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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 FEDERAL TRADE COMMISSION,

16 Plaintiff,

17 v.

18 WINDOW ROCK ENTERPRISES, INC.,
19 et al.,

20 Defendants.

Case No. CV-04-8190-DSF

PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
AN ORDER TO SHOW CAUSE
WHY DEFENDANT SHAWN
TALBOTT, AMARE GLOBAL
HOLDINGS, INC., HIEP TRAN,
AND PATRICK HINTZE
SHOULD NOT BE HELD IN
CONTEMPT

Hon. Dale S. Fischer

Date: July 13, 2026

Time: 1:30 PM

Location: Felicitas and Gonzalo
Mendez United States Courthouse,
Los Angeles, Courtroom 7D, 7th
Floor

1 Shawn Talbott, Amare Global Holdings, Inc. (“Amare”), Hiep Tran, and
2 Patrick Hintze (collectively, “Defendants”) have marketed and sold over [REDACTED]
3 [REDACTED] of dietary supplements by making misleading and unsubstantiated
4 claims in violation of the Stipulated Final Agreement and Order for Permanent
5 Injunction and Settlement of Claims for Monetary Relief As To Defendant Shawn
6 M. Talbott entered previously by this Court (the “Order”). Dkt. 51. The Order
7 forbids Talbott and “all persons or entities in active concert or participation with
8 him” from “making, or assisting others in making, directly or by implication,
9 including through the use of endorsements or product names, any representation
10 about the weight effect, other health benefits, performance, or efficacy of any
11 Covered Product unless the representation is true and non-misleading, and, at the
12 time it is made, Talbott possesses and relies upon competent and reliable scientific
13 evidence that substantiates the representation.” Order §II. The Order also
14 prohibits him and persons and entities in active concert or participation with him
15 from making, directly or by implication, “any misrepresentation about the
16 existence, contents, validity, results, conclusions, or interpretations of any test or
17 study.” Order §III.

18 The non-party Defendants have acted in concert or participation with Talbott
19 to systematically violate these key provisions of the Order in connection with the
20 marketing and sale of dietary supplements under the Amare brand. The Court has
21 broad authority to impose sanctions for violations of its orders, including requiring
22 compensation for losses sustained as a result of the failure to comply with the
23 Order. *United States v. United Mine Workers of Am.*, 330 U.S. 258, 303-04
24 (1947). Plaintiff Federal Trade Commission (“FTC”), therefore, moves for an
25 order to show cause why Talbott, Amare, Tran, and Hintze should not be held in
26 contempt, and provides a memorandum of points and authorities in support.

1 The FTC also requests, as set forth in the attached proposed order, that any
2 evidentiary hearing on this motion be held contemporaneously with the trial, if
3 any, in *FTC v. Amare Global Holdings, Inc.*, Case No. 02:26-cv-05900. Notably,
4 this motion seeks only entry of the show cause order, and not a finding of
5 contempt. The proposed order the FTC has submitted also sets forth proposed
6 deadlines for Defendants to file a written response to any show cause order the
7 Court issues, as well as for the FTC to reply. Finally, the proposed order also
8 requests the Court hold a scheduling conference on the same date and time as that
9 set in the *Amare Global Holdings* case, and would permit both the FTC and
10 Defendants to issue discovery as set forth in FED. R. CIV. P. 26(d).

11 This motion is made following the conferences of counsel pursuant to L.R.
12 7-3, which took place on June 1, 2026, June 2, 2026, and June 3, 2026, and is
13 described in the attached certification of counsel. The FTC was not able to reach a
14 resolution with any Defendant that would eliminate the necessity of this motion.

15 /s/ Christopher J. Erickson

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Case No. CV-04-8190-DSF

PLAINTIFF’S MEMORANDUM
IN SUPPORT OF MOTION AND
MOTION FOR AN ORDER TO
SHOW CAUSE WHY
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1 **I. INTRODUCTION**

2 Twenty years ago, the Court entered an order (“Order”) resolving allegations
3 defendant Shawn Talbott made false, deceptive, and unsubstantiated
4 representations in connection with the sale of dietary supplements he claimed
5 would reduce or control cortisol, causing weight loss and preventing or reducing
6 the risk of Alzheimer’s disease, diabetes, cancer, and other medical conditions.
7 Dkts. 1, 51. Now, the FTC is back because Talbott made false, deceptive, and
8 unsubstantiated health claims in connection with the sale of dietary supplements,
9 this time as “Chief Science Officer” for Amare, a multi-level marketing program
10 (“MLM”) calling itself “The Mental Wellness Company.” After hiring Talbott in
11 2017, Amare earned over [REDACTED] in revenue based on false, deceptive, or
12 unsubstantiated claims that its products cure, treat, or mitigate the symptoms of
13 anxiety, depression, and ADHD in children and adults.

14 To resolve the original case, Talbott stipulated to, and this Court entered, the
15 Order prohibiting Talbott from (i) making, or assisting others in making, any
16 representations about a covered product’s health benefits, performance, or efficacy
17 unless the representation is supported by competent and reliable scientific
18 evidence, and (ii) misrepresenting the existence, contents, validity, results,
19 conclusions, or interpretations of any test or study used to promote a covered
20 product. *See* Order (Dkt. 51) §§II, III. The Order binds not only Talbott, but also
21 “all persons or entities in active concert or participation with him.” *Id.*

22 Talbott, Amare, its owner and executive Hiep Tran, and its “Founding Brand
23 Partner” Patrick Hintze (“Defendants”) acted in concert to systematically violate
24 these key provisions of the Order. In 2017, the year it began operating, Amare
25 hired Talbott as “Chief Science Officer” to develop and launch Amare’s first
26 products. Tran [REDACTED]
27 [REDACTED]. Talbott
28

1 created a slate of products marketed for children and adults—including Happy
2 Juice, Kids Happy Juice, and Kids Mood+—that purportedly improve mental
3 health by targeting the “gut-brain axis.” The products have been primarily sold
4 through Hintze’s “downline” of “brand partners,” Amare distributors and multi-
5 level marketing participants who promote the products on social media. Like Tran,
6 Hintze was aware in 2017 of the Order. Hintze himself is subject to a 2013 court
7 order entered in *FTC v. Green Foot Global, LLC*, No. 13-02064 (D. Nev. Nov. 18,
8 2013), ECF No. 15, which, like Talbott’s Order, prohibits Hintze from making
9 unsubstantiated claims and misrepresenting facts about scientific studies. *Id.* §§I-
10 II.

