1	WILLIAM E. KOVACIC General Counsel	
2   3	PETER B. MILLER KIAL S. YOUNG	
4	Federal Trade Commission 600 Pennsylvania Ave. NW, Room NJ-3212 Washington, DC 20580	
5	l (202) 326-2629 (Miller)	
6	(206) 220-6350 (Young) (202) 326-3259 (fax)	
7	JEFFREY A. KLURFELD Regional Director	
8	JOHN D. JACOBS	
9	CA Bar No. 134154 Federal Trade Commission	
10 11	10877 Wilshire Boulevard, Suite 700 Los Angeles, CA 90024 (310) 824-4360 (voice) (310) 824-4380 (fax)	
12	(310) 824-4380 (fax)	
13	ATTORNEYS FOR PLAINTIFF	
14	UNITED STATES DIS	
15	CENTRAL DISTRICT C	OF CALIFORNIA
16	FEDERAL TRADE COMMISSION,	
17	Plaintiff,	Circil Navada a
18	<b>v.</b>	Civil Number
19	WINDOW ROCK ENTERPRISES, INC., also d/b/a WINDOW ROCK HEALTH	STIPULATED INTERIM AGREEMENT AND ORDER
20	LABORATORIES, also d/b/a CORTISLIM, INFINITY	AND ORDER
21 22	ADVERTISING, INC., STEPHEN F. CHENG, SHAWN M. TALBOTT, and GREGORY S. CYNAUMON,	
23		
24	Defendants.	
25		
26		
27		
28	-1-	

WHEREAS Plaintiff Federal Trade Commission ("Commission" or "Plaintiff") filed a Complaint against the above-named Defendants pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to secure permanent injunctive relief, restitution, disgorgement, and other equitable relief against Defendants for their alleged deceptive acts or practices and false advertisements in connection with the advertising, promotion, and sale of an alleged weight-loss product, "CortiSlim," and an alleged stress-relief product, "CortiStress," in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52;

WHEREAS Plaintiff and Defendants have, in good faith, entered into discussions regarding the issues raised in the Complaint and committed to continuing those discussions to the extent that it is possible to further narrow and, if possible, resolve remaining areas of dispute;

WHEREAS Defendants have committed to refrain from making the claims addressed in the Complaint in any advertising; and

WHEREAS Plaintiff and Defendants, without any admission of any wrongdoing or violation of law, voluntarily have stipulated to the entry of the following Interim Agreement and Order;

-2-

The Court, having been presented with this interim agreement and order ("Order"), finds as follows:

#### **FINDINGS**

- 1. This Court has jurisdiction over the subject matter of this case and over Defendants.
- 2. The complaint states a claim upon which relief may be granted against Defendants under 15 U.S.C. §§ 45(a) and 52.
  - 3. Venue as to Defendants in the Central District of California is proper.
- 4. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order.
  - 5. Entry of this Order is in the public interest.

#### **DEFINITIONS**

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

- 1. "Defendants" means Window Rock Enterprises, Inc., also d/b/a Window Rock Health Laboratories, also d/b/a CortiSlim ("Window Rock"); Infinity Advertising, Inc. ("Infinity"); Stephen F. Cheng, individually and as an officer of Window Rock ("Cheng"); Shawn M. Talbott ("Talbott"); and Gregory S. Cynaumon, individually and as an officer of Infinity ("Cynaumon").
- 2. "Covered Product" means any product that is advertised, marketed, promoted, offered for sale, distributed or sold with express or implied representations that the product will control, normalize, or reduce cortisol levels in users, or with express or implied representations that controlling, normalizing, or reducing cortisol levels will produce weight loss, prevent or reduce the risk of disease, or otherwise produce health benefits. Such products shall include, but are not limited to, CortiSlim, CortiStress, and any other substantially similar product.

1 2 3 4 5 6 material for any person or entity; or (c) performing advertising or marketing 7 services of any kind for any person or entity.

