UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FEDERAL TRADE COMMISSION, Plaintiff, v. HEALTH LABORATORIES OF NORTH AMERICA, INC., MARC J. KAPLAN, individually and as an officer of the corporation Defendants.	**STIPULATED FINAL JUDGMENT AND ORDER FOR A PERMANENT INJUNCTION AND MONETARY RELIEF**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), commenced this action by filing its Complaint for Injunction and Other Equitable Relief ("Complaint") against defendants Health Laboratories of North America, Inc., and Marc J. Kaplan, the sole officer and director of Health Laboratories of North America, Inc. (collectively "defendants") pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The Commission alleges that the defendants engaged in deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and seeks a permanent injunction and monetary relief pursuant to Section 13(b) of the FTC Act.

The Commission and defendants have stipulated to the entry of the following Stipulated Final Judgment and Order for Permanent Injunction and Monetary Relief ("Order") in settlement

of the Commission's Complaint for Permanent Injunction and Other Equitable Relief ("Complaint") against defendants, without adjudication of any issue of fact or law, and without defendants admitting liability for any of the matters alleged in the Complaint.

FINDINGS

By stipulation of the parties, the Court finds as follows:

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over all parties. Venue in this district is proper under 28 U.S.C. § 1391(b) and 15 U.S.C. § 53(b).
2. The Complaint states a claim upon which relief can be granted, and the Commission has the authority to seek the relief it has requested.
3. The acts and practices of defendants were and are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claim 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. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law.
6. Each party shall bear its own costs and attorneys' fees.
7. Entry of this Order is in the public interest.

8. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order are binding upon defendants, and their officers, agents, servants, representatives, 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 Order resolves only claims against the named defendants and does not preclude the Commission from initiating further action or seeking any remedy against any other persons or entities, including without limitation persons or entities who may be subject to portions of this Order by virtue of actions taken in concert or participation with defendants, and persons or entities in any type of indemnification or contractual relationship with defendants.

DEFINITIONS

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

1. Unless otherwise specified, "defendants" shall mean Health Laboratories of North America, Inc., a corporation, and Marc J. Kaplan, individually and as an officer of the corporation, each of them individually or in combination**.**

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 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.

3. “Clear(ly) and Prominent(ly)” shall mean as follows:

A. In an advertisement communicated through an electronic medium (such as television, video, radio, and interactive media such as the Internet, online services and software), the disclosure shall be presented simultaneously in both the audio and visual portions of the advertisement. ***Provided***, ***however***, that in any advertisement presented solely through visual or audio means, the disclosure may be made through the same means in which the ad is presented. ***Provided***, ***further***, that in any advertisement communicated through interactive media which is presented predominantly through visual or audio means, the disclosure may be made through the same means in which the ad is predominantly presented. The audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. The visual disclosure shall be of a size and shade, with a degree of contrast to the background against which it appears, and shall appear on the screen for a duration and in a location, sufficiently noticeable for an ordinary consumer to read and comprehend it.

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

C. On a product label, the disclosure shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it and in print that contrasts with the background against which it appears. ***Provided, however,*** if a

disclosure on a bottle label or package label is made in a location other than the principal display panel, the bottle label or package label shall (i) include the statement, "**See important safety warning(s) on [insert disclosure location]**," in a type size and location on the principal display panel sufficiently noticeable for an ordinary consumer to read and comprehend it and in print that contrasts with the background against which it appears; ***and*** (ii) place the disclosure on the bottle label and, if applicable, the package label, within a border that is a color or shade that contrasts with the background against which it appears. ***Provided further***, that in a multi-page insert, the disclosure shall appear on the cover page or first page.

The disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or on any label.

4. "Product label" shall mean any label or other written, printed or graphic matter upon any product or accompanying any product, including package labels, bottle labels, and package inserts.

5. "Food" and "drug" shall mean as "food" and "drug" are defined in Section 15 of the Federal Trade Commission Act, 15 U.S.C. § 55.

6. "Berry Trim Plus Products" shall mean Berry Trim Plus containing Hydroxycitric Acid ("HCA") and ephedrine alkaloids as its active ingredients, and Berry Trim Plus containing HCA as its active ingredient.

7. "Weight loss product" shall mean any product, program, or service designed or used to prevent weight gain or to produce weight loss, reduction or elimination of fat, slimming, or caloric deficit in a user of the product, program, or service.