11 Talbott, Amare, Tran, and Hintze, both directly and through Amare brand
12 partners, have made and disseminated a wide variety of unsubstantiated health and
13 efficacy claims concerning Amare’s products in violation of the Order, including
14 that they boost neurotransmitters like serotonin, dopamine, and gamma-
15 aminobutyric acid (“GABA”); lower cortisol; and can cure, treat or mitigate the
16 symptoms of conditions like depression, anxiety, and ADHD. Moreover, Talbott,
17 the company, and brand partners have claimed a product called Kids Mood+ and
18 another called the FundaMentals Pack are proven by Amare-sponsored and
19 Talbott-led studies to provide certain health benefits, including that Kids Mood+
20 improves focus, mood, and overall performance in children under stress, and
21 FundaMentals “lower[s] depression by 55%.” Talbott, Amare, and Amare brand
22 partners have also claimed Amare’s products are “science backed” and “clinically
23 proven.” But no reliable evidence supports these health claims; the “studies” they
24 point to are deeply flawed and their claims are misleading.

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1 To remedy these violations of the Order, the FTC seeks full compensatory
2 relief, totaling more than [REDACTED].¹

3 **II. STATEMENT OF FACTS**

4 **A. Talbott’s New Dietary Supplement Scheme: Amare**

5 1. The Products and Claims

6 Amare sells a variety of dietary supplements, formulated by Talbott, PX120,
7 p.2; PX028, p.19, purportedly targeting the “gut-brain axis” to provide mental and
8 other health benefits for children and adults, *see* PX011; PX005. One of Amare’s
9 most popular offerings is a “pack” of multiple Amare supplements called Happy
10 Juice. PX006; PX034. Happy Juice contains MentaBiotics, a probiotic and
11 prebiotic blend, PX018; and a version of a “nootropic” called Edge or Edge+,
12 PX027; PX017. Some Happy Juice packs also contain an energy supplement
13 called Energy+, PX029. Amare also sells an all-in-one kids’ supplement called
14 Kids Happy Juice, PX051, and an herbal product called Kids Mood+, PX052.
15 Additionally, since launching in 2017, PX030, Amare has sold another adult
16 “pack” called FundaMentals, which, like Happy Juice, contains MentaBiotics (and
17 two other supplements, MentaSync and MentaFocus), PX180.

18 [REDACTED]
19 [REDACTED] PX269 p.5, whose social
20 media posts and pages direct consumers to personalized brand partner pages on the
21 Amare website, PX001, p.32 n.15. The brand partners work in a multilevel
22 marketing structure, earning commissions from their own sales and the sales of
23 other brand partners they recruit to Amare as part of their “downline.” *See* PX004;

24 _____
25
26 ¹ The FTC also filed a complaint, seeking injunctive relief, against Talbott, Amare,
27 Hintze, and David Chung. The FTC anticipates moving to consolidate the two
28 actions following conferral, and requests any evidentiary hearing be held
contemporaneously with trial in that case.

1 PX012. All Amare brand partners are members of Hintze’s downline. PX134, p.4.
2 Talbott and Amare, with Tran and Hintze aiding and abetting, have made
3 claims about the health benefits of Amare’s products, which brand partners repeat
4 and expand upon as they market on social media. Among other things, they have
5 claimed: (a) Happy Juice, Kids Happy Juice, and Kids Mood+ increase or
6 normalize serotonin, dopamine, and GABA; (b) Happy Juice, Kids Happy Juice,
7 and Kids Mood+ reduce or regulate cortisol; (c) Happy Juice, MentaBiotics, and
8 Kids Mood+ cure, treat, or mitigate the symptoms of depression; (d) Happy Juice,
9 Kids Happy Juice, and Kids Mood+ cure, treat, or mitigate the symptoms of
10 anxiety; and (e) Happy Juice, Kids Happy Juice, and Kids Mood+ cure, treat, or
11 mitigate the symptoms of ADHD. Brand partners use these claims both to sell
12 Amare products and to recruit new brand partners, who then become Amare brand
13 partner agents and repeat the cycle. *See* PX265-PX268; PX039; PX047; PX269 at
14 Atts. E, F. But, as explained below, none of the product claims are substantiated
15 by competent and reliable scientific evidence.

16 Amare and Talbott acknowledged their product claims are inadequately
17 substantiated. For example, in 2024, chairman and owner of the company, David
18 Chung, publicly remarked: “We need to have clinical studies done, not only on the
19 ingredients, but on the finished goods,” PX198, showing awareness the ingredient
20 studies Amare possesses are insufficient to substantiate the company’s claims.
21 Indeed, analysis performed by Dr. Drew Kiraly, an attending physician in the
22 Department of Psychiatry and tenured Associate Professor in the Department of
23 Translational Neuroscience and Department of Psychiatry at Wake Forest
24 University School of Medicine, confirms the “substantiation” for Amare’s claims
25 does not meet the competent and reliable scientific evidence standard under
26 Talbott’s Order. PX002, p.91.