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

services to any person or entity: (a) performing customer service functions for any

person or entity, including, but not limited to, receiving or responding to consumer

complaints; (b) formulating or providing, or arranging for the formulation or

provision of, any telephone sales script or any other advertising or marketing

"Assisting others" means knowingly providing any of the following

- 5. "Competent and reliable scientific evidence" means tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.
- 6. "CortiSlim Study" means the study conducted by Defendant Shawn Talbott and others as reported, at least in part, under the title "Effect of a Stress/Cortisol-Control Dietary Supplement on Weight Loss," by Shawn Talbott, Ann-Marie Christopulos and Jill Whelan, as well as all underlying data for such study.
- "Advertising" and "promotion" mean any written or verbal statement, 7. illustration or depiction designed to effect a sale or create interest in the purchasing of goods or services, whether it appears in a brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, packaging, package insert, label, film, slide, radio, television or cable television, audio program transmitted over a telephone system, program-length

servants, employees, and all persons and entities in active concert or participation

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with them who receive actual notice of this Order by personal service, facsimile, or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of CortiStress or any Covered Product, in or affecting commerce, are hereby preliminarily enjoined from making, or assisting others in making, directly or by implication, including through the use of endorsements or product names, any representation that CortiStress or any Covered Product reduces the risk of or prevents serious health conditions, including osteoporosis, obesity, diabetes, Alzheimers' disease, cancer, and cardiovascular disease.

- B. That Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other entity, and their officers, agents, servants, employees, and all persons and entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of CortiSlim or any Covered Product, in or affecting commerce, are hereby preliminarily enjoined from making, or assisting others in making, directly or by implication, including through the use of endorsements or product names, any representation that CortiSlim or any Covered Product:
  - 1. Causes weight loss of 10 to 50 pounds or more for virtually all users;
  - 2. Causes users to lose as much as 4 to 10 pounds per week over multiple weeks;
  - 3. Causes users to lose weight specifically from the abdomen, stomach, and thighs;
  - 4. Causes rapid and substantial weight loss;

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- 5. Causes long-term or permanent weight loss;
- 6. Causes weight loss without the need for diet or exercise; or
- 7. Has been demonstrated effective, is supported by, or is otherwise the product of over 15 years of scientific research.
- C. That Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other entity, and their officers, agents, servants, employees, and all persons and entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any dietary supplement, in or affecting commerce, are hereby preliminarily enjoined from making, or assisting others in making, directly or by implication, including through the use of endorsements or product names, any representation that the product can cause weight loss or can reduce the risk of or prevent serious health conditions, including osteoporosis, obesity, diabetes, Alzheimers' disease, cancer, and cardiovascular disease, unless, at the time the representation is made, the Defendants possess and rely upon competent and reliable scientific evidence that substantiates the representation.
- D. That Defendants, directly or through any corporation, partnership, subsidiary, division, trade name, or other entity, and their officers, agents, servants, employees, and all persons and entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any product, program or service, in or affecting commerce, are hereby preliminarily enjoined from making or assisting others in making, expressly or by implication, including through the

use of endorsements or product names, any misrepresentation about the existence, contents, validity, results, conclusions, or interpretations of any test or study, including but not limited to the CortiSlim Study.

E. Provided, however, that any advertising for CortiSlim or CortiStress that appears after the date this Order is signed by the Court and that violates provisions A through D of this Part or the provisions of Part II, below, shall be deemed not to be a violation if: i) the Defendants placed the advertising before the date on which they signed this Order; ii) the Defendants arranged for the advertising to be discontinued and specifically identified the advertising and listed its last scheduled appearance date in the chart included as Attachment A to this Order; and iii) the advertising is in fact discontinued in accordance with the information provided in the chart included as Attachment A to this Order.

#### FORMATTING FOR BROADCAST ADVERTISING

II.

