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CENTRAL DISTRICT OF CALIFORNIA
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FEDERAL TRADE COMMISSION

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

**FEDERAL TRADE COMMISSION,
Plaintiff,**

v.

**A. GLENN BRASWELL,
JOL MANAGEMENT CO.,
G.B. DATA SYSTEMS, INC.,
GERO VITA INTERNATIONAL, INC.,
THERACEUTICALS, INC., HALSEY
HOLDINGS LLC., HEALTH QUEST
PUBLICATIONS, INC., G.B. DATA
SYSTEMS, INC. (CANADA), RON
TEPPER, RONALD M. LAWRENCE, M.D.,
PH.D., HANS KUGLER, PH.D., AND
CHASE REVEL A/K/A MARCUS
WELBOURNE, JOHN WELLBURN,
JAMES WELLBURN, MARTIN
WELLNER, JOHN MEGGENHORN, and
JOHN BURKE,**

Defendants.

Hon. Dickran Tevrizian
CV 03-3700-DT (PJWx)

~~Proposed~~
**STIPULATED FINAL
ORDER FOR
PERMANENT
INJUNCTION AND
SETTLEMENT OF
CLAIMS FOR
MONETARY RELIEF
RE: CERTAIN
CORPORATE
DEFENDANTS**

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1 Plaintiff, the Federal Trade Commission ("FTC" or "Commission") filed a
2 Complaint and Second Corrected First Amended Complaint for permanent
3 injunction and other relief against A. Glenn Braswell, JOL Management Co., G.B.
4 Data Systems, Inc., Gero Vita International, Inc., Therapeutics, Inc., Halsey
5 Holdings LLC, Health Quest Publications, Inc., G.B. Data Systems, Inc. (Canada),
6 Ron Tepper, Ronald M. Lawrence, M.D., Ph.D., Hans Kugler, Ph.D., and Chase
7 Revel, pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC
8 Act"), 15 U.S.C. § 53(b). Defendants JOL Management Co., G.B. Data Systems,
9 Inc., Gero Vita International, Inc., Therapeutics, Inc., Health Quest Publications,
10 Inc., and G.B. Data Systems, Inc. (Canada) deny the allegations in the Complaint,
11 except jurisdictional facts, and dispute the legal basis for the relief requested, but
12 are willing to agree to the entry of the following Stipulated Final Order for
13 Permanent Injunction and Settlement of Claims for Monetary Relief ("Order"),
14 without adjudication of any issues of fact or law and without Defendants admitting
15 liability for any of the matters alleged in the Complaint.

16 The Commission and Defendants have stipulated to the entry of the
17 following Order in settlement of the Commission's Complaint against Defendants.
18 The Court, being advised in the premises, finds:

19 **FINDINGS**

- 20 1. This Court has jurisdiction over the subject matter of this case and
21 jurisdiction over all parties. Venue in the Central District of
22 California is proper.
- 23 2. The Complaint states a claim upon which relief can be granted and
24 the Answer states multiple legal defenses. The Commission has the
25 authority to seek the relief it has requested.
- 26 3. The activities of Defendants are in or affecting commerce, as defined
27 in 15 U.S.C. § 44.
- 28 4. The parties waive all rights to seek judicial review or otherwise

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challenge or contest the validity of this Order. Defendants also waive any claims that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order.

5. Each party shall bear its own costs and attorneys' fees.
6. Entry of this Order is in the public interest.
7. This Order resolves all claims that arose prior to the date of entry of this Order against JOL Management Co., formerly known as and doing business as, G.B. Data Systems, Inc., Gero Vita International, Inc., Therapeutics, Inc., Health Quest Publications, Inc., and G.B. Data Systems, Inc. (Canada), Life Quest Leasing, Inc., Data Response Specialists, Inc., and American Natural Health and Longevity Corporation (together the "Settling Companies") with respect to any allegation that such Settling Companies violated the Federal Trade Commission Act and the regulations promulgated thereunder. This Order does not resolve any claims against A. Glenn Braswell, Halsey Holdings LLC, Ron Tepper, Ronald M. Lawrence, M.D., Ph.D., Hans Kugler, Ph.D. or Chase Revel.
8. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order are binding upon the Settling Companies, and their officers, agents, servants, employees and all other persons or entities in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise.
9. This is a final order with respect to the Settling Companies.
10. The Settling Companies' stipulation is for settlement purposes only; it does not constitute an admission of facts, other than jurisdictional facts, or violations of law as alleged in the Second Corrected First Amended Complaint and in fact the Settling Companies deny same;

and it may not be used against the Settling Companies in any other proceeding, except in such proceedings as may be necessary to enforce the provisions of this Order.

11. This Order reflects a negotiated agreement among the parties.

DEFINITIONS

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

1. Unless otherwise specified, Settling Companies shall mean JOL Management Co. ("JOL"), a corporation, formerly known as and doing business as, G.B. Data Systems, Inc. ("G.B. Data Systems"), a corporation; Gero Vita International, Inc. ("Gero Vita"), a corporation; Therapeutics, Inc. ("Therapeutics"), a corporation; Health Quest Publications, Inc. ("Health Quest"), a corporation; and G.B. Data Systems, Inc. (Canada) ("G.B. Data Canada"), a corporation; Life Quest Leasing, Inc. ("Life Quest"); a corporation, Data Response Specialists, Inc. ("Data Response"), a corporation; and American Natural Health and Longevity Corporation ("American Natural Health"), a corporation, LonglifeMaxx, Inc. ("Longlife Maxx"), a corporation, and their successors and assigns.
2. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the relevant field to yield accurate and reliable results.
3. "Food" and "drug" shall mean "food" and "drug" as defined in Section 15 of the FTC Act, 15 U.S.C. § 55.
4. "Covered product" shall mean any food, drug, or dietary supplement, whether sold individually or as part of a program.