1 a. *Neurotransmitter/Hormone Claims*

2 Talbott, Amare, and its brand partners have claimed Happy Juice, Kids
3 Happy Juice, and Kids Mood+ increase or normalize neurotransmitters like
4 serotonin, dopamine, and GABA, and lower or regulate cortisol, a hormone. These
5 claims originate with Talbott and Amare: their videos and websites claim Happy
6 Juice lowers cortisol and increases serotonin, dopamine, and GABA, “optimiz[ing]
7 neurotransmitters for happiness.” PX019; *see also* PX058, PX231; PX034;
8 PX019; PX022. They also asserted Kids Mood+ modulates neurotransmitters like
9 serotonin and dopamine, reduces stress hormones, and helps maintain healthy
10 levels of cortisol. PX031, PX229; PX020; PX052. Brand partners routinely repeat
11 these types of claims about Happy Juice, Kids Mood+, and Kids Happy Juice on
12 social media. PX049; PX041; PX129, PX130; PX040, PX057; PX042.

13 But these claims are not supported by competent and reliable scientific
14 evidence. None of the studies on the products, or the products’ individual
15 ingredients, meet the standard professionals in the fields of psychiatry and
16 neuroscience would require to substantiate claims the products have any effect on
17 neurotransmitter activity or cortisol levels. PX002, p.91. To substantiate such
18 claims would require appropriately analyzed results of independent, well-designed,
19 well-conducted, randomized, double-blind, placebo-controlled, clinical trials
20 testing the product at the recommended dosage, and which involve an appropriate
21 sample population in which reliable data on appropriate endpoints is collected over
22 an appropriate period of time. *Id.* pp.14-15, 91. Because Amare’s products do not
23 meet this standard, the company cannot claim these mechanisms of action cause
24 clinical outcomes (*e.g.*, treating depression, anxiety, or ADHD).

25 Further, even if these products or their ingredients had an effect on
26 neurotransmitter levels in the gut, those benefits would not translate to the brain.
27 *Id.* at 7-8. Serotonin and dopamine made outside the brain do not enter the brain
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1 across what is known as the “blood-brain barrier,” meaning they cannot cause
2 changes in, or affect, brain function. *Id.* While there is some contested literature
3 finding GABA could cross the barrier, scientific consensus holds it does not cross
4 in consequential amounts, likewise meaning there would be no benefits in the
5 brain. *Id.* at 8. Additionally, while cortisol is a well-known hormone associated
6 with stress, no treatments reducing or blocking cortisol signaling in the body have
7 been found effective in treating any neuropsychiatric condition. *Id.* at 10. Thus,
8 even if Amare’s products lowered cortisol, no scientific evidence indicates the
9 effect would be clinically significant. *Id.* And because scientific evidence shows
10 cortisol plays an important role in regulating certain bodily functions and too little
11 cortisol can lead to extreme fatigue, dizziness, hypoglycemia, and upset stomach,
12 blocking or lowering cortisol may in fact cause side effects reducing overall bodily
13 health. *Id.*

14 b. *Depression, Anxiety, and ADHD Claims*

15 Talbott, Amare, and brand partners have routinely disseminated
16 unsubstantiated claims that Amare products treat, prevent, or cure depression,
17 anxiety, and ADHD. These representations, which originate with Talbott and the
18 company, take three forms.

19 First, Talbott and Amare, both directly and through brand partners, have
20 expressly claimed Amare’s products treat depression, anxiety, and ADHD. For
21 example, in a 2018 video, Talbott told viewers Amare’s products will move
22 consumers along a mental wellness spectrum, from “Depression,” “Anxiety,”
23 “ADD / ADHD,” “Fatigue,” “Tension,” “Sad,” and “Brain Fog,” to
24 “OPTIMIZED” mental wellness, described as “Calmness,” “Happy,” “Sharp,” and
25 “Resilient.” PX063, p.2; PX062 pp.4:10-5:25; PX232 pp.7-8. On TikTok, Talbott
26 explained Happy Juice can “lower ... neuroinflammation in the brain, which can
27 lead people to feel depressed” and “raises serotonin, so you are helping people feel
28

1 happier.” PX058, PX231. Brand partners then amplified these unsubstantiated
2 claims by representing they have seen this mental health transformation in their
3 own lives, posting testimonials claiming they or their children or customers no
4 longer suffer from symptoms of depression, anxiety, and ADHD after taking
5 Happy Juice and Kids Mood+, *see* PX049; PX039; PX035; PX045; PX054, or
6 using hashtags like #adhd, #kidswithanxiety, #naturalanxietyrelief, or
7 #adhdsupportforkids, *see* PX054-PX056; PX042; PX130; PX181. In other
8 instances, Amare and brand partners quantified the products’ benefits, for example,
9 claiming MentaBiotics, included in Happy Juice, increases neurotransmitters and
10 provides a “55% Decrease in anxiousness scores” and “50% Decrease in
11 depression scores.” PX063, p.4; PX020, 0:37-0:45; PX025, p.24. The Happy
12 Juice packaging itself has claimed Happy Juice would “increase positive mood by
13 +105%.” PX203, p.11; PX026. Brand partners have used different statistics,
14 claiming Happy Juice is “clinically proven” to cause a “55% decrease in anxiety
15 scores,” “50% decrease in depression scores,” “105% decrease in negative mood”
16 and “211% increase in positive mood.” PX040; PX036-PX038.

17 Second, Talbott, Amare, and brand partners have compared the purported
18 health benefits of Amare products to traditional pharmaceutical treatments for
19 depression, anxiety, and ADHD. For example, in a 2019 interview with an ABC
20 News affiliate, Talbott claimed a key ingredient in Kids Mood+ “can help with
21 depression in teenagers, equivalent to Prozac, and ADHD in children, equivalent to
22 Ritalin.” PX065, PX227; *see also* PX021, 01:20-01:37. Brand partners repeated
23 and further explicated these claims, stating Kids Mood+, referred to as the “pixie
24 stick,” went “head-to-head” in clinical trials with Prozac and Ritalin. PX236,
25 00:15-00:24; PX067; *see also* PX081; PX264, pp.2-3. In other videos, Amare and
26 Talbott implied Amare’s products can replace traditional medical interventions and
27 brand-name antidepressants, *see* PX023; PX228; PX063, p.3, PX232 at 11:71-16,
28

1 while brand partners have frequently claimed they or their children or customers
2 stopped using or avoided new prescriptions for depression, anxiety, and ADHD
3 medications thanks to Amare’s products, *see* PX035; PX077; PX080; PX224 at
4 10:18-21. Other brand partner posts claimed Amare’s products do more than
5 pharmaceuticals because they get to the “root cause” of mental health issues, rather
6 than just treating the symptoms. *See* PX220 at 10:16-18; PX079; PX075; PX087;
7 PX223 at 29:1-21.

8 Third, Talbott, Amare, and its brand partners have made representations
9 implying Amare’s products treat depression, anxiety, and ADHD. In addition to
10 speaking expressly about the products’ effects, *see supra*, Amare and Talbott used
11 codewords to refer to these conditions, including “sadness,” “moodiness,”
12 “anxiousness,” “focus,” and “attention.” *See* PX082; PX083; PX076; PX042;
13 PX244.

14 Talbott, Amare, and brand partners do not possess competent and reliable
15 evidence supporting their depression, anxiety, and ADHD claims. In response to a
16 question from a brand partner about the source for the Happy Juice statistics,
17 including “55% decrease in anxiety scores” and “50% decrease in depression
18 scores,” a customer service agent admitted Amare had not performed any studies
19 on Happy Juice and she was “not sure where that information is from.” PX070.

20 [REDACTED]

21 [REDACTED] PX071-PX072. [REDACTED]

22 [REDACTED]

23 [REDACTED], *compare* PX069 with

24 PX073 [REDACTED]. [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED].

28 [REDACTED]

1 PX002, pp.35-36; *infra* p.10. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED] PX002, p.36. Furthermore, Dr. Kiraly reviewed hundreds of papers
6 produced by Amare and Talbott as purported substantiation for the claims and
7 searched for any additional studies on Amare’s products and product ingredients.
8 He found no competent and reliable scientific evidence that Happy Juice, its
9 components, Kids Happy Juice, or Kids Mood+ can cure, treat, or mitigate the
10 symptoms of depression, anxiety, or ADHD. PX002, p.91.

11 2. Deceptive Study Claims

12 Talbott and Amare, directly and through brand partners, have also
13 misrepresented the validity of Amare-sponsored and Talbott-led studies on two
14 Amare products: Kids Mood+ and FundaMentals. PX069; PX251. As Dr. Kiraly
15 explains, the studies are so methodologically flawed as to render them wholly
16 invalid. *See* PX002, pp.88-91.

17 a. *Kids Mood+ Study*

18 Amare and Talbott represented the aforementioned Kids Mood+ study as
19 evidence the product improves focus, mood, and overall performance “when the
20 kids were under the most stress,” PX020, claiming an average 29% improvement
21 in symptoms like attention, focus, mood, listening, tension, and irritation, and 18%
22 improvement in performance metrics such as school work, reading, math, and
23 social relationships in ten out of ten children tested, PX069; PX031, PX229.

24 However, the purported results of this “study” were [REDACTED]
25 [REDACTED] and substantial investigator misconduct. PX002, pp.90-91.

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[REDACTED]

[REDACTED]

Id.; see also PX073; PX068; PX084. When the individuals performing the relevant assessment have a financial interest in the company selling the tested treatment, the risk of bias toward favorable results is substantial. [REDACTED]

[REDACTED]. PX002, p.90. [REDACTED]

[REDACTED]. PX073.

This egregious violation of basic scientific standards introduced further bias. PX002, pp.90-91. The results of this study are thus entirely unreliable and invalid. *Id.*

b. *Fundamentals Study*

Amare has claimed FundaMentals is “clinically proven” to increase GOOD bacteria in the gut... which leads to 45% lower tension, 55% lower depression, 54% lower anger, 64% lower fatigue, 43% lower confusion, 44% higher vigor” with thirty days of supplementation with the FundaMentals pack. PX251. But, again, the Talbott-led study of FundaMentals is deeply flawed. First, [REDACTED]

[REDACTED]

[REDACTED] PX002, p.89. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.* Second, the authors’ described statistical analysis is improperly conducted, meaning the numbers they report do not accurately reflect what the study found. *Id.* For example, the authors simply compared the end results of the placebo and treatment groups, ignoring each group’s baseline. *Id.* Without incorporating baseline measures, it is impossible to tell whether the groups actually saw any changes or compare how those changes

1 varied between the placebo and treatment groups. For this and other reasons
2 detailed in Dr. Kiraly’s report, the FundaMentals Study provides no scientifically
3 valid findings. *Id.* at 89-90. Further, even if the statistics reported by the study
4 were proper, the authors forget a basic axiom of science: “correlation does not
5 equal causation.” *Id.* at 90.

6 **B. Defendants’ Roles**

7 1. Talbott

8 Talbott is the linchpin of the scheme. [REDACTED]
9 [REDACTED], PX091; PX089, he directly promoted Amare’s products and
10 made the false, deceptive, or unsubstantiated health claims in violation of the
11 Order on the Amare website, *see* PX020-PX023, in appearances on news stations,
12 *see* PX065, in science “deep dives” and other videos posted on YouTube, *see*
13 PX066; PX062; PX118, and on social media, *see* PX058, PX231; PX126-127;
14 PX119-120.

15 2. Amare

16 Amare was well-aware of the Order when it onboarded Talbott as its Chief
17 Science Officer. Talbott confirmed he discussed the Order with all of Amare’s
18 founders in or around January 2017 when he joined the company, PX086, p.4, and
19 documents further demonstrate Amare’s founder and original CEO (Tran) and
20 other executives with knowledge of the Order by September 2017, PX117.

