

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|------------------------------------|---|-------------------------------|
| FEDERAL TRADE COMMISSION, |) | |
| |) | |
| Plaintiff, |) | Case No. 04 C 4790 |
| |) | |
| v. |) | Judge Blanche M. Manning |
| |) | |
| CREAGHAN A. HARRY, |) | Magistrate Judge Nan R. Nolan |
| individually and doing business as |) | |
| HITECH MARKETING, |) | |
| SCIENTIFIC LIFE NUTRITION, and |) | |
| REJUVENATION HEALTH CORP., |) | |
| |) | |
| Defendant. |) | |
| |) | |

STIPULATED ORDER FOR PERMANENT INJUNCTION AND FINAL JUDGMENT

Plaintiff Federal Trade Commission (“Commission” or “FTC”) filed a Complaint For Injunctive And Other Equitable Relief (the “Complaint”) on July 21, 2004, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM”), 15 U.S.C. § 7701 *et seq.*;

The parties having been represented by counsel and acting by and through such counsel have consented to the entry of this Stipulated Order for Permanent Injunction and Final Judgment (“Stipulated Order”) without a trial or adjudication of any issue of law or fact herein.

NOW, THEREFORE, the Commission and Defendant, having requested the Court to enter this Stipulated Order, and the Court having considered the Stipulated Order reached among the parties and for other cause appearing, it is **ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter pursuant to 28 U.S.C. §§ 1331 and 1337(a), and 15 U.S.C. § 53(b).

2. The Complaint states a claim upon which relief may be granted against Defendant, under Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM"), 15 U.S.C. § 7701 *et seq.*

3. Defendant has entered into this Order freely and without coercion. Defendant further acknowledges that he has read the provisions of this Order and is able to abide by them.

4. Defendant does not admit any of the allegations set forth in the Complaint other than jurisdictional facts, and the Commission and Defendant have agreed that the entry of this Order resolves all matters of dispute between them, up to the date of entry of this Order.

5. Defendant waives all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendant further waives and releases any claims he may have against the Commission, its employees, representatives or agents.

6. Defendant agrees that this Order does not entitle him to seek or obtain attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and Defendant further waives any right to attorneys' fees that may arise under said provision of law.

7. This Order is in addition to and not in lieu of any other civil or criminal remedies that may be provided by law.

8. Entry of this Order is in the public interest.

DEFINITIONS

1. **“Asset”** or **“Assets”** means any legal or equitable interest in, right to, or claim to, any real and/or personal property, including without limitation, chattels, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, and all cash, wherever located.

2. **“Assisting others”** means: (1) performing customer service functions including, but not limited to, receiving or responding to consumer complaints, (2) providing names of, or arranging for the provision of, names of potential customers; (3) performing marketing services of any kind; or (4) acting as an officer or director of a business entity.

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

4. **“Customer”** means any person who has paid, or may be required to pay, for goods or services offered for sale or sold by Defendant.

5. **“Defendant”** means Creaghan A. Harry, individually and doing business as Hitech Marketing, Scientific Life Nutrition, and Rejuvenation Health Corp.

6. **“Document”** is synonymous in meaning and equal in scope to the same term as defined in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of this term.

7. **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or services.

8. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

9. **“Plaintiff”** means the Federal Trade Commission.

10. **“HGH products”** means any products that are advertised, marketed, promoted, offered for sale, distributed, or sold with express or implied representations that the product contains any form of Human Growth Hormone or may produce effects similar in nature to any form of Human Growth Hormone, and include, but are not limited to, “Supreme Formula HGH,” “Youthful Vigor HGH,” “Optimum HGH,” and “Ultimate HGH 1000,” or any other substantially similar products.

I. BUSINESS ACTIVITIES PROHIBITED BY THE FTC ACT

Defendant and his officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from making, or assisting others in making, expressly or by implication, including through the use of a trade name or endorsement, any false or misleading oral or written statement or representation in connection with the marketing, advertising, promotion, offering for sale, sale, or provision of any products or services over the Internet, including, but not limited to:

A. Representing that “Supreme Formula HGH,” “Youthful Vigor HGH,” “Optimum HGH,” “Ultimate HGH 1000,” or any other substantially similar product, contains a form of Human Growth Hormone and/or produces effects similar in nature to any form of Human Growth Hormone;

B. Misrepresenting that any HGH product, or any ingredient contained in it:

1. will turn back or reverse the aging process by causing effects that include, but are not limited to, (i) lower blood pressure, (ii) cellulite reduction, (iii) improved vision, (iv) new hair growth and hair color restoration, (v) improved sleep, (vi) emotional stability, and (vii) increased sexual potency and frequency; and/or

2. will enable the consumer to lose weight without diet or exercise.