1 5. "Commerce" shall mean as defined in Section 4 of the Federal Trade
2 Commission Act, 15 U.S.C. § 44.

3 6. "Endorsement" shall mean as defined in 16 C.F.R. § 255.0(b).

4 7. "Clear(ly) and prominent(ly)" shall mean as follows:

5 a. In an advertisement communicated through an electronic
6 medium (such as television, video, radio, and interactive media
7 including the Internet and online services), the disclosure shall
8 be presented in either the audio or video portions of the
9 advertisement, except that the Warning disclosure required by
10 Paragraph V shall be presented simultaneously in both the
11 audio and video portions of the advertisement. *Provided,*
12 *however,* that in any advertisement presented solely through
13 video or audio means, the disclosure may be made through the
14 same means in which the advertisement is presented. The
15 audio disclosure shall be delivered in a volume and cadence
16 sufficient for an ordinary consumer to hear and comprehend it.
17 The video disclosure shall be of a size and shade, and shall
18 appear on the screen for a duration, sufficient for an ordinary
19 consumer to read and comprehend it. In addition to the
20 foregoing, in interactive media the disclosure shall also be
21 unavoidable and shall be presented prior to the consumer
22 incurring any financial obligation.

23 b. In a print advertisement, promotional material, or instructional
24 manual, the disclosure shall be in a type size and location
25 sufficiently noticeable for an ordinary consumer to read and
26 comprehend it, in print that contrasts with the background in
27 which it appears.

28 Nothing contrary to, inconsistent with, or in mitigation of the disclosure

1 shall be used in any advertisement or on any label.

2 **CONDUCT PROHIBITIONS AND REQUIRED DISCLOSURES**

3 **Representations Regarding Respiratory Products**

4 **I.**

5 **IT IS HEREBY ORDERED** that Settling Companies, directly or through
6 any corporation, partnership, subsidiary, division, trade name, or other device, and
7 their officers, agents, representatives, employees, and all persons or entities in
8 active concert or participation with them who receive actual notice of this Order, by
9 personal service or otherwise, in connection with the manufacturing, labeling,
10 advertising, promotion, offering for sale, sale, or distribution of Lung Support
11 Formula, or any other respiratory product, are hereby permanently restrained and
12 enjoined from making any representation, in any manner, expressly or by
13 implication, including through the use of trade names or endorsements, that such
14 product:

- 15 A. Cures or treats lung diseases or respiratory problems, including
16 allergies, asthma, colds, influenza, bronchitis, sinus problems, chest
17 congestion, emphysema, smoking damage, or shortness of breath;
18 B. Reverses existing lung damage in persons with emphysema or
19 significantly improves their breathing;
20 C. Prevents breathing problems for persons who do not have existing
21 respiratory problems; or
22 D. Is clinically proven to eliminate or cure allergies related to
23 respiratory problems, asthma, colds, influenza, bronchitis, sinus
24 problems, chest congestion, emphysema, smoking damage, or
25 shortness of breath;

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

1 **Representations Regarding Diabetes and Blood Sugar Products**

2 **II.**

3 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
4 any corporation, partnership, subsidiary, division, trade name, or other device, and
5 their officers, agents, representatives, employees, and all persons or entities in
6 active concert or participation with them who receive actual notice of this Order, by
7 personal service or otherwise, in connection with the manufacturing, labeling,
8 advertising, promotion, offering for sale, sale, or distribution of AntiBetic Pancreas
9 Tonic or any other diabetes or blood sugar product, are hereby permanently
10 restrained and enjoined from making any representation, in any manner, expressly
11 or by implication, including through the use of trade names or endorsements, that
12 such product:

- 13 A. Can cure Type I or Type II diabetes;
14 B. Is an effective or superior alternative to insulin or other diabetes
15 medications for the treatment of Type I or Type II diabetes;
16 C. Lowers blood sugar levels in persons with diabetes or regenerates or
17 repairs the pancreatic beta cells that produce insulin; or
18 D. Is clinically proven to lower blood sugar levels in persons with
19 diabetes or to regenerate or repair the pancreatic beta cells that
20 produce insulin;

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

24 **Representations Regarding Anti-Aging Products**

25 **III.**

26 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
27 any corporation, partnership, subsidiary, division, trade name, or other device, and
28 their officers, agents, representatives, employees, and all persons or entities in

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1 active concert or participation with them who receive actual notice of this Order, by
2 personal service or otherwise, in connection with the manufacturing, labeling,
3 advertising, promotion, offering for sale, sale, or distribution of Gero Vita G.H.3,
4 Therapeutics GH3 Romanian Youth Formula, or any other anti-aging product, are
5 hereby permanently restrained and enjoined from making any representation in any
6 manner, expressly or by implication, including through the use of trade names or
7 endorsements, that such product:

- 8 A. Prevents or reverses age-related memory loss, dementia, or
- 9 Alzheimer's disease;
- 10 B. Enables persons to live longer; or
- 11 C. Is clinically proven to prevent or reverse age-related memory loss,
- 12 dementia, or Alzheimer's disease;

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

16 **Representations Regarding Weight Loss Products**

17 **IV.**

18 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
19 any corporation, partnership, subsidiary, division, trade name, or other device, and
20 their officers, agents, representatives, employees, and all persons or entities in
21 active concert or participation with them who receive actual notice of this Order, by
22 personal service or otherwise, in connection with the manufacturing, labeling,
23 advertising, promotion, offering for sale, sale, or distribution of ChitoPlex or any
24 other weight loss product, are hereby permanently restrained and enjoined from
25 making any representation, in any manner, expressly or by implication, including
26 through the use of trade names or endorsements, that any such product:

- 27 A. Enables consumers to lose weight, maintain weight, or prevent weight
- 28 gain;

1 B. Enables consumers to reverse obesity; or

2 C. Is proven to cause weight loss;

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

6 **Representations Regarding Sexual Enhancement Products**

7 **V.**

8 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
9 any corporation, partnership, subsidiary, division, trade name, or other device, and
10 their officers, agents, representatives, employees, and all persons or entities in
11 active concert or participation with them who receive actual notice of this Order, by
12 personal service or otherwise, in connection with the manufacturing, labeling,
13 advertising, promotion, offering for sale, sale, or distribution of Testex, or any
14 other sexual enhancement product, are hereby permanently restrained and enjoined
15 from making any representation, in any manner, expressly or by implication,
16 including through the use of trade names or endorsements, that such product:

17 A. Is effective in treating impotence or erectile dysfunction; or

18 B. Has no harmful side effects;

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

22 *Provided further that* in any advertisement, promotional material or product
23 label for any male sexual enhancement product containing yohimbine, yohimbe
24 bark, or yohimbe bark extract, that contains any representation about the efficacy,
25 benefits, performance, safety or side effects of such product, Settling Companies,
26 their officers, agents, representatives, employees, and all persons or entities in
27 active concert or participation with them who receive actual notice of this Order, by
28 personal service or otherwise, shall make clearly and prominently, and in close

SEAWAY

1 proximity to such representation, the following disclosure:

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WARNING: This product can raise blood pressure and interfere with other drugs you may be taking. Talk to your doctor before taking this product.

7 On a product label, the disclosure shall be in a type size and location sufficiently
8 noticeable for an ordinary consumer to read and comprehend it and in print that
9 contrasts with the background against which it appears. *Provided*, if a disclosure
10 on a bottle label or package label is made in a location other than the principal
11 display panel, the bottle label or package label shall: (i) include the statement “See
12 **important warning on [insert disclosure location]**” in a type size and location on
13 the principal display panel sufficiently noticeable for an ordinary consumer to read
14 and comprehend it and in print that contrasts with the background against which it
15 appears; and (ii) place the disclosure on the bottle label and, if applicable, the
16 package label, within a border that is a color or shade that contrasts with the
17 background against which it appears. *Provided further*, that, in a multi-page insert,
18 the disclosure shall appear on the cover page or first page. Nothing contrary to,
19 inconsistent with, or in mitigation of the disclosure shall be used in any
20 advertisement or on any label.

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Representations Regarding Covered Products

VI.

IT IS FURTHER ORDERED that Settling Companies, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any covered

1 product are hereby permanently restrained and enjoined from misrepresenting, in
2 any manner, expressly or by implication, that the formula for any product has been
3 tested by scientists, researchers, or other medical professionals and found to be
4 effective.

5 **VII.**

6 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
7 any corporation, partnership, subsidiary, division, trade name, or other device, and
8 their officers, agents, servants, employees and all persons or entities in active
9 concert or participation with them who receive actual notice of this Order, by
10 personal service or otherwise, in connection with the manufacturing, labeling,
11 advertising, promotion, offering for sale, sale, or distribution of any covered
12 product are hereby permanently restrained and enjoined from making any
13 representation, in any manner, expressly or by implication, including through the
14 use of trade names or endorsements, that such product is effective in the cure,
15 treatment, mitigation, or prevention of any disease unless the claim is true, non-
16 misleading, and, at the time it is made, Settling Companies possess and rely upon
17 competent and reliable scientific evidence that substantiates the representation.

18 **Representations Regarding Tests or Studies**

19 **VIII.**

20 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
21 any corporation, partnership, subsidiary, division, trade name, or other device, and
22 their officers, agents, servants, employees and all persons or entities in active
23 concert or participation with them who receive actual notice of this Order, by
24 personal service or otherwise, in connection with the manufacturing, labeling,
25 advertising, promotion, offering for sale, sale, or distribution of any covered
26 product, are hereby permanently restrained and enjoined from misrepresenting, in
27 any manner, expressly or by implication, the existence, contents, validity, results,
28 conclusions, or interpretations of any test or study.

1 **Advertising Formats**

2 **IX.**

3 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
4 any corporation, partnership, subsidiary, division, trade name, or other device, and
5 their officers, agents, servants, employees and all persons or entities in active
6 concert or participation with them who receive actual notice of this Order, by
7 personal service or otherwise, in connection with the manufacturing, labeling,
8 advertising, promotion, offering for sale, sale, or distribution of any covered
9 product, are hereby permanently restrained and enjoined from misrepresenting, in
10 any manner, expressly or by implication, that:

- 11 A. The product has been independently reviewed or evaluated; or
12 B. Any advertisement for the product is not a paid advertisement.

13 **Use of Endorsements**

14 **X.**

15 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
16 any corporation, partnership, subsidiary, division, trade name, or other device, and
17 their officers, agents, servants, employees and all persons or entities in active
18 concert or participation with them who receive actual notice of this Order, by
19 personal service or otherwise, in connection with the manufacturing, labeling,
20 advertising, promotion, offering for sale, sale, or distribution of any covered
21 product, are hereby permanently restrained and enjoined from representing, in any
22 manner, expressly or by implication, that such product has been endorsed by any
23 person, organization or group that is an expert with respect to the endorsement
24 message unless:

- 25 A. The endorser is an existing person, organization, or group whose
26 qualifications give it the expertise that the endorser is represented as
27 having with respect to the endorsement;
28 B. The endorsement is substantiated by an objective and valid evaluation

1 or test using procedures generally accepted by experts in the relevant
2 science or profession to yield accurate and reliable results; and

3 C. The endorser has a reasonable basis for the endorsement.

4 For purposes of a criminal contempt proceeding, it shall be a defense hereunder
5 that Settling Companies neither knew nor had reason to know of the inadequacy of
6 the substantiation claimed by the endorser for the representation.

7 **XI.**

8 **IT IS FURTHER ORDERED** that Settling Companies, directly or through
9 any corporation, partnership, subsidiary, division, trade name, or other device, and
10 their officers, agents, servants, employees and all persons or entities in active
11 concert or participation with them who receive actual notice of this Order, by
12 personal service or otherwise, in connection with the manufacturing, labeling,
13 advertising, promotion, offering for sale, sale, or distribution of any covered
14 product, are hereby permanently restrained and enjoined from:

15 A. Misrepresenting that any endorser of the product is not affiliated with
16 or is independent from Settling Companies; and

17 B. Failing to disclose, clearly and prominently, any material connection,
18 where one exists, between Settling Companies and any endorser of the
19 product. For purposes of this Paragraph, a "material connection" shall
20 mean any relationship that may materially affect the weight or
21 credibility of the endorsement, including, but not limited to: where the
22 endorser has any direct or indirect ownership interest in any defendant
23 corporation or its subsidiaries or affiliates, or receives a royalty or
24 percentage of sales of the endorsed product; or the endorser is an
25 employee, agent, representative, officer, director, or shareholder of any
26 defendant corporation or its subsidiaries or affiliates.

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1 **FDA-APPROVED CLAIMS**

2 **XII.**

3 **IT IS FURTHER ORDERED** that:

- 4 A. Nothing in this Order shall prohibit Settling Companies from making
5 any representation for any drug that is permitted in labeling for such
6 drug under any tentative final or final standard promulgated by the
7 Food and Drug Administration, or under any new drug application
8 approved by the Food and Drug Administration; and
9 B. Nothing in this Order shall prohibit Settling Companies from making
10 any representation for any product that is specifically permitted in
11 labeling for such product by regulations promulgated under the laws
12 of the United States of America.

13 **MONETARY JUDGMENT AND CONSUMER REDRESS**

14 **Judgment**

15 **XIII.**

16 **IT IS FURTHER ORDERED** that

- 17 A. Judgment is hereby entered against the Settling Companies, jointly and
18 severally, in the amount of Thirty Million Dollars (\$30,000,000);
19 *provided, however, that all of this amount except those amounts set*
20 *forth hereafter shall be suspended.*
21 B. The Settling Companies, jointly and severally, shall pay to the
22 Commission the sum of Five Hundred and Forty Thousand Dollars
23 (\$540,000), which shall be paid as follows:
24 1. Twenty Thousand Dollars (\$20,000) within three (3) days after
25 entry of this Order and on the first of each month for five (5)
26 months thereafter;
27 2. Thirty Thousand Dollars (\$30,000) on the first of each month
28 beginning six (6) months after entry of this Order and on the

1 first of each month for five (5) months thereafter; and

2 3. Forty Thousand Dollars (\$40,000) on the first of each month
3 beginning twelve (12) months after entry of this Order and on
4 the first of each month for five (5) months thereafter.

5 C. The Settling Companies shall pay all amounts due under this Judgment
6 in cash by electronic funds transfer to the Commission, or to such
7 agent as the Commission may direct, pursuant to instructions provided
8 by the Commission.

9 D. All funds paid pursuant to this Judgment shall be deposited into an
10 account administered by the Commission or its agent to be used for
11 equitable relief, including but not limited to consumer redress and any
12 attendant expenses for the administration of any redress fund. In the
13 event that direct redress to consumers is wholly or partially
14 impracticable or funds remain after redress is completed, the
15 Commission may apply any remaining funds for such other equitable
16 relief (including consumer information remedies) as it determines to
17 be reasonably related to the Settling Companies' practices alleged in
18 the Complaint. Any funds not used for such equitable relief shall be
19 deposited in the United States Treasury as disgorgement. The Settling
20 Companies shall have no right to challenge the Commission's choice
21 of remedies under this Paragraph or the manner of distribution chosen
22 by the Commission.

23 E. All money paid pursuant to this Judgment is irrevocably paid to the
24 Commission for purposes of settlement between the Commission and
25 the Settling Companies, and the Settling Companies relinquish all
26 right, title, and interest to assets held by the Commission in connection
27 with this case.

28 F. No portion of the payment as herein provided shall be deemed

1 payment of any fine, penalty, forfeiture, or punitive assessment.

2 G. In the event of any default by the Settling Companies of any obligation
3 imposed on the Settling Companies under this Paragraph, including
4 but not limited to the failure to fulfill the payment obligations set forth
5 in Subparagraph B:

- 6 1. The suspension of the judgment amount set forth in
7 Subparagraph A shall be vacated as to the Settling Companies,
8 and the full amount of that judgment shall immediately become
9 due, plus interest from the date of entry of this Judgment
10 pursuant to 28 U.S.C. § 1961, less any payments already made;
11 *provided, however, that* in the event of default, the suspension
12 of the judgment amount set forth in Subparagraph A shall not be
13 vacated if the Settling Companies cure such default within
14 seven (7) calendar days after delivery of notice of default
15 addressed and telefaxed to Chief Financial Officer of JOL, 6701
16 Center Drive West, Suite 1500, Los Angeles, CA 90045 and the
17 Settling Companies' counsel of record herein, or such substitute
18 counsel as the Settling Companies may advise Plaintiff; and
19 2. The Commission shall be entitled to immediately exercise any
20 and all rights and remedies against the Settling Companies and
21 their property to collect the full amount of the judgment amount
22 set forth in Subparagraph A and interest thereon, less any
23 payments already made.

24 H. The Settling Companies agree that, subject to their right to cure as
25 provided for in Subparagraph G(1), if they fail to timely and
26 completely fulfill the payment and other obligations set forth in this
27 Judgment, the facts as alleged in the Complaint filed in this matter
28 shall be taken as true, without further proof, in any subsequent

1 litigation filed by the Commission to enforce its rights pursuant to this
2 Judgment, including but not limited to, a nondischargeability
3 complaint in any bankruptcy case.

- 4 I. The Settling Companies are hereby required, in accordance with 31
5 U.S.C. § 7701, to furnish to the Commission Settling Companies'
6 taxpayer identifying numbers (employer identification number), which
7 shall be used for purposes of collecting and reporting on any
8 delinquent amount arising out of the Settling Companies' relationship
9 with the government.

10 **Right to Reopen**

11 **XIV.**

12 **IT IS FURTHER ORDERED** that:

- 13 A. The Commission's agreement to this Order is expressly premised upon
14 the Settling Companies' financial condition as represented by the
15 information the Settling Companies provided to the Commission
16 regarding each Settling Company's financial condition, to wit:

- 17 1. Financial Statement For Corporate Defendant JOL Management
18 Co. formerly known as and doing business as, G.B. Data
19 Systems, Inc., signed and dated February 14, 2005 ;
20 2. Financial Statement for Corporate Defendant Therapeutics,
21 Inc., signed and dated February 14, 2005 ;
22 3. Financial Statement for Corporate Defendant Gero Vita
23 International, Inc., signed and dated February 14, 2005 ;
24 and
25 4. Financial Statement for Corporate Defendant Health Quest
26 Publications, Inc., signed and dated February 14, 2005 .

27 These financial statements and supporting documents contain material
28 information upon which the Commission relied in negotiating and

1 agreeing to the terms of this Order.

2 B. If, upon motion by the Commission, the Court finds that any financial
3 statement identified in Subparagraph A contains any material
4 misrepresentation or omission, the suspended judgment entered
5 pursuant to Paragraph XIII. A. of this Judgment shall become
6 immediately due and payable by the Settling Companies, jointly and
7 severally, and interest computed at the rate prescribed under 28 U.S.C.
8 § 1961, as amended, shall immediately begin to accrue on the unpaid
9 balance; *provided, however, that* in all other respects this Judgment
10 shall remain in full force and effect unless otherwise ordered by the
11 Court; and, *provided further, that* proceedings instituted under this
12 provision would be in addition to, and not in lieu of, any other civil or
13 criminal remedies as may be provided by law, including but not
14 limited to contempt proceedings, or any other proceedings that the
15 Commission or the United States may initiate to enforce this
16 Judgment. For purposes of this Paragraph, and any subsequent
17 proceedings to enforce payment, including but not limited to a non-
18 dischargeability complaint filed in a bankruptcy proceeding, Settling
19 Companies agree not to contest any of the allegations in the
20 Commission's Complaint.

21 **XV.**

22 **IT IS FURTHER ORDERED** that:

23 A. The Commission's agreement to this Order is expressly premised upon
24 the Settling Companies' representations and warranties as follows: 1)
25 the Settling Companies are unaware of any existing business
26 relationship between any of them and A. Glenn Braswell or any entity
27 that A. Glenn Braswell owns or controls, directly or indirectly; and 2)
28 the Settling Companies are unaware of any ownership interest in any

1 of them by A. Glenn Braswell or any entity that A. Glenn Braswell
2 owns or controls, directly or indirectly. These representations and
3 warranties are based on information currently available to the Settling
4 Companies and their current officers and directors. The Commission
5 understands and accepts that the foregoing representations and
6 warranties do not apply to Perpetual Health, LLC, and that the Settling
7 Companies have made no representations or warranties with respect to
8 Perpetual Health, LLC.

9 B. If, upon motion by the Commission, the Court finds that Defendant A.
10 Glenn Braswell, 1) has acquired any ownership interest in any Settling
11 Company, or in their successors, assigns, subsidiaries, divisions, or
12 affiliates that are owned or controlled by the Settling Companies, in
13 any manner, directly or indirectly, including, but not limited to,
14 through any person, entity, corporation, partnership, subsidiary,
15 division, trade name, or other device; or 2) has direct or indirect
16 control over any Settling Company, or their successors, assigns,
17 subsidiaries, divisions, or affiliates that are owned or controlled by the
18 Settling Companies, in any manner, directly or indirectly, including,
19 but not limited to, through any person, entity, corporation, partnership,
20 subsidiary, division, trade name, or other device; or 3) is an officer,
21 director, employee, consultant, contractor, vendor, or supplier to or for
22 any Settling Company, or their successors, assigns, subsidiaries,
23 divisions, or affiliates that are owned or controlled by the Settling
24 Companies, in any manner, directly or indirectly, including, but not
25 limited to, through any person, entity, corporation, partnership,
26 subsidiary, division, trade name, or other device; or 4) receives any
27 compensation, in any form, including but not limited to any payment
28 for the use of intellectual property or any other service, salary, royalty,

1 dividend, or commission, from any Settling Company, or from their
2 successors, assigns, subsidiaries, divisions, or affiliates that are owned
3 or controlled by the Settling Companies, in any manner, directly or
4 indirectly, including, but not limited to, through any person, entity,
5 corporation, partnership, subsidiary, division, trade name, or other
6 device; then the suspended judgment entered pursuant to Paragraph
7 XIII.A. of this Judgment shall become immediately due and payable
8 by Settling Companies, and interest computed at the rate prescribed
9 under 28 U.S.C. § 1961, as amended, shall immediately begin to
10 accrue on the unpaid balance; *provided, however*, that in all other
11 respects this Judgment shall remain in full force and effect unless
12 otherwise ordered by the Court.

13 C. Subparagraph B, above, shall not apply to any amounts (if any) which
14 may be owed pursuant to any valid and enforceable royalty or license
15 agreement between Gero Vita International, Inc. and Perpetual Health,
16 LLC; *provided that* without acknowledging the existence of any valid
17 and enforceable agreement, Gero Vita International, Inc. exercises
18 whatever lawful right it may have to terminate any royalty or licence
19 agreement with Perpetual Health, LLC, whether or not valid and
20 enforceable, on or about September 6, 2005. The Settling Companies
21 are ordered to promptly notify the FTC if and when any payments are
22 made pursuant to the Perpetual Health agreement, including the
23 amounts of any payments and where (and to whom) such payments are
24 made.

25 D. Subject to Subparagraph B, above, nothing in this Order shall be
26 deemed or construed to prohibit the Settling Companies from
27 complying with any legal obligation existing prior to January 27,
28 2005.

1 E. In any subsequent proceedings to enforce payment pursuant to this
2 paragraph, including but not limited to a non-dischargeability
3 complaint filed in a bankruptcy proceeding, the Settling Companies
4 agree not to contest any of the allegations in the Commission's
5 Complaint.

6 COOPERATION WITH COMMISSION

7 XVI.

8 **IT IS FURTHER ORDERED** that Settling Companies must reasonably and
9 in good faith cooperate with the Commission in connection with this action or any
10 subsequent investigations related to or associated with the transactions or
11 occurrences that are the subject of the Commission's Complaint. The Settling
12 Companies shall use their best efforts to identify, make available, and secure the
13 testimony and assistance of current and former officers, directors, or employees as
14 part of the aforesaid cooperation. The Settling Companies acknowledge,
15 understand, and agree that such cooperation shall include, but not be limited to, the
16 following:

- 17 A. Appearing for interviews as may reasonably be requested by the
18 Commission;
- 19 B. Responding to all reasonable inquiries of the Commission;
- 20 C. Providing all documents, records, and other tangible evidence
21 reasonably requested by the Commission;
- 22 D. Providing truthful declarations, affidavits, certifications, and written
23 testimony that may be reasonably requested by the Commission;
- 24 E. Appearing and providing oral testimony at any trial, deposition, or
25 other proceeding. The Settling Companies agree to accept service by
26 overnight delivery of any subpoena to appear and provide testimony;
27 and
- 28 F. Responding fully to the Court Orders dated August 13, 2004 and

1 October 7, 2004, requiring the production of documents and answers
2 to interrogatories.

3 The foregoing cooperation shall be upon reasonable written notice by the
4 Commission. The Settling Companies' failure to cooperate as required herein
5 constitutes a material breach of the settlement between the parties and a violation
6 of this Order. If, upon motion by the Commission after written notice and a seven
7 (7) calendar day opportunity to cure, the Court finds that the Settling Companies
8 have failed to cooperate reasonably and in good faith with the Commission as
9 provided for in this Paragraph, Three Million Dollars (\$3,000,000) of the
10 suspended judgment entered pursuant to Paragraph XIII.A. of this Judgment shall
11 become immediately due and payable by the Settling Companies, and interest
12 computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall
13 immediately begin to accrue on the unpaid balance; *provided, however, that* in all
14 other respects this Judgment shall remain in full force and effect unless otherwise
15 ordered by the Court; and *provided further, that* proceedings instituted under this
16 provision would be in addition to, and not in lieu of, any other civil or criminal
17 remedies as may be provided by law, including but not limited to contempt
18 proceedings, or any other proceedings that the Commission or the United States
19 may initiate to enforce this Judgment. In any subsequent proceedings to enforce
20 payment pursuant to this Paragraph, including but not limited to a non-
21 dischargeability complaint filed in a bankruptcy proceeding, the Settling
22 Companies agree not to contest any of the allegations in the Commission's
23 Complaint.

24 **COMPLIANCE REQUIREMENTS**

25 **Employees' Compliance with Order**

26 **XVII.**

27 **IT IS FURTHER ORDERED** that the Settling Companies, directly or
28 through any corporation, partnership, subsidiary, division, trade name, or other

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1 device, shall:

2 A. Take reasonable steps sufficient to monitor and ensure that all
3 employees and agents engaged in sales, marketing, advertising,
4 promotion, or other customer service or policy functions comply with
5 Paragraphs I through XI of this Order. Such steps shall include
6 adequate monitoring of all advertisements, promotions, sales
7 presentations, and other oral and written communication with
8 consumers regarding such products. The Settling Companies, at a
9 minimum, shall:

- 10 1. Conduct periodic monitoring of representations concerning any
11 product made by persons engaged in sales or other customer
12 service functions, including any representations made orally or
13 through electronic communications;
- 14 2. Conduct periodic monitoring of representations made in
15 advertising for the product;
- 16 3. Maintain a procedure for receiving, maintaining, and
17 responding to consumer complaints; and
- 18 4. Maintain a procedure for taking action against any employee or
19 agent who engages in any conduct prohibited by Paragraphs I
20 through XI of this Order, including, but not limited to, warning
21 each such employee or agent upon the first instance of non-
22 compliance and termination, as specified below in
23 Subparagraph B of this Paragraph.

