW \$24.97
FOR ONLY **\$24.97**
FREE SHIPPING

ORDER NOW!

No Thanks.
Continue with my order...

Only secure content is displayed. What's the risk?

Show all content x

**BIGGER
FIRMER ERECTIONS**

Do you want the ultimate experience in the bedroom? If you want to bring you're "A" game to the bedroom then bring the ultimate secret Weapon. MaxoFirm. Be an All-Star in the sack, before you get traded.....

HARDER Erections,
Increased SENSITIVITY,
MORE INTENSE Orgasms,

REGULAR PRICE - ~~\$49.97~~
BUY NOW **\$19.94**
FOR ONLY FREE SHIPPING

ORDER NOW!

No Thanks,
continue with my order...

MAXO FIRM
Male Enhancement Gel
4 OZ



THANK YOU FOR YOUR ORDER

Your product will be mailed within the next 48 hours, please look for it within the next 4-8 business days. You will also receive a confirmation email.

NOTICE

This order qualifies for a **FREE SHIPPING REBATE**

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Here's your **FREE** buySAFE Guarantee

You just received at no cost:

3-in-1 Guarantee
 Guarantee #:
 Provided by:

Identity Theft Protection
Purchase Guarantee
Lowest Price Guarantee

Retain your order receipt and [print](#) this Guarantee for your records.
Please visit www.buysafe.com to learn more or claim your benefits.

Instant Feedback

Please tell us what you think!

Did the free 3-in-1 Guarantee help you feel more confident in your purchase? Yes No

Does the Guarantee make you more likely to shop at this store again? Yes No

Please [send an email](#) to thank **Unleash The Thunder** for providing these free benefits!

EXHIBIT F

FTC000027





Subject: Pure Garcinia Cambogia Order Confirmation #342946

From: support@puregc60.com

To: [Redacted]

Date: 11/25/13 01:03 PM

Order Confirmation

Order Number: 342946

Ordered On: 11/25/2013 01:02pm



Charges will appear on your credit card statement as

8666304396PUREVITA.

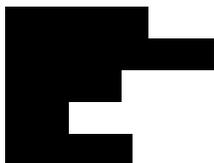
Congratulations on taking advantage of Pure Garcinia Cambogia w/ 60% HCA.

Please print a copy of this email receipt for your records. The shipping charge you have authorized today will appear on your credit card statement as 8666304396PUREVITA.

***** NOTICE: This order qualifies for a FREE SHIPPING REBATE! ***** [Click Here](#)

Customer Service can be reached at 1-866-630-4396

Bill to



Ship to



Items in Your Order

Pure Garcinia Cambogia (Trial Month Supply)

Order Total: \$4.95

LOSE WEIGHT GET PAID

RKG Extreme is paying you by the pound!

SimplePure Nutrition is looking for participants in their ground breaking "Pay per pound" program featuring the popular green coffee bean extract. The bean made national news recently with the scientific discovery that it triggers weight loss and improves cardio health!

GET PAID TO LOSE WEIGHT AND BOOST ENERGY

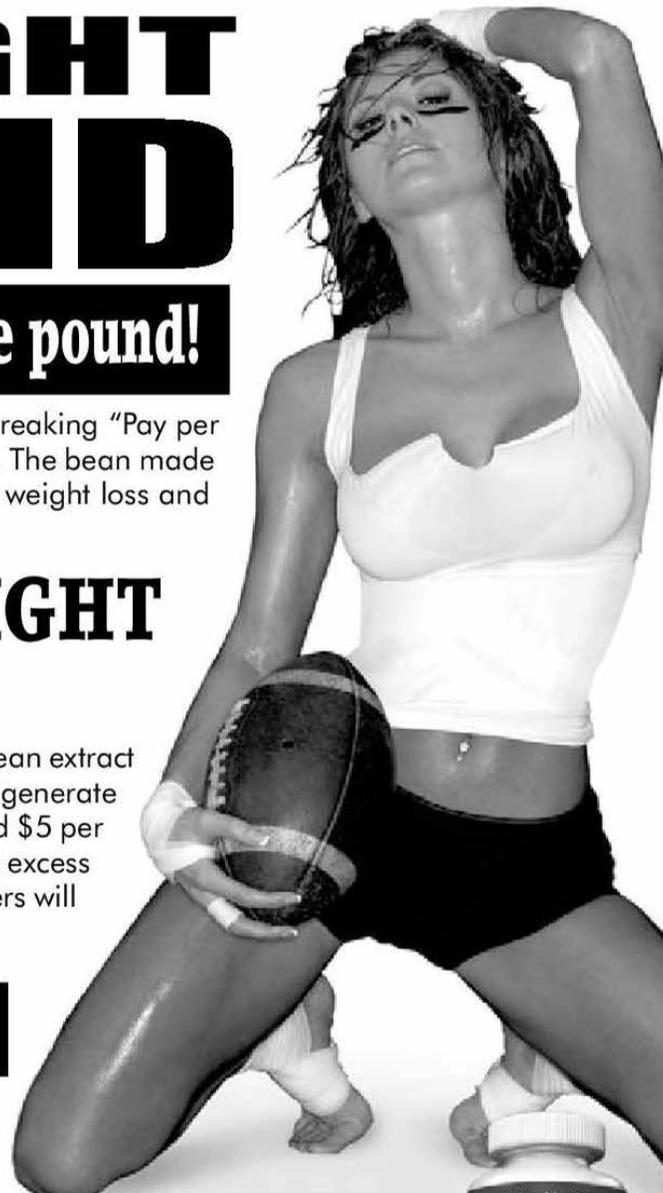
SimplePure is excited to release their powerful new green coffee bean extract but they need your help! The Pay Per Pound program, designed to generate testimonials, is simple. Lose weight with RKG Extreme and get paid \$5 per pound of weight loss. So if you or anyone you know needs to lose excess body fat, call now to secure a spot. Only the first 100 eligible callers will be accepted. Participants must be 18 years or older to qualify.

Extreme Results with RKG

- Increased Metabolism
- Natural Energy Boost
- Suppressed Appetite
- Rapid Weight Loss

For More Information Call Toll Free
1-888-407-0266

Please consult with your physician before taking any nutritional supplements. If you are on any medications, check with your doctor regarding dosage adjustments. Individual results may vary. These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.



get paid to lose weight

Are you struggling to lose weight? Would you like to get paid to do it? With the recent clinical studies of the green coffee bean showing an average of 17lbs of weight loss without diet and exercise, we are excited to introduce our advanced new formula, RKG Extreme. By combining green coffee bean extract with raspberry ketones, we've designed a dual action fat burning formula that not only speeds up weight loss but prevents fat absorption so when you take it off and keep it off!

The Green Coffee Bean Challenge

If you are trying to lose weight and would like to earn \$5 for every pound you lose with RKG, please call the 24 hour toll free hotline to register. Space is limited so call now to secure your spot!

Get Paid, Lose Weight!

- Increased metabolism
- Effective appetite suppressant
- Sustained energy throughout the day, no crashing!
- Rids the body of excess toxins and fatty acids



Get Started Today!
1-800-593-5719

**Earn \$5.00
Per Pound Lost**



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Published on Monday, July 22, 2013

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