8. "Covered product or service" shall mean any health-related service or program, weight loss product, dietary supplement, food, or drug.

9. "Ephedra, ephedra extract, or ephedrine" shall mean a source of ephedrine alkaloid, including, but not limited to, ephedrine, pseudoephedrine, norephedrine, norpseudoephedrine, N–methyephedrine, and N-methylpseudoephedrine, either derived from natural sources such as the herb Ephedra sinica (also called Ma Huang or Chinese Ephedra) or synthetically produced.

10. "Person" shall mean a natural person, organization, or other legal entity, including a partnership, corporation, proprietorship, association, cooperative, or any other group acting together as an entity.

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

12. A requirement that any defendant "notify the Commission" shall mean that the defendant shall send the necessary information via first-class mail, costs prepaid, to:

> Associate Director for Advertising Practices
> Federal Trade Commission
> 600 Pennsylvania Ave., NW, Washington, D.C. 20580
> Attn: *FTC v. Health Laboratories of North America, Inc., et al.*

13. The term "including" in this Order shall mean "without limitation."

14. The terms "and" and "or" in this Order shall be construed conjunctively or disjunctively as necessary, to make the applicable phrase or sentence inclusive rather than exclusive.

ORDER

I.

PROHIBITION ON FALSE CLAIMS FOR WEIGHT LOSS

IT IS ORDERED that defendants directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, 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 Berry Trim Plus products or any other substantially similar product that contains Hydroxycitric Acid or ephedrine alkaloids as its active ingredient, are hereby permanently restrained and enjoined from making any representation, in any manner, expressly or by implication, including through the use of endorsements, that:

A. Such product causes rapid and substantial weight loss.

B. Such product is clinically proven to cause rapid and substantial weight loss in humans.

II.

PROHIBITED UNSUBSTANTIATED CLAIMS FOR WEIGHT LOSS PRODUCTS

IT IS FURTHER ORDERED that defendants directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, 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 Berry Trim Plus products or any other weight loss product, in or affecting commerce, are hereby permanently restrained and enjoined from making any representation, in any manner, expressly or by implication, including through the use of endorsements, that:

A. Such product causes substantial or rapid weight loss or fat loss;

B. Such product enables users to lose weight or fat, or any specific amount of weight or fat, or assists in maintaining weight loss;

C. Such product has any effect on metabolism, food intake, or body fat;

D. Such product is clinically proven to cause rapid and substantial weight loss in humans; or

E. Such product is safe or has no side effects;

unless the representation is true and, at the time the representation is made, defendants possess and rely upon competent and reliable scientific evidence that substantiates the representation.

III.

WARNING OF EPHEDRA HEALTH RISKS

IT IS FURTHER ORDERED that:

A. In any advertisement (other than a television or radio advertisement), promotional material, or product label for any covered product or service containing ephedra, ephedra extract, or ephedrine, and during any discussion relating to the use of such product or service

communicated via electronic mail or any telephone line, defendants, their officers, agents, and employees shall make, clearly and prominently, the following disclosure:

> **WARNING:** This product contains ephedra or ephedrine alkaloids, which can have dangerous effects on the central nervous system and heart and can result in serious injury. Risk of injury can increase with dose, and may even include heart attack, stroke, seizure, or death. Consult a health care provider prior to use if you have high blood pressure, heart or thyroid disease, diabetes, difficulty urinating, prostate enlargement, or glaucoma, or are using any prescription drug. Do not use if you are taking a MAO inhibitor or any allergy, asthma, or cold medication containing ephedrine, pseudoephedrine, or phenylpropanolamine. Discontinue use if you experience rapid heart beat, chest pain, severe headache, shortness of breath, dizziness, sleeplessness, or nausea. This product is not recommended for use if you are or could be pregnant unless a qualified health care provider tells you to use it. The product may not be safe for your developing baby;

unless defendants possess competent and reliable scientific evidence that such product is safe and produces no adverse side effects.

B. In any television or radio advertisement for any covered product or service containing ephedra, ephedra extract, or ephedrine, defendants, their officers, agents, and employees shall make, clearly and prominently, the following disclosure:

> **WARNING:** This product contains [insert name of ephedrine alkaloids contained in product, *e.g.*, Ma Huang] which can have dangerous effects on the central

nervous system and heart and can result in serious injury. Risk of injury increases with increased dosage;

unless defendants possess competent and reliable scientific evidence that such product is safe and produces no adverse side effects.