21 Amare placed Talbott at the helm of research, development, and
22 substantiation, and kept him there for over seven years, despite knowing of
23 Talbott’s Order and flashing warning signs that Talbott was violating it. [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED] PX024. [REDACTED]

27 [REDACTED]

28

1 [REDACTED]. PX097; PX099. [REDACTED]
2 [REDACTED]
3 [REDACTED] PX092, p.3, [REDACTED]
4 [REDACTED]
5 [REDACTED] PX090, p.4. Yet, the company’s social media profiles and website featured
6 Talbott prominently and alongside executives and brand partners in promotional
7 videos for the company. PX011; PX032, PX230; PX119-PX120.

8 For years, instead of disciplining or terminating Talbott for his conduct,
9 Amare provided Talbott a platform and amplified his deceptive claims in
10 marketing its products, both directly, and through brand partners, who as a result
11 flooded social media with false, deceptive, or unsubstantiated health claims. *See*
12 pp.5-9. Amare further aided dissemination of these claims by teaching brand
13 partners to use coded language to make disease-related claims. [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 [REDACTED] PX096; PX100. Talbott calls this
20 engaging in “word play” in an instructional YouTube video about how to make
21 supposedly compliant dietary supplement claims. PX131 at 34:00-49:10. Brand
22 partners confirm they were instructed to use coded language to attempt to skirt
23 potential legal liability. *See* PX224 at 15:6-12; PX264, p.3.

24 But Talbott and brand partners frequently strayed from this “word play,”
25 instead expressly claiming Amare’s products treat depression, anxiety, or ADHD.
26 For years, Amare did *nothing* to stop express misrepresentations from being made
27 by its agents: in October 2021, former CEO Turner said to Hintze: “We have no
28

1 general counsel ... or compliance program!” PX115-116.

2 [REDACTED]
3 [REDACTED] PX088, p.17. But Amare chronically understaffed and poorly managed the
4 compliance team. The Chief Compliance Officer emphasized in early 2024 that
5 her team was “under resourced,” PX165; PX114; [REDACTED]
6 [REDACTED] PX155; PX163.

7 Meanwhile, executives exchanged emails and texts about problematic health
8 claims from Talbott and related posts. PX113-PX114; PX097; PX152.

9 Additionally, Amare’s compliance team received numerous complaints about top-
10 selling brand partners’ posts making claims violating Amare’s policies about
11 misleading claims, *see* PX264, pp.6-11, yet many of those same or similar posts
12 remained online, *see id.* at 10, PX001 at pp.61 n.20, 67 n.22-23—meaning, if
13 Amare attempted to discipline brand partners, those attempts were ineffective. [REDACTED]

14 [REDACTED]
15 [REDACTED] PX088, p.17; PX093-PX095, [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED], *see*
19 PX093; PX95, PX098.

20 For years, Amare’s network included brand partners it did not terminate or
21 suspend for repeated noncompliance with prohibitions on deceptive claims; Amare
22 also did not require brand partners to complete compliance training prior to selling
23 products, PX264 pp.2, 11. Instead, they receive the company’s full support and
24 endorsement. Brand partners who repeatedly made violative claims appear in
25 Amare promotional materials, *see* PX032, are featured as speakers at Amare
26 events, PX001, pp.87-88; PX167, and continue to use personalized links to
27 Amare’s website to make sales, PX001, p.32, n.15. Presumably, that is because
28

1 Amare’s brand partners are the company’s “lifeblood” and “Amare’s business is
2 inherently tied to and built upon the success of its Brand Partners’ network.” *Id.*
3 p.94. Indeed, between launching in 2017 and December 2024, [REDACTED]
4 [REDACTED]. PX269, p.5.

5 3. Tran

6 Hiep Tran is the “founder and visionary of Amare,” its original CEO, former
7 chairman, and, [REDACTED]. PX010; PX168; PX028,
8 p.8. Tran claimed he launched the company because of his own struggles with
9 mental health and desire to create a company focused on “mental wellness.”
10 PX032, PX230, pp.8-9, 16-17. Tran recruited a team to execute his vision,
11 including Talbott, despite [REDACTED]. *Supra* p.11. Nonetheless,
12 Tran [REDACTED]
13 [REDACTED], PX150; PX028, p.19, and worked actively with Talbott to
14 disseminate false, deceptive, or unsubstantiated claims about Amare products. For
15 years, Tran boosted Talbott’s deceptive claims, promoting him as one of “the best
16 scientists out there.” PX032, PX230 at 9:17; *see also* PX255. He [REDACTED]
17 [REDACTED]
18 [REDACTED] PX162; PX154.
19 [REDACTED] Tran [REDACTED]
20 [REDACTED]
21 [REDACTED]. PX164. Tran was central to disseminating the deceptive claims.

22 Tran’s hands-off approach to compliance led to the deceptive marketing of
23 the company’s products. [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED] PX158-PX159
27 [REDACTED].

28

1 Unsurprisingly, deceptive claims continued, with no action from Tran. For
2 example, [REDACTED], Tran [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED] PX153, PX146 (7:07-10:03).

7 Despite his awareness of the deceptive health claims shared on social media, Tran
8 did not direct his executives to do anything about them.²

9 In contrast, Tran acted decisively to increase the company’s profitability.
10 Tran [REDACTED]
11 [REDACTED]. PX160-PX161. In
12 [REDACTED], he [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED] PX157.

16 4. Hintze

17 Patrick Hintze worked as a consultant for Amare at its founding and is the
18 company’s “Founding Brand Partner.” PX134, p.2. Hintze [REDACTED]
19 [REDACTED]
20 [REDACTED]. PX134, Exh. 1. Talbott asserted he
21 informed Hintze of his Order in 2017, PX086, p. 4, and documents confirm
22 Hintze’s awareness of the Order by February 2018, PX137. Hintze is also no
23 stranger to the FTC and substantiation requirements; he is subject to a 2013 FTC
24 order. *See* Dkt. 15 in *FTC v. Green Foot Global, L.L.C.*, No. 2:13-cv-02064-JCM-

27 ² Tran sometimes shared them himself. *See* PX260-261 (Talbott ABC video).

28 ³ Amare’s “studies” were deeply flawed.

1 GWF (D. Nev. Nov. 18, 2013). Like Talbott, Hintze is prohibited from making
2 unsubstantiated claims and misrepresenting facts about studies. *See id.* §§I-II.⁴

3 Nevertheless, Hintze acted in concert with Talbott in violating the *Window*
4 *Rock Order* by establishing the downline of brand partners that disseminated
5 Talbott’s claims and even repeating claims himself. Hintze helped develop
6 Amare’s “website user experience, website back office, business training materials,
7 customer loyalty programs, compensation plan, trip incentives, event agendas and
8 sales promotions,” and when the company was ready to launch its products, his
9 “focus was to find customers and build a team of distributors.” PX134, p.2. He
10 did this by, for example, revising scripts for pitching potential customers and brand
11 partners. *See* PX138 (script telling consumers Amare’s “science-based
12 breakthrough products” products will “reduc[e] stress, anxiety,” “improve mental
13 clarity”). He participated in the company’s “Launch Tour” with Talbott and
14 traveled the country, pitching the products and the business opportunity to
15 prospective customers. *See* PX142; PX133; PX143, PX233. At these events and
16 in online presentations, Hintze applauded Talbott for formulating the products;
17 claimed Amare’s products balance the microbiome and give off “good”
18 neurotransmitters like serotonin, lower cortisol, and move people up the “mental
19 wellness continuum”; and directed potential customers to the deeply-flawed
20 FundaMentals study as evidence the products work. PX233, pp.25, 28-33, 47, 49,
21 54. Hintze [REDACTED]

22 [REDACTED], PX156 ([REDACTED]
23 [REDACTED]), sat alongside Talbott as
24 he made disease mitigation and treatment claims, PX62-PX63, PX232, and boasted
25

26
27 ⁴ In the interest of judicial economy, the FTC has not filed a contempt motion
28 there.

1 about Talbott’s expertise and credentials, PX148 at 11:25, 15:30.

2 Hintze also worked closely with other brand partners. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] PX151, p.3. But
8 Hintze allowed deceptive health claims to proliferate in his downline. Hintze
9 followed numerous downline members on social media, including many of the
10 individuals making the claims cited here, PX139, and has met with Amare
11 leadership about deceptive claims/compliance issues, PX135-PX136, indicating his
12 knowledge of the violative conduct.

13 **III. LEGAL STANDARD**

14 “Civil contempt ... consists of a party’s disobedience to a specific and
15 definite court order by failure to take all reasonable steps within the party’s power
16 to comply.” *Inst. of Cetacean Rsch. v. Sea Shepherd Conservation Soc’y*, 774 F.3d
17 935, 945 (9th Cir. 2014) (quoting *In re Dual Deck Video Cassette Recorder*
18 *Antitrust Litig.*, 10 F.3d 693, 695 (1993)). To obtain a contempt finding, the
19 moving party has the burden to “show[] by clear and convincing evidence that the
20 contemnors violated a specific and definite order of the court.” *FTC v. Affordable*
21 *Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999) (citation omitted). “The burden
22 then shifts to the contemnors to demonstrate why they were unable to comply.” *Id.*
23 Willfulness is not an element of contempt. *McComb v. Jacksonville Paper Co.*,
24 336 U.S. 187, 191 (1949).

25 Injunctions are enforceable against any nonparty, such as Hintze, Tran, and
26 Amare, with “actual notice” of the order who is “in active concert or participation”
27 with a defendant to violate it. FED. R. CIV. P. 65(d)(2); *NLRB v. Sequoia Dist.*

1 *Council of Carpenters*, 568 F.2d 628, 633 (9th Cir. 1977); *see also* Order §§II, III.
2 Nonparties are in active concert or participation with a defendant if they are
3 “aiding and abetting another to violate a court order.” *Sea Shepherd*, 774 F.3d at
4 945 (citing *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945)).

5 **IV. ARGUMENT**

6 The Court’s order is specific and definite, and clear and convincing evidence
7 establishes Defendants violated Sections II and III by expressly stating and/or
8 deliberately implying⁵ Amare’s products would provide health benefits without
9 substantiation, and misrepresenting the validity and results of studies. Moreover,
10 all Defendants had notice of the Order, and the nonparty Defendants acted in
11 concert or participated with Talbott to carry out the violative conduct. Finally,
12 Defendants failed to take all reasonable steps to comply with the Order and thus
13 must compensate consumers.

14 **A. Defendants Violated a Specific and Definite Order**

15 1. The Order is Specific and Definite

16 Rule 65(d)(1) requires injunctions to state their terms “specifically” and
17 “describe in reasonable detail ... the act or acts restrained or required.” *See also*
18 *Affordable Media*, 179 F.3d at 1239 (orders must be “specific and definite”); *FTC*
19 *v. EDebitPay, LLC*, 695 F.3d 938, 943-44 (9th Cir. 2012) (prohibition on *all*
20 misrepresentations in the sale of *any* product or service is specific and definite).⁶

21 The Order, as described below, is specific and definite.

22 _____

23

24 ⁵ Claims made expressly or by deliberate implication are presumed material. *FTC*
25 *v. Pantron I Corp.*, 33 F.3d 1088, 1095-96 (9th Cir 1994); *In re Thompson Med.*
Co., 104 F.T.C. 648, 816 (1984).

26 ⁶ Talbott stipulated to the Order and none of the nonparties challenged it when they
27 gained notice of it, meaning Defendants cannot collaterally attack its specificity.
28 *See EDebitPay, LLC*, 695 F.3d at 944; *Irwin v. Mascott*, 370 F.3d 924, 931-32 (9th
Cir. 2004).