C. Misrepresenting that any HGH product, or any ingredient contained in it, is effective in the diagnosis, cure, mitigation, treatment, or prevention of any disease;

D. Making any representation about the health benefits, performance, efficacy, or safety of any such product unless, at the time of making such representation, Defendant possesses and relies upon competent and reliable scientific evidence that substantiates the representation;

E. Misrepresenting any other fact material to a consumer’s decision to purchase such product; and

F. Assisting others who violate any provision of Paragraphs A through E of this Section.

II. BUSINESS ACTIVITIES PROHIBITED BY CAN-SPAM

Defendant and his officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, whether acting directly or through any trust,

corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from violating, or assisting others in violating, Sections 5 and 6 of CAN-SPAM, 15 U.S.C. §§ 7704 and 7705, as currently promulgated or hereafter amended, or any rule, regulation, or requirement adopted pursuant thereto, including, but not limited to, initiating the transmission to a "protected computer" of a "commercial electronic mail message," as those terms are defined in 15 U.S.C. § 7702(2) and § 7702(13) that:

A. Contains, or is accompanied by, materially false or misleading header information in violation of Section 5(a)(1) of CAN-SPAM, 15 U.S.C. § 7704(a)(1);

B. Fails to include a clear and conspicuous notice of the opportunity to decline to receive further commercial electronic mail messages from the sender, in violation of Section 5(a)(5)(A)(ii) of CAN-SPAM, 15 U.S.C. § 7704(a)(5)(A)(ii); and/or

C. Fails to include a valid physical postal address of the sender in violation of Section 5(a)(5)(A)(iii) of CAN-SPAM, 15 U.S.C. § 7704(a)(5)(A)(iii).

III. MONETARY RELIEF

A. Defendant shall pay to the Commission the amount of Four Hundred Eighty Five Thousand Dollars (\$485,000.00) as equitable monetary relief. Such payment shall be made as provided in Sections III.B and Section III.C of this Order.

B. Upon entry of this Order, Defendant shall forever waive, release, discharge and disclaim all right, title and interest in the money contained in the following accounts, and the money in the following accounts shall be assigned and transferred to the Commission:

1. The bank account held under the name Creaghan Harry, Hitech Marketing at PNC Bank, Pittsburgh, PA, Account No. 80-0336-0470 (approximately \$15,483.71);

2. The bank account held under the name Creaghan Harry, at Wachovia Bank, Boca Raton, Florida, Account No. 1010004652184 (approximately \$27,527.55);
3. The bank account held under the name Hitech Marketing DBA Creaghan Harry, at Bank of American, Tampa, Florida, Account No. 0036 6123 5279 (approximately \$136,764.60).
4. The bank account held under the name Creaghan Harry D/B/A Ultimate Health, at Wachovia Bank, Tampa, Florida, Account No. 0030 6988 4028 (approximately \$140.84);
5. The bank account held under the name Creaghan Harry D/B/A Blue Steel, at Bank of America, Tampa, Florida, Account No. 0036 7961 1607 (approximately \$4,935.23);
6. The merchant account held at TransFirst ePayment Services, Omaha, Nebraska, Account No. 230081328501 (approximately \$8,840.04); and
7. The merchant account held under the name Scientific Life Nutrition, at One World Distribution, Inc., Mobridge, South Dakota (approximately \$76,379.35).

With respect to the foregoing accounts, Defendant shall provide full cooperation to the Commission to ensure that the money in the above accounts is remitted to the Commission. Defendant's full cooperation with the Commission shall include, but not be limited to, promptly executing any documents necessary to effectuate any transfer of funds to the Commission or its agents or representatives. All payments required to be made to the Commission under this

Section shall be made by certified check or other guaranteed funds payable to and delivered to the Commission, or by wire transfer in accord with directions provided by the Commission.

C. Within six (6) months from the entry of this Order, Defendant shall pay to the Commission Two Hundred Fifteen Thousand Dollars (\$215,000.00). Payment shall be made to the Commission by certified check or other guaranteed funds payable and delivered to the Commission or by wire transfer in accord with directions provided by the Commission.