Provided, ***however***, that in the event that the Food and Drug Administration issues a final rule requiring a warning on the labeling of products containing ephedrine alkaloids, defendants may substitute that warning for the disclosures required under Parts III. A. and III. B. above.

IV.

COVERED PRODUCT OR SERVICE CLAIMS

IT IS FURTHER ORDERED that defendants directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, 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 product or service, in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, including through the use of endorsements, about the health benefits, performance, efficacy, or safety of such product or service, unless, at the time of making such representation, defendants possess and rely upon competent and reliable scientific evidence that substantiates the representation.

V.

MISREPRESENTATION OF TESTS OR STUDIES

IT IS FURTHER ORDERED that defendants directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, 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 product or service, in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, the contents, validity, results, conclusions, or interpretations of any test or study.

VI.

FDA APPROVED CLAIMS

IT IS FURTHER ORDERED that:

A. Nothing in this Order shall prohibit defendants from making any representation 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; and

B. Nothing in this Order shall prohibit defendants from making any representation 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.

VII.

MONETARY RELIEF

IT IS FURTHER ORDERED that defendants Health Laboratories of North America, Inc. and Marc J. Kaplan are jointly and severally liable for payment of equitable monetary relief in the amount of One Hundred Ninety-Five Thousand Dollars ($195,000). Payment shall be in the form of a certified check made payable to the Commission or its designated agent as follows:

A. $150,000 within three (3) business days after entry of this Order, payable as follows: No later than ten (10) calendar days after the signing of the Stipulated Order by defendant Kaplan and a duly authorized representative of the Commission, defendant Kaplan shall deposit $150,000 into an escrow account to be established and held by James Prochnow, Patton Boggs, LLP., 1660 Lincoln Street, Suite 1900, Denver, CO 80264, as escrow agent. Within three (3) business days after the entry of this Order, the escrow agent shall transfer $150,000 to the Commission, or such agent as the Commission may direct; and

B. $45,000 within thirty (30) calendar days after entry of this Order, payable as follows: No later than ten (10) calendar days after the signing of the Stipulated Order by defendant Kaplan and a duly authorized representative of the Commission, defendant Kaplan shall deliver the title to his 2002 Porsche Twin Turbo Coupe automobile (VIN # WPOAB 29962S686421), currently registered in the name of MJK Partners Ltd. to James Prochnow,

Patton Boggs, LLP., 1660 Lincoln Street, Suite 1900, Denver, CO 80264, as escrow agent, and authorize the escrow agent to sell the automobile and deposit $45,000 of the proceeds into the escrow account established by Paragraph VII.A., above. Within thirty (30) calendar days after the entry of this Order, the escrow agent shall sell the 2002 Porsche automobile, deposit $45,000 of the proceeds into the escrow account, and, transfer these proceeds of $45,000 to the Commission, or such agent as the Commission may direct. Defendant Kaplan agrees to maintain insurance on the 2002 Porsche automobile for this thirty (30) day period until it is sold. If the automobile is not sold within that thirty (30) day period, then the escrow agent shall immediately transfer title to the FTC, free and clear of any interest of the defendants.

The monetary relief ordered herein does not constitute full compensation for the monetary harm alleged in the complaint in this action, and is not accepted as such. By signing this Order, the defendants relinquish all dominion, control, and title to the monies transferred to the Commission, for use according to the terms of this Order. Defendants shall make no claim to or demand for the return of the funds, directly or indirectly, through counsel or otherwise.

VIII.

IT IS FURTHER ORDERED that:

A. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agents to be used for equitable relief, including, but not limited to consumer redress and any attendant expenses for the administration of any redress fund. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after

redress is completed, the Commission may pay any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to defendants' practices as alleged in the complaint. Any funds not used for such equitable relief shall be deposited into the United States Treasury as disgorgement. The defendants shall have no right to challenge the Commission's choice of remedies under this Paragraph.

B. The defendants acknowledge and agree that all monies paid by them, pursuant to this Order, are solely remedial in nature and no portion of any monies paid shall be deemed the payment of any fine, penalty, punitive assessment, or forfeiture. The defendants acknowledge and agree that all monies paid pursuant to this Order are irrevocably paid to the Commission for purposes of settlement between the FTC and defendants.

IX.

RIGHT TO REOPEN

IT IS FURTHER ORDERED that, within ten (10) days after entry of this Order, defendants Health Laboratories of North America, Inc. and Marc J. Kaplan shall submit to the Commission a truthful sworn statement, in the form shown on Attachment A to this Order, that shall acknowledge receipt of this Order and shall reaffirm and attest to the truth, accuracy and completeness of the financial statements and other supplemental documents and information provided to the Commission by counsel for the defendants in the following documents:

1. One page letter of January 23, 2003 from Jonathan Emord, Esquire to Commission staff, attaching HLNA's corporate financial statement and Marc J. Kaplan's personal financial statement and attachments.

2. Three page letter of January 31, 2003 from Jonathan Emord, Esquire to Commission staff, attaching 22 pages of documents responding to Commission staff's written questions regarding Marc J. Kaplan's financial submission.

3. Four page letter of February 5, 2003 from Jonathan Emord, Esquire to Commission staff, attaching 17 pages of documents in further response to Commission staff's written questions regarding Marc J. Kaplan's financial submission.

4. Sworn statement of Marc J. Kaplan on February 21, 2003.

5. Three page letter of March 7, 2003 from James R. Prochnow, Esquire to Commission staff, attaching three pages of additional information regarding the financial obligations of Marc J. Kaplan.

The Commission's agreement to this Order is expressly premised on the financial condition of each defendant, as represented in their respective financial statements and supplemental documents, which contain material information upon which the Commission relied in negotiating and agreeing to this Order.

If, upon motion by the Commission, the Court finds that the defendants have failed to submit the sworn statement required by this Paragraph IX to the Commission, or that defendants failed to disclose any material asset, or materially misrepresented the value of any asset, or made any other material misrepresentation in or omission from the financial statements and other supplemental documents and information submitted to the Commission, then this Court shall enter judgment against the defendants in the amount of Thirty-Five Million Dollars ($35,000,000), representing the estimated loss to consumers, which amount, minus any payments previously made under Paragraph VII, shall become immediately due and payable to the Commission.

Provided, however, that in all other respects this judgment shall remain in full force and effect, unless otherwise ordered by the Court, and ***provided further,*** that proceedings instituted under this Paragraph are in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that Plaintiff may initiate to enforce this Order.

X.

IT IS FURTHER ORDERED that defendants shall within ten (10) days after the date of entry of this Order, deliver to the Commission a list, in the form of a sworn affidavit, which may be presented in the form of computer discs, of all consumers who purchased Berry Trim Plus products directly from defendants on or after January 1, 1999. Such list shall include each consumer's name and address, and, if available, the telephone number and email address of each consumer.

XI.

IT IS FURTHER ORDERED that defendants directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and their officers, agents, servants, representatives, 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, shall:

A. Take reasonable steps sufficient to monitor and ensure that all employees and agents engaged in sales, order verification, or other customer service functions

comply with Parts I through V of this order. Such steps shall include adequate monitoring of all advertisements, promotions, sales presentations, and other oral and written communication with customers regarding such products. Defendants, at a minimum, shall:

1. Conduct periodic monitoring of representations concerning any Berry Trim Plus products, and any other covered product or service, made by persons engaged in sales or other customer service functions, including representations made orally or through electronic communications;
2. Conduct periodic monitoring of representations made about any Berry Trim Plus products, and any other covered product or service, on all Internet websites operated and maintained by defendants; and
3. Establish a procedure for receiving, maintaining, and responding to consumer complaints.

B. Terminate any employee or agent who knowingly engages in any conduct prohibited by Parts I through V of this order once defendants know or should know that such person is or has been engaged in such conduct.

XII.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of three (3) years from the date of entry of this Order, defendants shall:

A. Provide a copy of this Order to, and obtain a signed and dated acknowledgment of receipt of same from, each officer or director, each individual serving in a management capacity, all personnel involved in responding to consumer complaints or inquiries, and all sales personnel, whether designated as employees, consultants, independent contractors or otherwise, immediately upon employing or retaining any such persons, for any business where any of those defendants, individually or in conjunction with another defendant, is the majority owner of the business or directly or indirectly manages or controls the business. Defendants shall deliver this Order to current personnel within thirty (30) calendar days after the date of service of this Order, and to future personnel within thirty (30) calendar days after the person assumes such position or responsibilities.