1 Section II prohibits Talbott and those in concert with him from
2 making representations about the “health benefits, performance, or efficacy
3 of any Covered Product unless the representation is true and non-misleading,
4 and, at the time it is made, Talbott possesses and relies upon competent and
5 reliable scientific evidence that substantiates the representation.” Order at 9.
6 A Covered Product means “any dietary supplement, food, drug, cosmetic, or
7 device,” Order at 6, and competent and reliable scientific evidence is
8 specifically defined in the Order as “tests, analyses, research, studies, or
9 other evidence based on the expertise of professionals in the relevant area,
10 that has been conducted and evaluated in an objective manner by persons
11 qualified to do so, using procedures generally accepted in the professions to
12 yield accurate and reliable results.” Order at 5.

13 Section III prohibits “any misrepresentation about the existence,
14 contents, validity, results, conclusions, or interpretations of any test or
15 study” in connection with the marketing of Covered Products. Order at 9.

16 2. Defendants Violated Section II

17 As demonstrated above, *supra* pp.5-9, Talbott, Amare, and its brand partners
18 made numerous unsubstantiated claims about the health benefits of Amare’s
19 dietary supplements, which are Covered Products. They claimed:

- 20 • Happy Juice, Kids Happy Juice, and Kids Mood+ increase or
21 normalize serotonin, dopamine, and GABA, and reduce or regulate
22 cortisol, *supra* p.5-6;
- 23 • Happy Juice, MentaBiotics, Kids Mood, and Kids Happy Juice cure,
24 treat, or mitigate the symptoms of depression, *supra* pp.6-9; and
- 25 • Happy Juice, Kids Happy Juice, and Kids Mood+ cure, treat, or
26 mitigate the symptoms of anxiety and ADHD, *supra* pp.6-9;

27 Neither Amare nor Talbott possessed competent and reliable scientific
28

1 evidence for these claims, *see supra* pp.5-6, 9, PX002, p.91. As Dr. Kiraly
2 explains, professionals in the fields of neuroscience and psychiatry would not find
3 that competent and reliable scientific evidence substantiates the above claims
4 because (1) no studies have been conducted regarding Amare’s supplements
5 meeting the standard for competent and reliable scientific evidence; (2) studies on
6 the supplements’ individual ingredients, alone or in combination, are insufficient to
7 meet that standard; and (3) even the studies on the individual ingredients do not
8 substantiate the claims at issue here because the studies did not follow procedures
9 generally accepted in the relevant fields to yield reliable results. PX002, p.29-30,
10 36, 39. Additionally, the claims about neurotransmitters and cortisol are
11 misleading because they misrepresent how neurotransmitters and cortisol function
12 in the human body. *See* PX002, p.6-10.

13 3. Defendants Violated Section III

14 Defendants’ claims about the Kids Mood+ and FundaMentals Studies
15 likewise violate Section III of the Order. As explained in detail *supra* at pp.9-10,
16 [REDACTED] and author misconduct render the results of the Kids
17 Mood+ Study entirely unreliable and invalid. Similarly, conflicts of interest and
18 improper statistical analysis make the reported results of the FundaMentals Study
19 unreliable. *See supra* pp.10-11. Nevertheless, Defendants regularly touted these
20 studies, claimed their products are “clinically proven” and misrepresented
21 percentages drawn from them to back their claims. For example, Talbott appeared
22 on the Amare website claiming the Kids Mood+ Study proves the product
23 improves focus, mood, and overall performance in children, PX21, and Amare
24 posted on Facebook that FundaMentals is clinically proven to “lower depression by
25 55%,” PX69. These claims misrepresent the “validity, results, conclusions, or
26 interpretations” of the studies and thus violate Section III. Order at 9-10.

1 **B. Defendants Had Notice of and Violated the Order**

2 As a party who signed the Order, Talbott had notice of the Order and is
3 bound by it. FED. R. CIV. P. 65(d)(2)(A).

4 Amare, Hintze, and Tran also had notice of the order before Amare began
5 marketing and selling its products. *See supra* pp.11, 14-15 (Amare and Tran), 15
6 (Hintze). Tran’s knowledge is imputed to Amare as an officer of the company.
7 *See Wyle v. R.J. Reynolds Indus., Inc.*, 709 F.2d 585, 590 and n.3 (9th Cir. 1983).

8 Furthermore, the nonparty defendants acted in concert with Talbott to violate
9 the Order and are thus equally liable for contempt. FED. R. CIV. P. 65(d); *Sequoia*,
10 568 F.2d at 633-34. A nonparty may act in concert by “aiding and abetting” the
11 nonparty to violate the order, *Sea Shepherd*, 774 F.3d at 945, which involves
12 “play[ing] an essential role in consummating the forbidden transaction,” *Goya*
13 *Foods, Inc. v. Wallack Mgmt. Co.*, 290 F.3d 63, 76 (1st Cir. 2002), where the
14 essential role is “directed at the actual prohibited conduct.” *FTC v. Acquinity*
15 *Interactive, LLC*, 2021 WL 4840585, *6 (S.D. Fla. Sept. 29, 2021).

16 Tran and Hintze each played an essential role in Talbott’s contempt.
17 Specifically, Tran founded “The Mental Wellness Company” with a vision of
18 selling products focused on mental health and [REDACTED]
19 [REDACTED]. *See supra* pp.14. Despite
20 Talbott’s history, Tran repeatedly endorsed Talbott and his claims and did nothing
21 to discipline him or the brand partners as they marketed Amare’s products
22 deceptively. *See supra* pp.14-15. Hintze, Amare’s founding brand partner, was
23 also instrumental to the scheme, establishing and maintaining the marketing
24 structure proliferating Talbott’s claims, and traveling the country alongside Talbott
25 to pitch and expand the company. *See supra* pp.16-17.

26 Amare played an essential role by providing Talbott with the platform to
27 make his claims, as well as amplifying them through its network of brand partners.
28

1 Additionally, Amare itself—through its website, promotional materials, and
2 executives—has made claims in violation of Sections II and III, further aiding
3 Talbott to violate the Order. *See supra* pp.5-11.