D. Defendant hereby grants to the Commission a voluntary lien on and security interest in real property located at 4430 Tranquility Drive, Highland Beach, Florida, together with all dwelling houses, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, or which hereafter may be added or attached thereto, and all replacements, substitutions therefore or thereto, and all proceeds thereof, whether presently existing or hereafter arising (collectively, the "Collateral"). Defendant represents and acknowledges that the Commission is relying on the material representations that Defendant is the sole owner in fee simple of the Collateral, title to the Collateral is marketable, and the Collateral currently is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, security interest or other interest, except: (1) a mortgage held by Virtual Bank in an amount equal to or less than \$1,651,000.00 ("First Mortgage"), (2) a loan held by Wachovia Bank in an amount equal to or less than \$180,695.00 ("Second Mortgage"), and (3) other restrictions and encumbrances of record subject to which Defendant originally acquired the property. Defendant represents that the First Mortgage and Second Mortgage are not in default. Defendant shall cooperate fully with the Commission and be responsible (at his expense) for preparing, executing and recording the necessary documents and taking any other actions necessary to perfect the Commission's voluntary lien on and security interest in the Collateral.

Defendant shall deliver to the Commission copies of all recording documents used to perfect the Commission's voluntary lien on the Collateral within five (5) days after entry of this Order.

E. The Commission acknowledges that the source of funds for Defendants' payment obligation under Section III.C of this Order is likely to come in whole or in part from the refinancing of the Collateral. The Commission agrees to cooperate fully in Defendant's efforts to refinance the Collateral and acknowledges that release and/or subordination of its security interest, if any, may be necessary to effectuate the refinancing of the Collateral. In this regard, the parties further agree as follows:

1. In the event that Defendant is able to secure "cash out" refinancing of the Collateral in an amount equaling or exceeding \$215,000.00 following discharge of all remaining obligations under the First Mortgage and Second Mortgage ("Outstanding Mortgage Obligations"), or in the event that Defendant pays into escrow at closing an amount equal to \$215,000.00 minus the "cash out" proceeds remaining after satisfaction of the Outstanding Mortgage Obligations (the "Deficiency"), then the Commission agrees to release any and all security interests in the Collateral, provided that Defendant meets his obligations under Section III.C of this Order by payment through escrow at closing of \$215,000 in cash to the Commission; and
2. In the event that the proceeds of any "cash out" refinancing of the Collateral are less than \$215,000.00 following satisfaction of the Outstanding Mortgage Obligations and Defendant does not pay into escrow the amount of the Deficiency, then Defendant agrees that all

refinancing proceeds after satisfaction of the Outstanding Mortgage Obligations will be paid to the Commission through escrow at closing, and the Commission agrees to release any existing security interests and cause the filing of a new security interest, subordinate to the security interest of the refinancing lender, in the amount by which Defendant's payment obligation under Section III.C has been decreased following receipt by the Commission of any proceeds of the refinancing.

3. The Commission further agrees to release any security interests granted herein upon discharge by Defendant of all obligations under Section III.C. of this Order. Defendant shall be responsible for preparing and filing any termination statements reasonably required in connection therewith, provided that the Commission shall cooperate with Defendant and shall not unreasonably withhold its consent and acknowledgment of the same. Defendant shall be responsible for paying all costs relating to the preparation, execution, delivery, filing, recording, and termination of any voluntary lien and security interests granted herein.

F. After entry of this Order, all funds paid by Defendant pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. Defendant will cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. In the event that direct redress is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer

information remedies) as it determines to be reasonably related to Defendant's practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendant shall have no right to challenge the Commission's choice of remedies under this Paragraph;

G. In the event of any default on any obligation to make payment under this Section, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment, and shall immediately become due and payable; and

H. For purposes of any subsequent proceeding to collect payments required by this Section, including, but not limited to, a non-dischargeability complaint filed in a bankruptcy case, Defendants agree that the facts as alleged in the Complaint filed in this action and the findings of this Court shall be taken as true and correct without further proof.

IV. RIGHT TO REOPEN WITH SUM CERTAIN

A. Within five (5) business days after the date of entry of this Order, Defendant shall submit to the Commission a truthful sworn statement, in the form shown on Appendix A to this Order, that shall reaffirm and attest to the truthfulness, accuracy, and completeness of the financial statement that Defendant previously signed and which is dated September 14, 2004. The Commission's agreement to this Order is expressly premised upon the financial condition of Defendant, as represented in his financial statement, which contains material information upon which the Commission relied in negotiating and agreeing upon this Order.