24 B. Terminate the employment of any employee or agent who engages in
25 any conduct prohibited by Paragraphs I through XI of this Order once
26 the Settling Companies know or should know that such person is or
27 has been engaged in such conduct after having been warned of a
28 previous instance of non-compliance.

1 **Compliance Reporting**

2 **XVIII.**

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

5 A. For a period of five (5) years from the date of entry of this Order, the
6 Settling Companies shall notify the Commission of any proposed
7 change in corporate structure of the Settling Companies that may
8 affect compliance obligations arising under this Order, including but
9 not limited to a dissolution, assignment, sale, merger, or other action
10 that would result in the emergence of a successor corporation; the
11 creation or dissolution of a subsidiary, parent, or affiliate that engages
12 in any acts or practices subject to this Order; the filing of a bankruptcy
13 petition; or a change in the corporate name or address, at least thirty
14 (30) days prior to such change, *provided that*, with respect to any
15 proposed change in the corporation about which a Defendant learns
16 less than thirty (30) days prior to the date such action is to take place,
17 the Defendant shall notify the Commission as soon as is practicable
18 after obtaining such knowledge.

19 B. Sixty (60) days after the date of entry of this Order, the Settling
20 Companies each shall provide a written report to the Commission,
21 sworn to under penalty of perjury, setting forth in detail the manner
22 and form in which they have complied and are complying with this
23 Order. This report shall include, but not be limited to:

- 24 1. The then-current business addresses, mailing addresses,
25 telephone numbers, a description of its business activities, and
26 identification of all products that each Defendant advertises or
27 sells;
- 28 2. A copy of each acknowledgment of receipt of this Order

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obtained by the Settling Companies pursuant to Paragraph XXI;

- 3. A statement describing the manner in which Settling Companies have complied and are complying with each provision of this Order; and
- 4. Any changes required to be reported pursuant to Subparagraph A above.

C. For purposes of this Order, the Settling Companies shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director for Advertising Practices
Federal Trade Commission
600 Pennsylvania Avenue, N.W.,
Washington, D.C. 20580

Re: FTC v. Braswell et al., No. CV 03-3700-DT (PJWx)

D. For purposes of the compliance reporting required by this Paragraph, the Commission is authorized to communicate in writing directly with the Settling Companies, with a copy to the Settling Companies' counsel of record herein, or such substitute counsel as the Settling Companies may advise Plaintiff. The Settling Companies shall be given the opportunity to have counsel present for any oral communications.

Compliance Monitoring

XIX.

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

A. Within ten (10) days, or such longer period as may be reasonable but not to exceed thirty (30) days, of receipt of written notice from a representative of the Commission, the Settling Companies each shall

1 submit additional written reports, sworn to under penalty of perjury;
2 produce documents for inspection and copying; appear for deposition;
3 and/or provide entry during normal business hours to any business
4 location in such defendant's possession or direct or indirect control to
5 inspect the business operation;

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

- 9 1. obtaining discovery from any person, without further leave of
10 court, using the procedures prescribed by Fed. R. Civ. P. 30, 31,
11 33, 34, 36, and 45;
- 12 2. posing as consumers or suppliers to the Settling Companies,
13 their employees, or any other entity managed or controlled in
14 whole or in part by the Settling Companies without the
15 necessity of identification or prior notice; and

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

21 *Provided, however,* that nothing in this Order shall limit the Commission's
22 lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act,
23 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things,
24 testimony, or information relevant to unfair or deceptive acts or practices in or
25 affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

26 RECORD KEEPING PROVISIONS

27 XX.

28 **IT IS FURTHER ORDERED** that, for a period of five (5) years from the

1 date of entry of this Order, the Settling Companies and their agents, employees,
2 officers, corporations, successors, and assigns, and those persons in active concert
3 or participation with them who receive actual notice of this Order by personal
4 service or otherwise, are hereby restrained and enjoined from failing to continue to
5 create and retain the following records:

- 6 A. Accounting records that reflect the cost of any goods or services sold,
7 revenues generated, and disbursement of such revenues;
- 8 B. Personnel records accurately reflecting: the name, address, and
9 telephone number of each person employed in any capacity by such
10 business, including as an independent contractor; that person's job
11 title or position; the date upon which the person commenced work;
12 and the date and reason for the person's termination, if applicable;
- 13 C. Customer files containing the names, addresses, telephone numbers,
14 dollar amounts paid, quantity of items or services purchased, and
15 description of items or services purchased, to the extent such
16 information is obtained in the ordinary course of business;
- 17 D. Complaints and refund requests (whether received directly, indirectly,
18 or through any third party) and all records showing any responses to
19 those complaints or requests;
- 20 E. Copies of all advertisements, promotional materials, sales scripts,
21 training materials, or other marketing materials utilized in the
22 advertising, marketing, promotion, offering for sale, distribution or
23 sale of any covered product;
- 24 F. All materials that were relied upon in making any representations
25 contained in the materials identified in Subparagraph E above,
26 including all documents evidencing or referring to the accuracy of any
27 claim therein or to the efficacy of any covered product, including, but
28 not limited to, all tests, reports, studies, demonstrations, as well as all

1 evidence in the Settling Companies' possession that confirms,
2 contradicts, qualifies, or calls into question the accuracy of such
3 claims regarding the efficacy of such covered product;

4 G. Records accurately reflecting the name, address, and telephone
5 number of each manufacturer or laboratory engaged in the
6 development or creation of any testing obtained for the purpose of
7 advertising, marketing, promoting, offering for sale, distributing, or
8 selling any product; and

9 H. All records and documents necessary to demonstrate full compliance
10 with each provision of this Order, including but not limited to, copies
11 of acknowledgements of receipt of this Order and all reports submitted
12 to the FTC pursuant to this Order.

13 **DISTRIBUTION OF ORDER**

14 **XXI.**

15 **IT IS FURTHER ORDERED** that, the Settling Companies, for a period of
16 five (5) years from the date of entry of this Order, shall deliver this Order to each of
17 its principals, officers, directors, and managers. In the case of current principals,
18 officers, directors, and managers, the Order shall be delivered within five (5) days
19 of service of this Order upon the Settling Companies. For new principals, officers,
20 directors, and managers, delivery shall occur prior to their assuming their position
21 or responsibilities. The Settling Companies must secure a signed and dated
22 statement acknowledging receipt of the Order, within thirty (30) days of delivery,
23 from all persons receiving a copy of the Order pursuant to this Paragraph.

24 **ACKNOWLEDGMENT OF RECEIPT OF ORDER**

25 **XXII.**

26 **IT IS FURTHER ORDERED** that each Settling Company, within five (5)
27 business days of receipt of this Order as entered by the Court, must execute and
28 submit to the Commission a sworn statement acknowledging receipt of this Order.

COURT'S RETENTION OF JURISDICTION

XXIII.

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

SO STIPULATED:

Rosemary Rosso
DAVID P. FRANKEL
ROSEMARY ROSSO
MAMIE KRESSES
THEODORE H. HOPPOCK
CHRISTINE J. LEE
DAVID K. KOEHLER
ALYSA BERNSTEIN

Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Rm. NJ-3212
Washington, D.C. 20580
Tel: (202) 326-2812, 2174, 2070,
3087, 2095, 3627, 3289
Fax: (202) 326-3259

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

Thomas Guyer
JOL MANAGEMENT CO.
By:

Thomas Guyer
G.B. DATA SYSTEMS, INC.
By:

Thomas Guyer
GERO VITA INTERNATIONAL, INC.
By:

Thomas Guyer
THERACEUTICALS, INC.
By:


Thomas Guyer
HEALTH QUEST PUBLICATIONS, INC.
By:

Thomas Guyer
G.B. DATA SYSTEMS, INC (CANADA)
By:

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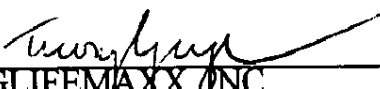

LIFE QUEST LEASING, INC.
By:


DATA RESPONSE SPECIALISTS, INC.
By:


AMERICAN NATURAL HEALTH AND
LONGEVITY CORPORATION
By:

 3/10/05
G. CRESSWELL TEMPLETON III
Hill, Farrer & Burrill LLP
One California Plaza, 37th Floor
300 South Grand Avenue
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(213) 624-4840 (facsimile)

Attorney for the Settling Companies: JOL
Management Co., G.B. Data Systems, Inc.,
Gero Vita International, Inc., Theraceuticals,
Inc., Health Quest Publications, Inc., and
G.B. Data Systems, Inc. (Canada), Life
Quest Leasing, Inc., Data Response
Specialists, Inc., and American Natural
Health and Longevity Corporation


ONGLIFEMAXX, INC.
By:

Tim Nguyen 3/10/05
TIMOTHY S. NGUYEN
6701 Center Drive West, Suite 1500
Los Angeles, California 90045
(310) 348-3722
(310) 665-9802 (facsimile)

Attorney for Settling Company
LongLifeMaxx, Inc.

IT IS SO ORDERED
Dated MAR 30 2005
DICKRAN TEVRIZIAN
United States District Judge

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SO ORDERED

DATED: _____

Hon. Dickran Tevrizian
UNITED STATES DISTRICT JUDGE

SCANNED

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on March 29, 2005, I caused true and correct
3 copies of the [Proposed] **STIPULATED FINAL ORDER FOR PERMANENT**
4 **INJUNCTION AND SETTLEMENT OF CLAIMS FOR MONETARY**
5 **RELIEF RE: CERTAIN CORPORATE DEFENDANTS** to be served as
6 follows:

7 **BY FEDERAL EXPRESS:**

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10 The Lustigman Firm, PC
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14 Bensinger, Ritt, & Botterud, LLP A. Glenn Braswell
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17 G. Cresswell Templeton, III, Esq. Counsel for Defendants
18 Hill, Farrer & Burrill, LLP JOL Management Co., G.B. Data
19 One California Plaza, 37th Floor Systems, Inc., Gero Vita
20 300 South Grand Avenue International, Inc., Therapeutics,
21 Los Angeles, CA 90071-3147 Inc., Health Quest Publications, Inc.,
22 and G.B. Data Systems, Inc.
23 (Canada)

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Counsel for Defendant Chase Revel
a/k/a Marcus Welbourne, John
Wellburn, James Welburn, Martin
Wellner, John Meggenhorn, and
John Burke



10 _____
11 David K. Koehler
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