That Defendants, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any product, program, or service, in or affecting commerce, are hereby preliminarily enjoined from creating, producing, selling, or disseminating:

- A. Any advertisement that misrepresents, expressly or by implication, that it is not a paid advertisement;
- B. Any commercial or other video advertisement fifteen (15) minutes in length or longer or intended to fill a broadcasting or cablecasting time slot of fifteen (15) minutes in length or longer that does not display visually in the same language as the predominant language that is used in the advertisement, in a clear

and prominent manner, and for a length of time sufficient for an ordinary consumer to read, within the first thirty (30) seconds of the commercial and immediately before each presentation of ordering instructions for the product or service, the following disclosure:

"THE PROGRAM YOU ARE WATCHING IS A PAID ADVERTISEMENT FOR [THE PRODUCT, PROGRAM, OR SERVICE]."

Provided that, for the purposes of this provision, the oral or visual presentation of a telephone number or address through which viewers may obtain more information or place an order for the product, program, or service shall be deemed a presentation of ordering instructions so as to require the display of the disclosure provided herein; and

C. Any radio advertisement fifteen (15) minutes in length or longer or intended to fill a time slot of fifteen (15) minutes in length or longer that does not state in the same language as the predominant language that is used in the advertisement, in a clear and prominent manner, and in a volume and cadence sufficient for an ordinary consumer to hear, within the first thirty (30) seconds of the commercial and immediately before each presentation of ordering instructions for the product, program, or service, the following disclosure:

"THE PROGRAM YOU ARE LISTENING TO IS A PAID ADVERTISEMENT FOR [THE PRODUCT, PROGRAM, OR SERVICE]."

Provided that, for the purposes of this provision, the presentation of a telephone number or address through which listeners may obtain more information or place an order for the product, program, or service shall be deemed a presentation of ordering instructions so as to require the stating of the disclosure provided herein.

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#### FDA-APPROVED CLAIMS

#### III.

That nothing in this Order shall prohibit Defendants from making any representation:

- A. For any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990; or
- B. For any drug that is permitted in labeling for such drug under any tentative final or final standard promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration.

#### FINANCIAL STATEMENTS AND INFORMATION

#### IV.

- A. That for each of CortiSlim, CortiStress, and any Covered Product that is advertised, marketed, promoted, offered for sale, distributed, or sold by any of the Defendants or their officers, directors, agents, servants, employees, salespersons, distributors, corporations, subsidiaries, affiliates, successors, or assigns, Defendants shall serve on the Commission, within sixty (60) calendar days of entry of this Order, a detailed accounting of:
  - 1. The gross revenues obtained from the sale of the product from inception of sales through the date of entry of this Order; and
  - 2. The total number of units of the product sold from inception of sales through the date of entry of this Order.
- B. That Defendants shall each prepare and provide to the Commission, within sixty (60) calendar days of entry of this Order, a complete and accurate

financial statement, signed under penalty of perjury, on the appropriate form as provided by the Commission to the Defendants, receipt of which is acknowledged by the Defendants' signatures on this Order. Defendants Cheng, Talbott and Cynaumon shall include a list of all corporate or other business entities that each has controlled, directly or indirectly, at any point from August 2002 until the present.

C. That Defendants shall each provide the Commission with access to records and documents pertaining to assets of each Defendant that are held by financial institutions outside the territory of the United States by signing and returning a "Consent to Release of Financial Records" as provided by the Commission to the Defendants, receipt of which is acknowledged by the Defendants' signatures on this Order.

D. That, within sixty (60) calendar days of entry of this Order,
Defendants shall provide the Commission with copies of documents (including but
not limited to cancelled checks, wire transfers or bank account statements) in
Defendants' possession or control that are sufficient to show the following
information:

- 1. All revenues collected and obtained by Defendants, directly or through any other corporation, partnership, limited liability corporation, or other entity, in connection with the sale in the United States of each of CortiSlim, CortiStress, and any Covered Product, and the location and/or transfer of all such revenues;
- 2. All refunds provided by Defendants to consumers, directly or through any corporation, partnership, limited liability

- corporation, or other entity, in connection with the sale of each of CortiSlim, CortiStress, and any Covered Product;
- 3. All costs and expenses incurred by Defendants, directly or through any corporation, partnership, limited liability corporation, or other entity, in connection with the sale and marketing of each of CortiSlim, CortiStress, and any Covered Product in the United States, including but not limited to the cost of goods sold, salaries, commissions, bonuses, and legal fees;
- 4. All transfers of assets by any of the Defendants to any individual or entity in excess of \$10,000 since January 2003.
- E. That all information produced pursuant to this Part shall be designated as confidential information.