B. If the Court finds that Defendant failed to disclose any material asset or misrepresented any material asset in the financial statements and related documents described above, the Court shall enter judgment against Defendant, and in favor of the Commission, in the amount of \$5,973,348.37 (the total amount of consumer injury), which shall become immediately due and payable, less any amount previously paid. Should this judgment be

modified as to the monetary liability of Defendant, this Order, in all other respects, shall remain in full force.

C. Proceedings instituted under this Section are in addition to, and not in lieu of, any and all other proceedings and remedies as may be provided by law, including any other proceedings the Commission may initiate to enforce this Order. Solely for the purposes of reopening under this Section, Defendants waive any right to contest any of the allegations set forth in the Complaint filed in this matter.

V. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS

Within five (5) business days after receipt by this Order as entered by the Court, Defendant must submit to the Commission a truthful sworn statement acknowledging receipt of this Order, in the form shown as Appendix B to this Order.

VI. COMMISSION'S AUTHORITY TO MONITOR COMPLIANCE

For the purpose of monitoring and investigating compliance with any provision of this Order,

A. Defendant shall, within twenty (20) days of receipt of written notice from a representative of the Commission, submit additional written reports, sworn to under penalty of perjury, produce documents for inspection and copying, and/or appear for deposition;

B. The Commission may employ all other lawful means of discovery, including but not limited to the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36 and 45;
2. posing as consumers and suppliers to Defendant and Defendant's

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

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

VII. COMPLIANCE REPORTING BY DEFENDANT

In order that compliance with the provisions of this Order may be monitored:

A. For a period of three (3) years from the date of entry of this Order, Defendant shall notify the Commission of the following:

1. Any changes in Defendant's residence, mailing address, or telephone numbers, within ten (10) days after the date of such change;
2. Any changes in Defendant's employment status (including self-employment) within ten (10) days after the date of such change. Such notice shall include the name and address of each business that Defendant is affiliated with or employed by, or performs services for, a statement of the nature of the business, and a statement of Defendant's duties and responsibilities in connection with the business or employment; and
3. Any changes in Defendant's name or use of any aliases or fictitious names; and;

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

B. One hundred eighty (180) days after the entry of this Order, Defendant shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which Defendant has complied and is complying with this Order. This report shall include, but not be limited to:

1. Any changes required to be reported pursuant to subsection A above; and
2. A copy of each acknowledgement of receipt of this Order obtained by

Defendant pursuant to Section IX.

C. Defendant shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications required under this Order to:

Federal Trade Commission
Director, Midwest Region
55 East Monroe Street, Suite 1860
Chicago, Illinois 60603

Re: FTC v. Harry

D. For purposes of the compliance reporting required by this Section, the Commission is authorized to communicate directly with Defendant, unless Defendant indicates that he is represented by counsel and provides the name and address of such counsel to the Commission.

VIII. MONITORING COMPLIANCE WITH SALES PERSONNEL

In connection with any business in which Defendant is a majority owner of the business or directly or indirectly manages or controls the business and the business is engaged in, or assists others in engaging in, the offering for sale or sale of any product or service over the Internet, Defendant is hereby permanently restrained and enjoined from failing to take reasonable steps:

- A. sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions comply with Sections I and II of this Order;
- B. sufficient to investigate promptly and fully any consumer complaint; and
- C. sufficient to take corrective action with respect to any salesperson whom Defendant determines is not complying with this Order, which may include training, disciplining, and/or terminating such salesperson.

IX. DISTRIBUTION OF ORDER BY DEFENDANT

For a period of three (3) years from the date of entry of this Order, Defendant shall deliver a copy of this Order to every officer, director, agent, or employee under his control for any business that: (1) employs or contracts for personal services from them; and (2) has responsibilities with respect to the subject matter of this Order. Defendant shall secure from each such person a signed and dated statement acknowledging receipt of the Order within thirty

(30) days after the date of service of the Order by the Defendant, or the commencement of the employment relationship.

X. RECORD KEEPING PROVISION

For a period of six (6) years from the date of entry of this Order, in connection with any business in which Defendant is a majority owner, or directly or indirectly manages or controls, and the business is engaged in, or assists others in engaging in, the offering for sale or sale of any product or service over the Internet, Defendant and his agents, employees, officers, successors, assigns, and those persons in active concert or participation with him who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the distribution of net profits;

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

C. Customer files containing names, addresses, and telephone numbers of customers (if known); dollar amounts paid; quantity of items or services purchased; and descriptions of items or services purchased, to the extent such information is obtained in the ordinary course of business;

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

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials.