4 Though more is not necessary, the company is also responsible for the
5 statements of its brand partners, independent contractors acting within the actual or
6 apparent scope of their authority. *Goodman v. FTC*, 244 F.2d 584, 592 (1957); *Sw.*
7 *Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1438 (9th Cir. 1986). “Apparent authority is
8 determined from the perspective of the consumer,” *FTC v. Inc21.com Corp.*, 688
9 F. Supp. 2d 927, 939 (N.D. Cal. 2010), and is found when a company holds
10 independent contractors out as its representatives—for example, when the
11 company sells its products “almost entirely through” the independent contractors
12 and provides them with “credentials showing them to be representatives” of the
13 company, *Goodman*, 244 F.2d at 593. Here, Amare made ████████ of its sales each
14 month through brand partners between September 2017 through December 2024,
15 providing each brand partner a link to share with consumers for purchase of
16 products through the Amare website. *See supra* p.14. If a consumer clicked this
17 link, they were taken to a brand partner-specific page on Amare’s website. *Id.*
18 Brand partners are also featured in company events and promotional materials. *Id.*
19 Amare publicly refers to its brand partners as its “lifeblood” and claims “Amare’s
20 business is inherently tied to and built upon the success of its Brand Partners’
21 network.” *Id.* Their conduct is accordingly attributable to Amare.

22 **C. Defendants Failed to Take All Reasonable Steps to Comply**

23 Because the FTC has demonstrated Defendants violated a specific and
24 definite order, Defendants bear “the burden of demonstrating that they were unable
25 to comply.” *Donovan v. Mazzola*, 716 F.2d 1226, 1240 (9th Cir. 1983). Where
26 defendants make “little real conscientious effort ... to comply,” they cannot meet
27 this burden. *Sekaquaptewa v. MacDonald*, 544 F.2d 396, 406 (9th Cir. 1976).

28

1 Indeed, even “taking significant steps towards compliance comes nowhere near
2 satisfying th[e] exacting standard” of taking “all reasonable steps” to comply.
3 *Coleman v. Newsom*, 131 F.4th 948, 956-59 (9th Cir. 2025) (citations omitted). As
4 described above, for years, Defendants made false, deceptive, or unsubstantiated
5 claims and despite knowing of the claims made by each other and Amare’s agents,
6 they did not discipline Talbott or brand partners or take other meaningful action to
7 cease dissemination of the claims. Instead, recognizing certain claims being made
8 were unsubstantiated, they actively sought to evade the order by [REDACTED]
9 [REDACTED] leaving the same overall net impression as the unsubstantiated express
10 claims. *Cf. Telebrands Corp.*, 140 F.T.C. 278, 304 (2005) (“a showing of intent is
11 powerful evidence that the alleged claim in fact was conveyed to consumers.”)
12 (citations omitted). Defendants did not take even significant steps to comply, let
13 alone all reasonable steps, and cannot meet their burden.

14 **D. Defendants Should Be Ordered to Compensate Consumers**

15 In contempt, this Court may issue sanctions for either or both of two
16 purposes: to compensate for harm caused by the order violations and to coerce the
17 contemnor into compliance. *FTC v. Success by Media Holdings Inc.*, 159 F.4th
18 1159, 1167 (9th Cir. 2025). Here, the compensatory remedy for contempt is net
19 revenues, which is “the full amount lost by consumers” because Defendants’
20 contumacious statements about the products’ central characteristics—their
21 purported health effects—tainted consumers’ purchasing decision. *FTC v.*
22 *Kuykendall*, 371 F.3d 745, 765-67 (10th Cir. 2004); *see also EDebitPay*, 695 F.3d
23 at 945 (district court has broad discretion to calculate civil contempt sanctions
24 using consumer loss). “[F]ull restitution, rather than only disgorgement, [is]
25 appropriate” where defendants “disregard[] the core provisions of [a] Final Order
26 to not mislead consumers about the products they advertised.” *Id.*

27 In this case, Defendants have no substantiation for their health benefit
28

1 claims. They violated the Order, and those violations deceived consumers and
2 brand partners who purchased Amare products in reliance on the claims. Between
3 September 2017 and October 2024, Amare made over [REDACTED] in sales
4 revenue from Happy Juice and its components, including MentaBiotics, Edge,
5 Edge+, and Energy+; Kids Happy Juice; Kids Mood+; and the FundaMentals Pack
6 and its components, including MentaBiotics, MentaSync and MentaFocus. PX269,
7 at Att.A. The FTC seeks a compensatory award of the amount consumers paid for
8 these products. *Kuykendall*, 371 F.3d at 766-67 (once the baseline of defendants’
9 gross receipts is established, defendants have the burden to present evidence
10 regarding what, if any, amounts should “offset” the sanctions).

11 **V. CONCLUSION**

12 The Court should enter the proposed order to show cause.

13 Dated: June 11, 2026

14 /s/ Christopher J. Erickson

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Local Rule 11-6.2 Certificate of Compliance

The undersigned, counsel of record for the Federal Trade Commission, certifies that this memorandum of points and authorities contains 6,997 words and 24 pages, which complies with the word limit of L.R. 11-6.1 and the page limit of the Court’s standing order dated October 5, 2004, Dkt. 4 at 4.

Dated: June 11, 2026

/s/ Christopher J. Erickson
Christopher J. Erickson

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Certificate of Service

I hereby certify that on June 11, 2026, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and I caused an electronic copy of the foregoing document, and all publicly-filed documents related to this filing, to be served on counsel identified below (or a designee they communicated). Counsel for these Defendants consented to receive electronic service on behalf of their clients and service was effected using Secure File Transfer Protocol:

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I also caused a copy of foregoing document, and all related publicly-available documents, to be served on Defendant Talbott by U.S. mail at his last-known address.

Dated: June 11, 2026

/s/ Christopher J. Erickson
Christopher J. Erickson