#### FINANCIAL DISCOVERY

#### V.

- A. That the Commission is granted leave at any time after service of this Order to depose or demand the production of non-privileged documents from any financial institution, brokerage firm, or similar business entity regarding the nature, status, extent, location or other relevant information relating to Defendants' assets, income, personal or business financial records, or to the location of any Defendant or potential defendant.
- B. That, within fourteen (14) calendar days of entry of this Order, each Defendant shall provide the Commission with a list of all financial institutions, brokerage firms, or similar business entities known or thought to have information regarding the nature, status, extent, location or other relevant information relating

to any Defendant's assets, income, personal or business financial records, or to the location of any Defendant or potential defendant.

- C. That the Commission shall notify the Defendants at least two (2) business days before contacting, serving a subpoena upon, or otherwise initiating the financial discovery permitted under this Part with a specific financial institution, brokerage firm, or similar business entity identified by the Defendants under provision B.
- D. That, for purposes of the Commission's issuance of a subpoena to a specific financial institution, brokerage firm, or similar business entity in accordance with the financial discovery permitted under this Part, six (6) business days shall be deemed sufficient time for the production of any such documents.
- E. That the production of documents submitted pursuant to this provision shall not in any way waive the Commission's rights to seek the production of additional documents.
- F. That all information produced pursuant to this Part shall be designated as confidential information.

#### MAINTENANCE OF RECORDS

#### VI.

That, until entry of a final order resolving the Complaint, Defendants, and their officers, agents, directors, employees, salespersons, independent contractors, subsidiaries, affiliates, successors, assigns, and all other 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 corporation, subsidiary, division, trade name, or other entity, are hereby preliminarily enjoined from:

- A. Failing to create and maintain documents such as books, records, accounts, bank statements, current accountants' reports, and/or any electronic data which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of any Defendant;
- B. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any books, records, tapes, discs, accounting data, checks (fronts and backs), correspondence, forms, advertisements, brochures, manuals, electronically stored data, banking records, customer lists, customer files, invoices, telephone records, ledgers, payroll records, or other documents of any kind, including information stored in computer-maintained form (such as electronic mail), in their possession, and other documents or records of any kind that relate to the business practices or finances of any Defendant; and
- C. Failing to maintain complete records of any consumer complaints and disputes, whether coming from the consumer or any intermediary, such as a government agency or Better Business Bureau, and any responses made to those complaints or disputes.

# DISTRIBUTION OF ORDER BY DEFENDANTS VII.

That each Defendant shall, no later than five (5) business days following entry of this Order, provide a copy of this Order to each affiliate, partner, subsidiary, division, sales entity, distributor, successor, assign, officer, director, employee, independent contractor, agent, fulfillment house, call center, and representative of the Defendant that engages in conduct related to the subject matter of this Order, and, within fifteen (15) business days following entry of this

Order, shall provide the Commission with an affidavit identifying the names, titles, addresses, and telephone numbers of the persons and entities that each Defendant has served with a copy of this Order in compliance with this provision.

#### SERVICE OF THIS ORDER BY PLAINTIFF

#### VIII.

That copies of this Order may be served by facsimile transmission, personal or overnight delivery, or U.S. Mail, by agents and employees of the Commission or any state or federal law enforcement agency, on (1) any Defendant, or (2) any other person or entity that may be subject to any provision of this Order. Service upon any branch or office of any entity shall effect service upon the entire entity.

#### **CONSUMER REPORTS**

#### IX.

That the Commission may obtain consumer reports concerning any Defendant pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681(a)(1), and that, upon written request, any credit reporting agency from which such reports are requested shall provide them to the Commission.

# RIGHT TO INVESTIGATE AND ADD ADDITIONAL PARTIES AND CLAIMS

#### X.

That nothing in this Order shall be construed as limiting or restricting the Commission's right or ability to investigate, take discovery from, add to this action, or bring further actions against, any persons or entities not specifically

1	named herein as a defendant who may	be in active concert or participation with
2	any Defendant.	
3		
4	IT IS SO ORDERED, this	day of, 2004
5		
6		
7	•	UNITED STATES DISTRICT JUDGE
8	SO STIPULATED:	
9	WILLIAM E. KOVACIC	
10	General Counsel	
11	PETER B. MILLER KIAL YOUNG	WINDOW ROCK ENTERPRISES By: Stephen F. Cheng, President
12	MAL TOUNG	By. Stephen 1. Cheng, 1 resident
13	JOHN D. JACOBS CA Bar No. 134154	STEPHEN F. CHENG Individually, and as an officer of
14	Federal Trade Commission	Individually, and as an officer of Window Rock Enterprises
15	Tederal Trade Commission	
16	ATTORNEYS FOR PLAINTIFF	INFINITY ADVERTISING, INC. By: Gregory S. Cynaumon, President
17		by. Gregory 6. Cynaumon, Fresident
18	MARC S. ULLMAN Ullman, Shapiro & Ullman, LLP	GREGORY S. CYNAUMON
19	l 299 Broadway, Suite 1700	Individually, and as an officer of Infinity Advertising, Inc.
20	New York, NY 10007 212-766-8662 (voice) 212-571-9424 (fax)	immity rice versioning, and
21		SHAWN M. TALBOTT
22	DONALD L. MORROW CA Bar No.	
23	Paul Hastings Janofsky & Walker 695 Town Center Dr., 17th Floor	
24	l Costa Mesa, CA 92626-1924	
25	(714) 668-6200 (voice) (714) 979-1921 (fax)	
26	ATTORNEYS FOR DEFENDANTS	
27	ATTORNETS FOR DEFENDANTS	
28		-16-

# STIPULATED INTERIM AGREEMENT AND ORDER

Magazine	ezis	Cover Date	On Sale Date	end Date		
Glamour	2/3 page, vert	09/2004	8/10/2004	9/10/2004	House	
Redbook	Full Page	09/2004	8/10/2004	9/10/2004	Before, After, During #1	
Ladies Home Journal	Full page	09/2004	8/10/2004	9/10/2004	House	
Foday's Health & Wellness	Full Page	09/2004	8/15/2004	9/15/2004	House	
Prevention	Full Page	09/2004	8/20/2004	9/20/2004	House	
Country Almanac	Full Page	Winter 2004	8/31/2004	9/30/2004	Cindy testimonial	
Sophisticates Hairstyles	Full Page	10/2004	8/6/2004	10/6/2004	Missy testimonial	
Fitness	1/6 Advertorial	10/2004	9/7/2004	10/7/2004	Advertorial #3	
Marie Claire	1/6 Advertorial	10/2004	9/7/2004	10/7/2004	Advertorial #1	
Redbook	1/6 Advertorial	10/2004	9/7/2004	10/7/2004	Advertorial #1	
Family Circle	Full Page	10/1/2004	9/7/2004	10/7/2004	Before, After, During #1	
National Enquirer	Super Junior	9/20/2004	9/10/2004	9/24/2004	Before, After, During #1	
First for Women	Full Page	10/4/2004	9/13/2004	9/27/2004	Before, After, During #1	
Cosmopolitan	1/6 Advertorial	10/2004	9/14/2004	10/14/2004	Advertorial #1	
Elle	1/6 Advertorial	10/2004	9/14/2004	10/14/2004	Advertorial #1	
Glamour	1/6 Advertorial	10/2004	9/14/2004	10/14/2004	Advertorial #1	
ladies Home Journal	1/6 Advertorial	10/2004	9/14/2004	10/14/2004	Advertorial #1	
Better Homes and Garden	Full Page	10/2004	9/14/2004	10/14/2004	House	
Cosmonolitan	Full Page	10/2004	9/14/2004	10/14/2004	House	
Woman's Day	Full Page	10/2004	9/14/2004	10/14/2004	House ·	
Lucky	1/6 Advertorial	10/2004	9/14/2004	10/14/2004	Advertorial #1	
Smart Source Half	Half page 4C	9/19/2004	9/19/2004	9/26/2004	House	
USA Weekend	M unit	9/19/2004	9/19/2004	9/26/2004	Before, After, During #1	
<u>ල</u>	1/6 Advertorial	10/2004	9/23/2004	10/23/2004	Advertorial #2	
	1/6 Advertorial	10/2004	9/23/2004	10/23/2004	Advertorial #3	
Southwest Spirit	Full Page	10/2004	10/1/2004	11/1/2004	Before, After, During #2	
First for Women	Full Page	10/25/2004	10/4/2004	10/18/2004	Before, After, During #2	
Vogue	1/6 Advertorial	10/2004	9/28/2004	10/28/2004	Advertorial #1	
Bon Appetit	1/6 Advertorial	11/2004	10/12/2004	11/12/2004	Advertorial #4	
Marie Claire	1/6 Advertorial	11/2004	10/5/2004	11/5/2004	Advertorial #1	
Fitness	1/6 Advertorial	11/2004	10/5/2004	11/5/2004	Advertorial #7	
Family Circle	Full Page	11/9/2004	10/9/2004	11/9/2004	Christmas	
Redbook	Full Page	11/2004	10/12/2004	11/12/2004	Before, After, During #2	
Glamour	1/6 Advertorial	11/2004	10/12/2004	11/12/2004	Advertorial #5	
Lucky	1/6 Advertorial	11/2004	10/12/2004	11/12/2004	Advertorial #5	
Today's Health & Wellness	Full Page	11/2004	10/15/2004	11/15/2004	Before, After, During #2	
First for Women	Full Page	11/15/2004	10/25/2004	11/8/2004	Before, After, During #2	
Allure	1/6 Advertorial	11/2004	10/26/2004	11/26/2004	Advertorial #5	
Vogue	1/6 Advertorial	11/2004	10/26/2004	11/26/2004	Advertorial #5	териненде — — — — — — — — — — — — — — — — — — —
60	1/6 Advertorial	11/2004	10/28/2004	11/28/2004	Advertorial #6	
Self	1/6 Advertorial	11/2004	10/28/2004	11/28/2004	Advertorial #7	
House & Garden	1/6 Advertorial	11/2004	10/28/2004	11/28/2004	Advertorial #8	
Country Home	Full Page	Holiday 2004	11/9/2004	12/9/2004	Christmas	
Woman's World	Full Page	11/16/2004	11/9/2004	12/9/2004	Christmas	
First for Women	Full Page	12/6/2004	11/15/2004	11/29/2004	Christmas	
First for Women	Full Page	12/27/2004	12/6/2004	12/20/2004	Christmas	
Woman's World	Full Page	12/21/2004	12/14/2004	1/14/2005	Christmas	
Ms. Fitness	Full Page	Winter 2004	10/5/2004	11/5/2004	Fitness Ad	Quarterly publication; some stores may carry longer
		The second secon	The same of the sa		-	

CORTISLIM MEDIA - ATTACHMENT A - PAGE 1 OF 2

# CORTISLIM MEDIA - ATTACHMENT A - PAGE 2 OF 2

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	Votes															
	AD	Retail	Before, After, During #1	Retail	Retail	Retail	Before, After, During #1	Before, After, During #1	Think CortiSlim	Think CortiSlim	Think CortiSlim	Think CortiSlim	Think CortiSlim	Before, After, During #1	Before, After, During #1	Think CortiSlim
		9/23/2004	9/15/2004	9/15/2004	9/20/2004	9/20/2004	10/15/2004	10/15/2004	10/20/2004	10/20/2004	10/20/2004	10/15/2004	10/20/2004	10/20/2004	10/15/2004	11/1/2004
	On Sale Date	8/23/2004	8/15/2004	8/15/2004	8/20/2004	8/20/2004	9/15/2004	9/15/2004	9/20/2004	9/20/2004	9/20/2004	9/15/2004	9/20/2004	9/20/2004	9/15/2004	10/1/2004
	Cover Date	8/23/2004	09/2004	09/2004	09/2004	09/2004	10/2004	10/2004	10/2004	10/2004	10/2004	10/2004	10/2004	10/2004	10/2004	10/2004
	Size	Full Page	Full Page	Full Page	Full Page	Full Page	Full Page	Full Page	Spread	Spread	Spread	Spread	Spread	Spread	Full Page	Spread
KEI AIL MAGAZINES	Magazine	Mass Market Retailer	Total Health	Mass Market Retailer	Natural Foods Merchandiser	Vitamin Retailer	Delicious	Total Health	Chain Drug Review	Health Products Business	Health Supplement Retailer	Mass Market Retailer	Vitamin Retailer	Whole Foods	Better Nutrition	Drug Store News

H99H	Maria Sanchez	Greg Cynaumon	Maria Sanchez
I FNIGITH	9:	.90	:60
END DATE	9/10/2004	9/10/2004	9/10/2004
START DATE	8/4/2004	8/30/2004	8/4/2004
North Pecelopian	Maria Sanchez Testimonial	Clinical Trial	Maria Sanchez Testimonial #2
RADIO	Cortislim#29-SLIM127	Cortislim#30-Trim907	Cortislim#31-MS-SLIM127

### PRINT

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NOTES	last air date 9/21 (90% stations); remaining end date 9/26 (10% stations)	Revised ad will not include "scientific centerpiece" language &	the yellow color around the midsection in the graphic	discontinued; last air date 9/12/2004	Revised ad will not include "scientific centerpiece" language &	the yellow color around the midsection in the graphic	Stop Weighing Yourself :60 with one minute testimonials	discontinued
AD	Infomercial	Stop Weighing Yourself		Cindy Revised	Greg		Stop Weighing Yourself	
· (Hove)	28:30:00	99:		99;	:30		1:20	
ART DATE END DATE	9/26/2004	10/18/2004		9/12/2004	10/18/2004		9/8/2004	
START DATE	6/2/2004	5/31/2004		7/12/2004	5/31/2004		8/16/2004	
DESCRIPTION	Long Form	Short Form		Short Form	Short Form		Short Form	
TAPETITLE	CORTISLIM C2	STOP WEIGHING YOURSELF (CRT_1017_27)		CHANGE YOUR LIFE W/ CORTISLIM-CINDY	CORTISLIM (CRT_1019_2R3)		CORTISLIM STOP WEIGHING YOURSELF 120	

# IN STORE DISPLAYS

No longer being shipped to stores. New versions being printed No longer being shipped to stores. New versions being printed	Currently in stores Currently in stores	09/2004 07/2004	Stand up display and accompanying brochure Poster sent to retailers	Floor Display w/ brochure Retail Poster
o longer being shipped to stores. New versions being prir	tly in	5	tand up display and accompanying broch	Floor Display w/ brochure
No longer being shipped to stores. New versions being printed	Currently in stores	08/2004	Countertop Display to hold 12 bottles	Countertray Display
	SINIS			THE PARTY OF THE P

CortiSlim counter tray
Floor display
CortiSlim Poster Current

# INTERNET

NOTES	All websites identical. Numerous domains link to CortiSlim website. Revisions to websites will be posted by 10/8/04		
ARIDAN	ongoing		
DESCRIPTION	www.cortislim.com; www.cortisol.com	ww.cortislim.biz; www.windowrockhealth.cor	
And the second of the second o	CortiSlim Official Website		