B. Maintain for a period of three (3) years after creation, and upon reasonable notice, make available to representatives of the Commission, the original signed and dated acknowledgments of the receipt of copies of this Order, as required in Subparagraph (A) of this Paragraph.

XIII.

COMPLIANCE REPORTING

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

A. For a period of five (5) years from the date of entry of this Order, defendants shall notify the Commission of the following:

1. Any changes in defendants' business and mailing addresses, and telephone numbers, within thirty (30) days of the date of such change;

2. Any changes in individual defendant's employment status (including self-employment) within thirty (30) days of such change. Such notice shall include the name and address of each business that defendant is affiliated with or employed by, 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 proposed change in the structure of the corporate defendant or any proposed change in the structure of any business entity owned or controlled by defendant Marc J. Kaplan, individually or in conjunction with another defendant, such as creation, incorporation, dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent or affiliate that engages in any acts or practices subject to the Order; the proposed filing of a bankruptcy petition; a change in the corporate name or address; or any other change that may affect compliance obligations arising out of this Order, within thirty (30) days prior to the effective date of any proposed change. ***Provided, however***, that with respect to any proposed change in the business entity about which defendants learn less than thirty (30) days prior to the date such action is to take place, defendants shall notify the Commission as soon as is practicable after obtaining such knowledge.

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

1. the individual defendant's then current residence and mailing addresses and telephone numbers;
2. the individual defendant's then current employment, business addresses and telephone numbers, a description of the business activities of each such employer, and defendant's title and responsibilities for each employer;
3. A copy of each acknowledgment of receipt of this Order obtained by defendants pursuant to Paragraph XII; and
4. A statement describing the manner in which defendants have complied and are complying with this Order.

C. Upon written request by a representative of the Commission, defendants shall submit additional written reports with respect to any conduct subject to this Order.

D. For the purposes of this Paragraph, "employment" includes the performance of services as an employee, consultant, or independent contractor; and "employers" include any individual or entity for whom defendant Marc J. Kaplan performs services as an employee, consultant, or independent contractor.

E. For purposes of the compliance reporting required by this Paragraph, the Commission is authorized to communicate directly with defendants.

XIV.

RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, in connection with any business (1) of defendants Health Laboratories of North America, Inc, its successors and assigns, or (2) where defendant Marc J. Kaplan is the majority owner or an officer or director of the business, or directly or indirectly manages or controls the business, and where the business engages, or assists others engaged in, the advertising, marketing, promotion, offering for sale, distribution or sale of any covered product or service, and their agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain, unless otherwise specified:

A. Copies of all advertisements, promotional materials, sales scripts, training materials, or other marketing materials utilized in the advertising, marketing, promotion, offering for sale, distribution or sale of any covered product or service, to the extent such information is prepared in the ordinary course of business; and

B. All materials that were relied upon in making any representations contained in the materials identified in Subparagraph (A), including all documents evidencing or

referring to the accuracy of any claim therein or to the efficacy of any covered product or service, including, but not limited to, all tests, reports, studies, demonstrations, or other evidence that confirm, contradict, qualify, or call into question the accuracy or efficacy of such covered product or service, including complaints and other communications with consumers or with governmental or consumer protection agencies.

XV.

RETENTION OF JURISDICTION

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

There being no just cause for delay, this Stipulated Final Judgment and Order for a Permanent Injunction and Monetary Relief against defendants is hereby entered this ___ day of _____ , 2003.

SO STIPULATED:

_____

RICHARD KELLY
SYDNEY KNIGHT
FEDERAL TRADE COMMISSION
600 Pennsylvania Ave., NW
Washington, D.C. 20580

_____

HEALTH LABORATORIES OF NORTH AMERICA, INC.
by: Marc J. Kaplan, President

Tel.: (202) 326-3304
Fax: (202) 326-3259
Attorneys for Plaintiff

_____ _____
MARC J. KAPLAN, individually and as
an officer or director of the above company

_____
JAMES R. PROCHNOW
CLAUDE C. WILD, III
Patton Boggs, LLP
Attorney for Defendants

SO ORDERED:

DATED:

_____
UNITED STATES DISTRICT JUDGE