XI. TRANSFER OF CUSTOMER LISTS

Defendant is hereby restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who submitted such information to Defendant in connection with the purchase or sale of HGH products, *provided, however,* that Defendant may disclose such information to a law enforcement agency, to the Commission, or as required by any law, regulation, or court order.

XII. FEES AND COSTS

Each party to this Order hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

XIII. RETENTION OF JURISDICTION

This Court shall retain jurisdiction over this matter for all purposes.

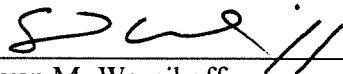
STIPULATED AND AGREED TO:

FEDERAL TRADE COMMISSION

CREAGHAN A. HARRY

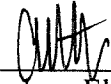
Dated: 5/5/05

Dated: 1/20/2005



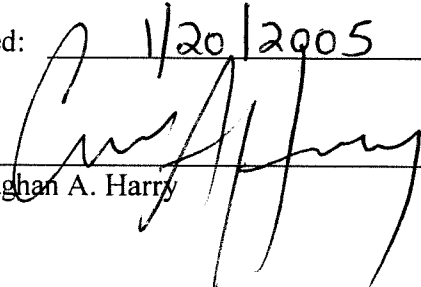
Steven M. Wernikoff
Jason K. Bowler
Federal Trade Commission
55 East Monroe Street, Suite 1860
Chicago, Illinois 60603
(312) 960-5634 [Telephone]
(312) 960-5600 [Facsimile]

Attorney for Plaintiff




Andrew Eliot Porter
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
(312) 263-3600 [Telephone]
(312) 578-6666 [Facsimile]

Attorney for Defendant

Dated: 1/20/2005


Creaghan A. Harry

SO ORDERED, this 5TH day of MAY, 2005:



The Honorable Blanche M. Manning
United States District Judge

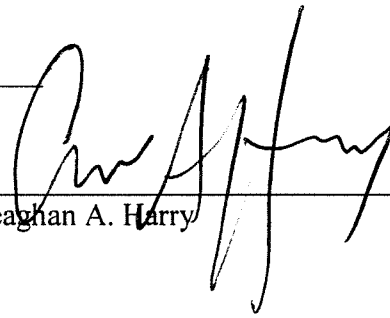
APPENDIX A

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

| | | |
|--------------------------------------|-------------------------------|--|
| _____) | | |
| FEDERAL TRADE COMMISSION,) | | |
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| Plaintiff,) | Case No. 04 C 4790 | |
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| v.) | Judge Blanche M. Manning | |
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| CREAGHAN A. HARRY,) | Magistrate Judge Nan R. Nolan | |
| individually and doing business as) | | |
| HITECH MARKETING,) | | |
| SCIENTIFIC LIFE NUTRITION, and) | | |
| REJUVENATION HEALTH CORP.,) | | |
| |) | |
| Defendant.) | | |
| _____) | | |

I, Creaghan A. Harry, hereby state that the information contained in the Financial Statement dated September 14, 2004, that was provided to the Federal Trade Commission was true, accurate, and complete as of July 27, 2004.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, _____


Creaghan A. Harry

APPENDIX B

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
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| FEDERAL TRADE COMMISSION, |) | |
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| Plaintiff, |) | Case No. 04 C 4790 |
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| REJUVENATION HEALTH CORP., |) | |
| |) | |
| Defendant. |) | |
| |) | |

AFFIDAVIT OF CREAGHAN A. HARRY

I, Creaghan A. Harry, being duly sworn, hereby state and affirm as follows:

1. My name is Creaghan A. Harry. My current residence address is 4430 Tranquility Drive, Highland Beach, Florida. I have personal knowledge of the facts set forth in this Affidavit.
2. I am a defendant in *FTC v. Harry*, Case No. 04 C 4790 (N.D. Ill.).
3. On _____, I received a copy of the Stipulated Order For Permanent Injunction and Final Judgment which was signed and entered by the Court on _____. A true and correct copy of the Order I received is appended to this Affidavit.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on _____, 200~~5~~, at _____.

Creaghan A. Harry

Subscribed and sworn to before me

this ____ day of _____, _____.

Notary Public
My Commission Expires: