

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-03-

## COMPLAINT

3. Defendant Consumer Response Solutions, LLC is a Maine limited liability company whose business address is 27 Gorham Road, Suite 27, Box 27, Scarborough, Maine 04074.

4. Defendant JungleMD, Inc. is a Maine corporation whose business address is 27 Gorham Road, Suite 27, Box 27, Scarborough, Maine 04074.

5. Defendant JungleMD.com, Inc. is a Maine corporation whose business address is 27 Gorham Road, Suite 27, box 27, Scarborough, Maine 04074.

6. Defendant Christopher W. Austin is the managing member of Consumer Response Solutions, LLC, and the president and chief executive officer of JungleMD, Inc. and JungleMD.com, Inc. His address is 7900 Widemark Drive, Baldwinsville, NY 13027-9200.

7. Defendant John H. Stewart, Jr. is a member of Consumer Response Solutions, LLC, and an officer of JungleMD, Inc. and JungleMD.com, Inc. His address is 36 Ashmont Street, Portland, Maine 04103.

### **JURISDICTION**

8. This Court has jurisdiction over this action pursuant to 4 M.R.S.A. § 105 and 5 M.R.S.A § 209.

### **STATUTORY BACKGROUND**

9. Pursuant to 5 M.R.S.A. § 207 of the Maine Unfair Trade Practices Act ("UTPA"), unfair or deceptive acts or practices in the conduct of any trade or business are unlawful.

### **FACTS**

10. Beginning in 1998, first through Consumer Response Solutions, LLC and subsequently through JungleMD, Inc. and JungleMD.com, Inc., Defendants advertised, offered for sale, sold and distributed nationally a number of products including, but not limited to,

products for weight loss, to cure hair loss, and to cure skin disorders, to consumers, primarily through radio and newspaper advertisements.

11. The acts and practices of Defendants alleged in this Complaint are, or affect, trade and commerce as those terms are defined in 5 M.R.S.A. § 206(3).

12. The advertisements disseminated, or caused to be disseminated, by Defendants for the weight loss products marketed under the names of "Carbogenics" and "Ultra Carb Blocker," include, but are not limited to, Advertisements A, B, C and D, which contain the following statements and depictions :

#### ADVERTISEMENT A

Announcer: "Are you looking for the right weight loss plan? With the New Carbogenics you can lose all the weight you want, and it's easy."

Male #1: "This is Russ from Raleigh and you can Count 'em!! 78 Pounds in seven months with Carbogenics!!! Still off and still losing!"

Girl #2: "This is Julie and I'm ordering this for my sister. I've already lost 32 pounds in 6 weeks! I've tried everything and finally something worked."

#### ADVERTISEMENT B

"Try Carbogenics today...it works by blocking sugars before they turn to fat on your body. So you can still have pasta, bread and even beer and still lose weight. I know it sounds too good to be true. But guess what? It is!"

#### ADVERTISEMENT C

“Do you cheat? (pause) I do. Just about everyone cheats, on diets. If you cheat than (sic) you’re ready for Ultra Carb Blocker. You can expect to lose 12 to 20 pounds per month while enjoying the foods you want.... If you’re like the rest of us, and cheat, than (sic) you need to call Ultra Carb Blocker and stop feeling guilty. Ultra Carb Blocker stops the Carbs from turning to sugar, and we all know sugar makes us fat. Call now and stop feeling guilty about cheating and start losing weight.”

#### ADVERTISEMENT D

Becky: “actually (sic) I’ve lost almost 25...that’s why I’m shopping for new clothes. Thanks for noticing.”

Marge: “Wow 25 pounds! That’s great! You’re so busy...how did you do it?”

Becky: “Well It wasn’t hard because I had Ultra Carb Blocker....”

Marge: “How does it work?”

Becky: “It’s a 2 step process that first stops Carbohydrates from turning into fat on your body and then burning stored sugars before they turn to fat. It’s great because I can still eat pasta, pizza and bread with Ultra Carb Blocker.”

13. Through the use of the statements and depictions contained in their advertisements including, but not limited to, those advertisements set forth in Paragraph 12, Defendants represented directly or by implication, that:

- a. Carbogenics and Ultra Carb Blocker cause rapid and substantial weight loss;

- b. Ultra Carb Blocker and Carbogenics cause such weight loss without the need to exercise or reduce caloric intake;
  - c. Ultra Carb Blocker and Carbogenics' active ingredients are new and/or unique.
14. In truth and in fact:
- a. Carbogenics and Ultra Carb Blocker do not cause rapid and substantial weight loss;
  - b. Ultra Carb Blocker and Carbogenics do not cause substantial weight loss without the need to exercise or reduce caloric intake;
  - c. Ultra Carb Blocker and Carbogenics' active ingredients are not new and/or unique.

Therefore, their representations about their weight loss products including, but not limited to, those contained in Paragraph 12 were, and are, false and misleading.

15. Through the use of the statements and depictions including, but not limited to, those contained in Advertisements A through D as set forth in Paragraph 12, Defendants represented, directly or by implication, that at the time they made these representations, they possessed and relied upon a reasonable basis that substantiated such representations.

16. In truth and in fact, at the time they made the representations set forth in Paragraph 12, Defendants did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representations set forth in Paragraph 12 were, and are, false and misleading.

17. The advertisements disseminated, or caused to be disseminated, by Defendants for the hair loss cure, "Folliguard," include, but are not limited to, Advertisements E and F that contain the following statements and depictions:

#### ADVERTISEMENT E

"If your hair loss concerns you, listen closely because now there's a solution. It's called Folliguard and it will help you get your hair and your confidence back...Folliguard is a two step system that starts by first blocking the hormones that cause hair loss and once again allowing your body to produce thick healthy hair. Within weeks you will see your hair return and the process will take you less than 3 minutes a day."

#### ADVERTISEMENT F

"If hair loss is a problem for you, let me tell you how *to stop it in its tracks* and help you get back **all the hair you've lost guaranteed**. Introducing Folliguard, the simple, effective answer to embarrassing hair loss."

18. Through the use of such statements and depictions including, but not limited to, those contained in Advertisements E and F set forth in Paragraph 17, Defendants represented, directly or by implication, that Folliguard is a new product that is guaranteed to cure hair loss and baldness.

19. In truth and in fact, the active ingredient in Folliguard is monoxidyl, which is the same active ingredient contained in the over-the-counter product Rogaine, and which does not stop hair loss or cause hair regrowth for all people. Therefore, the representations contained in Defendants' advertisements for Folliguard are false and misleading.

20. Through the use of the statements and depictions including, but not limited to, those contained in Advertisements E and F as set forth in Paragraph 17, Defendants represented,

directly or by implication, that at the time they made these representations, they possessed and relied upon a reasonable basis that substantiated such representations.

21. In truth and in fact, at the time they made the representations set forth in Paragraph 17, Defendants did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representations set forth in Paragraph 17 were, and are, false and misleading.

22. The advertisements disseminated, or caused to be disseminated, by Defendants for the skin disorder cure marketed under the name of "PsoRelief," include, but are not limited to, Advertisements G and H that contain the following statements and depictions:

ADVERTISEMENT G

"Are you one of the millions of Americans who suffer from psoriasis, eczema, dermatitis, or red, itchy skin?...Restore your skin to its healthy natural state...in just days! Stop suffering and say good-bye to that irritating skin disorder forever!"

ADVERTISEMENT H

"Do you suffer from Psoriasis? Eczema? Clear healthy skin can be yours!...Restore your skin to its clear healthy state with PsoRelief! PsoRelief's revolutionary patented formula is clinically proven to treat Psoriasis, Seborrheic Dermatitis and other irritating skin disorders."

23. Through the use of the statements and depictions contained in their advertisements including, but not limited to, those advertisements set forth in Paragraph 22, Defendants represented, directly or by implication, that PsoRelief is a cure for psoriasis, eczema and dermatitis; and that PsoRelief's active ingredients are new and/or unique.

24. In truth and in fact, while PsoRelief is not a cure for psoriasis, eczema and dermatitis, and its active ingredient, 2% salicylic acid, is an ingredient in many over-the-counter treatments for skin irritations and disorders. Therefore, their representations about PsoRelief including, but not limited to, those contained in Paragraph 22 were, and are, false and misleading.

25. Through the use of the statements and depictions including, but not limited to, those contained in Advertisements G and H as set forth in Paragraph 22, Defendants represented, directly or by implication, that at the time that they made these representations, they possessed and relied upon a reasonable basis that substantiated such representations.

26. In truth and in fact, at the time that they made the representations set forth in Paragraph 22, Defendants did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representations set forth in Paragraph 22 were, and are, false and misleading.

27. In their print and radio advertisements for their products including, but not limited to, those related to weight loss, and cures for hair loss, and skin disorders, Defendants directed consumers to call a toll-free telephone number to place their orders, which were typically paid for by credit card. In numerous instances, Defendants billed consumers' credit card accounts for other products that were not intentionally and knowingly authorized by the consumers.

28. In their advertisements and promotional materials for their products including, but not limited to, those related to weight loss, and cures for hair loss and skin disorders, Defendants represented that their products including, but not limited to, Ultra Carb Blocker, Carbogenics, Folliguard and PsoRelief, carry a money-back guarantee and that consumers could return the products within a specified time to receive a full refund within a reasonable period of time.



29. In truth and in fact, in numerous instances, consumers returned, or attempted to return, products to Defendants within the specified time period to obtain a refund, and Defendants either failed to provide refunds to consumers, or failed to provide refunds within a reasonable period of time. These practices caused substantial injury to consumers that is not outweighed by any countervailing benefits to consumers or competition, and that could not reasonably be avoided by consumers. These practices, therefore, constitute unfair and deceptive acts or practices.

30. Defendants' use of the letters "MD" in JungleMD and JungleMD.com is deceptive and misleading to consumers because it implies that Defendants' products are endorsed by the scientific and medical communities.

### **COUNT I**

#### **(UTPA - Deceptive Advertising)**

31. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

32. Defendants engaged in a pattern or practice of unfair and deceptive acts or practices by falsely advertising and selling products for weight loss, and cures for hair loss and skin disorders.

33. Defendants' conduct is described herein as intentional.

### **COUNT II**

#### **(UTPA - Use of "MD")**

34. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

35. Defendants engaged in a pattern or practice of unfair and deceptive acts or practices by using "MD" in the name JungleMD and JungleMD.com, which falsely implies that their products have the endorsement of the medical and scientific communities.

36. Defendants' conduct is described herein as intentional.

### **COUNT III**

#### **(UTPA - Unauthorized Charges)**

37. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

38. Defendants engaged in unfair and deceptive acts or practices by billing consumers' credit card accounts for charges that were not knowingly and affirmatively authorized by the consumers.

39. Defendants' conduct is described herein as intentional.

### **COUNT IV**

#### **(UTPA - Failure to Honor Money-Back Guarantees)**

40. Plaintiff repeats and realleges the preceding paragraphs of this Complaint.

41. Defendants have engaged in a pattern or practice of not honoring money-back guarantees, and of failing to pay refunds within a reasonable period of time.

42. Defendants' conduct is described herein as intentional.

### **RELIEF REQUESTED**

Wherefore, Plaintiff requests that this Court enter the following relief:

1. Declare that Defendants Consumer Response Solutions, LLC, JungleMD, Inc., JungleMD.com, Inc., Christopher W. Austin and John H. Stewart, Jr. violated the Unfair Trade Practices Act by falsely advertising products for weight loss and cures for hair loss and skin disorders, by using the term "MD" in their business and advertising, by charging consumers' credit card accounts for products that were not knowingly and affirmatively authorized by the consumers, by failing to honor money-back guarantees, and by failing to pay refunds within a reasonable period of time.

2. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or

participation with them who receive actual notice of the injunction, from representing in any manner, directly or indirectly, in connection with the manufacturing, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of the Ultra Carb Blocker and Carbogenics, that:

- a. Such products cause or assist in causing rapid weight loss;
- b. Such products cause or assist in causing substantial weight loss without the need to exercise or reduce caloric intake;
- c. Such products are new or unique or contain a new or unique ingredient;
- d. Any endorsement of such products represents the typical or ordinary experience of members of the public who use the product.

3. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction, from representing in any manner, directly or indirectly, in connection with the manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of Folliguard, or any other product designed to “cure” baldness or hair loss that:

- a. Such product is guaranteed to regrow new hair;
- b. Such product is new or unique or contains a new or unique ingredient;
- c. Such product causes or assists in causing rapid hair growth.

4. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction from representing in any manner, directly or indirectly, in connection with the manufacture, advertising, packaging,

labeling, promotion, offering for sale, sale, or distribution of PsoRelief, or any other product designed to “cure” skin disorders that:

- a. Such product is guaranteed to cure psoriasis, eczema, dermatitis or any other skin disorder or condition;
- b. Such product is new or unique or “revolutionary” or contains a new, unique or “revolutionary” ingredient or ingredients.

5. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction from charging any consumer’s credit card account for products that were not knowingly or affirmatively authorized by the consumer.

6. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction from:

- a. Representing, directly or by implication, that consumers can receive a refund, through the use of such terms as “money-back guarantee” or similar terms, unless Defendants refund the full purchase price at the consumer’s request no later than 10 days following receipt of the request;
- b. Failing to refund the full purchase price in accordance with the terms of a guarantee warranty or refund policy within a reasonable period of time after a consumer complies with the conditions for receiving a refund. For purposes of this part, “a reasonable period of time” shall be:
  - (i) That period of time specified in the Defendants’ solicitation if such period is clearly and prominently disclosed to the consumer in the solicitation; or

(ii) If no period of time is clearly and prominently disclosed, a period of thirty (30) days following the date that the consumer complies with the conditions for receiving a refund.

a. For purposes of determining whether a consumer has complied with the conditions for receiving a refund, the date for determining whether the consumer has returned the product or program within the specified time shall be the date the consumer mails or causes the product or program to be shipped to Defendants' designated agent.

7. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction from requiring the consumer to call a phone number to obtain authorization to return a product as a condition of receiving a refund.

8. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants, their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction from using "MD" in name under which they do business.

9. Pursuant to 5 M.R.S.A. § 209, order Defendants to pay all outstanding refund requests to consumers.

10. Pursuant to 5 M.R.S.A. § 209, order Defendants to pay a civil penalty of up to \$10,000 for each intentional violation of the Unfair Trade Practices Act.

11. Pursuant to 14 M.R.S.A. § 1522, order Defendants to pay the Office of the Attorney General its costs of suit, including attorney's fees.

12. Order such other and further relief as the Court may deem necessary to remedy the effects of Defendants' unfair and deceptive trade practices.

Dated: September 11, 2003

Respectfully submitted,

G. STEVEN ROWE  
ATTORNEY GENERAL



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Attorneys for the State of Maine

# CARBOGENICS

Announcer Voice ( part 1) [11.5 SECONDS]

Are you looking for the right weight loss plan? With the New Carbogenics you can lose all the weight you want, and it's easy.

Male #1 Russ, Raleigh, North Carolina

This is Russ from Raleigh and you can Count'em!! 78 pounds in seven months with Carbogenics!!! Still off and still losing!

Girl #1 "Anna"

Hi I'm Anna. Everyone thinks I'm 26 I'm really 43. I can't believe how lean I am, Carbogenics is great!

Girl #2 "Julie"

This is Julie and I'm ordering this for my sister. I've already lost 32 pounds in 6 weeks! I've tried everything and finally something worked.

Girl #1 "Janine" [10 SECONDS]

I'm Janine and my goal was to lose 15 pounds, I lost it all with Carbogenics. I would definitely recommend Carbogenics to all my friends and family, it works!

Carbogenics

60 Sec Spot

female read, understanding /slightly sarcastic

You made your resolutions and you were going to start the New Year right by being nicer to your family... paying your bills on time... going to the gym and you were finally going to lose that weight. We all have great intentions and I bet it went well for the first few weeks but how's it going now?

Are you still going to the gym...regularly? Do you even remember where your gym is? For those of you that stuck to your resolutions... good for you ... for the rest of us... who have a life... Listen up...

I hate to break it to you but beach season is just around the corner and you want to look good in that thong bikini don't you? And guys help me out if I'm wrong, but if you look naked when you're in a Speedo...then you might have a problem ...pay attention cause Here's the solution...Try Carbogenics today.

It's all natural so you don't have to worry about those side effects associated with some of those other weight loss products. It works by blocking sugars before they turn to fat on your body.

So you can still have pasta, bread and even beer and still lose weight. I know it sounds too good to be true. But guess what it is! Jumpstart your weight loss and get back on track with Carbogenics.

Call today for your risk free trial. Lose the weight before summer the easy way. Call now 1-800-xxx-xxx. It's guaranteed or your money back 1-800-xxx-xxxx. Risk Free 1-800-xxx-xxxx.



## ADVERTISEMENT C

*Sexy female voice:* Do you cheat? (pause) I do. Just about everyone cheats, on diets.

If you cheat than you're ready for Ultra Carb Blocker.

You can expect to lose 12 to 20 pounds per month while enjoying the food you want. Imagine how great you will look this summer hitting the beach after you've lost those unwanted pounds. They have thousands of customers that have seen incredible results like Janine:

*(NEW VOICE for testimonial)* "My weight loss goal was 15 pounds and it worked...I would definitely recommend Ultra Carb Blocker to all my friends and family"

If you're like the rest of us, and cheat, than you need to call Ultra Carb Blocker and stop feeling guilty. Ultra Carb Blocker stops the Carbs from turning to sugar, and we all know sugar makes us fat. Call now and stop feeling guilty about cheating and start losing weight. Ultra Carb Blocker is risk free so call now,

Call 1-800-XXX-XXXX. Call now for your risk free trial @ 1-800-XXX-XXXX, that's 1-800-XXX-XXXX for your risk free trial!

Ultra Carb Blocker  
Conversation spot  
Female read Conversational

Becky: Hi Marge

Marge: Becky, Is that you? I didn't recognize you? You look great You must have lost at least 20 pounds since I last saw you.

Becky: actually I've lost almost 25... that's why I'm shopping for new clothes. Thanks for noticing.

Marge: Wow 25 pounds! That's great! You're so busy... how did you do it?

Becky: Well It wasn't hard because I had Ultra Carb Blocker

Marge: Ultra what?

Becky: Ultra Carb Blocker. I like it because it's all natural and easy to use. It works great on it's own or along with my weight loss program.

Marge: How does it work?

Becky: It's a 2 step process that first stops Carbohydrates from turning into fat on your body and then burning stored sugars before they turn to fat. It's great because I can still eat pasta, pizza and bread with Ultra Carb Blocker.

Marge: Really? You mean you didn't have to eat like a rabbit and chew on carrot sticks all day and pretend you weren't hungry.

Becky: No, and no points to figure out either. I didn't have any of the shakiness or other side effects associated with some of the other weight loss plans I've tried. Ultra Carb Blocker has changed my life and made it much simpler.

Marge: How do I get Ultra Carb Blocker?

Becky: Just call the toll free number. That's it and its guaranteed or your money back.

Marge: Becky, I'm glad I ran into you... Hey What's that number?

Annrc: Eat the foods you love and Lose weight with Ultra Carb Blocker 1-800-xxx-xxxx  
Call now for your risk free trial 1-800-xxx-xxxx. Call now 1800-xxx-xxxx. It's  
guaranteed 1-800-xxx-xxxx.

Folliguard  
60 sec spec script  
Straight read: male

Since the beginning of time men have been judged by their personal appearance. Do you look older because you're losing your hair? Wanna take ten years off of your appearance?

If your hair loss concerns you, listen closely because now there's a solution. It's called Folliguard and it will help you get your hair and your confidence back.

Folliguard is a two step system that starts by first blocking the hormones that cause hair loss and once again allowing your body to produce thick healthy hair. Within weeks you will see your hair return and the process will take you less than 3 minutes a day.

With Folliguard there are no sexual side effects and it's guaranteed or your money back. Stop your hair loss in its tracks; get your hair and your confidence back with Folliguard. It's that simple.

Get a pen, pencil, or marker and write this number down 1-800-xxx-xxxx. Its guaranteed 1-800-xxx-xxxx. Start regrowing your hair today 1-800-xxx-xxxx. Call now 1-800-xxx-xxxx.

Folliguard  
conservative

Radio: 60

**Sexy, Female Read**

**Women agree, there is nothing more attractive than a man with a thick, full head of hair.**

If hair loss is a problem for you, let me tell you how *to stop it in its tracks* and help you get back **all the hair you've lost guaranteed.**

Introducing Folliguard, the simple, effective answer to embarrassing hair loss. Folliguard uses a simple two-step system that will replace your lost hair in less than three minutes a day, guaranteed or your money back.

When was the last time you invested three minutes of your day to make yourself feel better?

If you've been experiencing hair loss for one, two, even ten years or more, **no problem.**

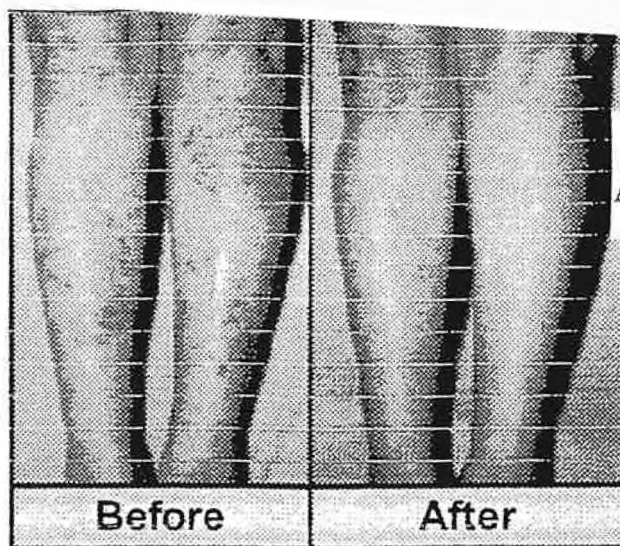
Folliguard **stops the problem where it starts.** allowing your body to once again produce healthy hairs that, once replaced, will continue to grow for years.

And with Folliguard, there are no sexual side effects that some other hair replacement systems can cause. And I would assume that's pretty important, wouldn't you?

Imagine looking in the mirror and once again seeing a full head of thick, sexy hair. Sound good? *I thought so.*

Call Folliguard now 1-800-XXX-XXXX. Get your hair *and* your confidence back, guaranteed 1-800-XXX-XXXX. It's toll-free. 1-800-XXX-XXXX.

# Do you suffer from Psoriasis? Eczema?



ADVERTISEMENT G

## Now available without a prescription!

**A**re you one of the millions of Americans who suffer from psoriasis, eczema, dermatitis, or red, itchy skin? Now there's help! Introducing *PsoRelief*, the amazing, all-natural skin treatment system guaranteed to relieve your irritating skin disorder.

### Clinically proven safe and effective

*PsoRelief* is clinically proven to work for you. This carefully blended solution contains vitamin E, natural oils and herbs that quickly penetrate your skin to begin working immediately. Leaving your skin smooth and supple while controlling your condition. Best of all this patented all-natural system takes only minutes to apply and is safe to use every day!

**Active Ingredients  
are FDA Approved!**

### Our Customers Speak for Themselves

"I have suffered for over 12 years with dry, itchy skin. Finally something that really works on my Psoriasis."  
~ Bill G.

"PsoRelief gives me the best help I've had for my Eczema in years."  
~ Lisa B.

"I've tried everything for my Psoriasis but nothing really helped until now. Thank-you PsoRelief!"  
~ Betty W.

- ❖ Now available without a prescription
- ❖ Relieves Psoriasis, Eczema & Dermatitis
- ❖ Also provides relief for any skin disorder
- ❖ Moisturizes and protects your skin
- ❖ Removes redness, irritation & itching
- ❖ Clinically proven safe & effective
- ❖ Heals dry damaged skin
- ❖ Leaves skin smooth and supple
- ❖ Safe to use every day!

### Restore your skin to its healthy natural state...in just days!

Stop suffering and say good-bye to that irritating skin disorder forever! *PsoRelief* is easy to apply and gives you instant relief from the burning and itching associated with chronic skin disorders!

*PsoRelief* is so effective, we guarantee it will work for you! If you are ready to say good-bye to the redness and irritation forever, call now and try it risk-free. Call toll free at 1-!#!#. With *PsoRelief* you'll get back clear healthy skin...guaranteed! You'll look your best and feel great, call 1-!#!#.

### We guarantee you'll have clear healthy skin!

Call now to try it risk-free:

**1-!#!#**

©RUGJ ©2002 JuncleMD

## Do you suffer from Psoriasis? Eczema? Clear healthy skin can be yours!

Are you sick and tired of having embarrassing dry, itchy skin? Stop suffering and say good-bye to that chronic skin disorder! Restore your skin to its clear healthy state with *PsoRelief*! *PsoRelief*'s revolutionary patented formula is clinically proven to treat Psoriasis, Seborrheic Dermatitis and other irritating skin disorders. This carefully blended solution contains natural oils, herbs, and vitamin E that quickly penetrate your skin to begin working immediately, leaving your skin smooth and supple while controlling your condition.

Clinically proven safe & effective!  
Relieves Psoriasis, Seborrheic Dermatitis,  
Eczema, and other skin disorders  
Reduces itching, irritation, redness & flaking  
Now available without a prescription!  
Contains no harmful skin irritants  
Moisturizes & protects your skin  
Contains aloe & antioxidants  
Leaves skin smooth & supple  
Heals dry damaged skin  
Safe to use every day!

### *PsoRelief* is so effective~ We guarantee it will work for you!

*PsoRelief* is clinically proven to work for you.  
Say good-bye to that irritating skin disorder  
and call now for your risk-free trial at  
1-800-699-8091, ext 1#1#.

With *PsoRelief* you'll get back clear  
healthy skin guaranteed! So if you want  
to look your best and feel great call toll-free  
at 1-800-699-8091 ext 1#1#.



We guarantee  
you'll have clear  
healthy skin!  
Call toll-free:  
1-800-699-8091  
ext.1#1#  
Try it now,  
RISK FREE!

STATE OF MAINE  
KENNEBEC, SS.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-03- 231

STATE OF MAINE )  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 CONSUMER RESPONSE SOLUTIONS, LLC )  
 JUNGLE MD, INC., )  
 JUNGLEMD.COM, INC., )  
 CHRISTOPHER W. AUSTIN, AND )  
 JOHN H. STEWART, JR. )  
 )  
 Defendants )

CONSENT DECREE & ORDER

Plaintiff, State of Maine, filed a Complaint against Defendants, Consumer Response Solutions, LLC, Jungle MD, Inc., Junglemd.com, Inc., Christopher W. Austin, and John H. Stewart, Jr. Without constituting evidence against, or admission by, any party as to any issue of fact or law other than as to jurisdiction, the parties have consented to the entry of this Consent Decree and Order for the purpose of resolving the matters pending, without trial of any issue of fact or law. NOW THEREFORE, IT IS HEREBY ORDERED, JUDGED AND DECREED AS FOLLOWS:

I. JURISDICTION

This court has jurisdiction over the Plaintiff and Defendants and the subject matter of this action. The Complaint states the claim for relief under 5 M.R.S.A. § 207 of the Maine Unfair Trade Practices Act (“the UTPA”).

II. INJUNCTION

Pursuant to 5 M.R.S.A. § 209 and M.R. Civ. P. 65, Consumer Response Solutions, LLC, Jungle MD, Inc., Junglemd.com, Inc., Christopher W. Austin and John H. Stewart, Jr.,

their officers, directors, employees, agents, representatives, successors, and assigns and those in active concert or participation with them who receive actual notice of this injunction are permanently enjoined from engaging in the following acts or practices:

(A) Representing in any manner, directly or indirectly, in connection with the manufacturing, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of the Ultra Carb Blocker, Carbogenics, or any weight loss product that:

- (1) Such products cause or assist in causing rapid weight loss;
- (2) Such products cause or assist in causing substantial weight loss without the need to exercise or reduce caloric intake;
- (3) Such products are new or unique or contain a new or unique ingredient;
- (4) Any endorsement of such products represents the typical or ordinary experience of members of the public who use the product.

(B) Representing in any manner, directly or indirectly, in connection with the manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of Folliguard, or any other product designed to “cure” or reduce baldness or hair loss that:

- (1) Such product is guaranteed to regrow new hair;
- (2) Such product is new or unique or contains a new or unique ingredient;
- (3) Such product causes or assists in causing rapid hair growth.

(C) Representing in any manner, directly or indirectly, in connection with the manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of PsoRelief, or any other product designed to “cure” or alleviate skin disorders that:



(1) Such product is guaranteed to cure psoriasis, eczema, dermatitis, or any other skin disorder or condition:

(2) Such product is new or unique or “revolutionary” or contains a new, unique, or “revolutionary” ingredient or ingredients.

(D) Using the term “MD” or any other medical term or abbreviation used in the field of medicine in connection with the manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of any health and beauty products.

(E) Charging any consumer’s credit card account for purposes that were not knowingly or affirmatively authorized by the consumer. To comply with this paragraph, the Defendants agree that they will either tape the entire sales conversation with the consumer or require the consumer’s express written consent before charging the consumer’s credit card for any up-sell or negative option sale.

(F) Representing directly or by implication that consumers can receive a refund, through the use of such terms as “money-back guarantee” or similar terms, unless the business has in place adequate and effective procedures for consumers to obtain a refund within the time stated in the guarantee, or if no time is stated in the guarantee, within thirty (30) days following receipt of a request from the consumer for a refund which complies with the conditions of the guarantee.

(G) Requiring the consumer to call a telephone number to obtain authorization to return a product as a condition of receiving a refund.

(H) Creating, publishing, disseminating, selling, distributing, or assisting in the distribution of any type of advertising that is false, deceptive, or unsubstantiated; and

(I) Violating 10 M.R.S.A. § 1210.

### III. RESTITUTION AND CIVIL PENALTIES

Defendants agree to assign to the State of Maine \$140,000 from funds held by Global Payments Direct, Inc. and Online Data Corp., specifically funds remaining in Jungle MD account Number 0000270500019319 and Folliguard account Number 0000006565252654 for restitution to consumers. Of this amount, \$25,000 shall be paid to the State as a civil penalty. The balance of \$115,000 shall be distributed to consumers who are determined by the Attorney General in his sole discretion to be eligible to receive restitution. The Attorney General will provide the Defendants with a description of the criteria and procedures used to make payments to consumers as well as an accounting of the disposition of moneys received pursuant to this paragraph, including the names of the consumers to whom payments were sent, the amount sent to each consumer, whether the checks were cashed and the amount of any money returned as undeliverable. Any balance remaining after the Attorney General has determined no further claims for restitution are outstanding shall be applied to the State as costs.


### V. RETENTION OF JURISDICTION

Jurisdiction is retained by this court for the purpose of enabling any of the parties to this Consent Decree and Order to apply to the court at any time for further order and directions as may be necessary or appropriate for the modification, construction, enforcement, or execution of this Consent Decree and Order. Each and every violation of this Consent Decree and Order shall be treated as a separate contempt thereof.

VI. EFFECTIVE DATE

This order shall be effective immediately upon entry. IT IS HEREBY ORDERED

Dated: *Nov. 28, 2003*

  
Justice, Maine Superior Court

G. STEVEN ROWE  
ATTORNEY GENERAL

Dated:

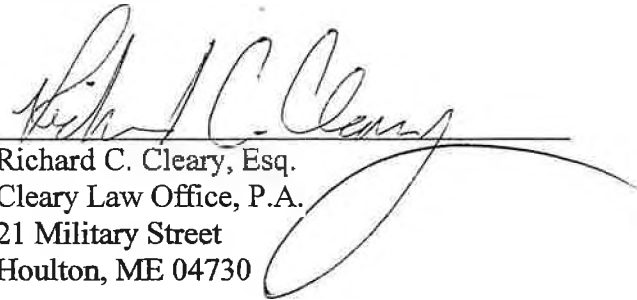
11/20/03



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ATTORNEY FOR THE STATE OF MAINE

Dated:

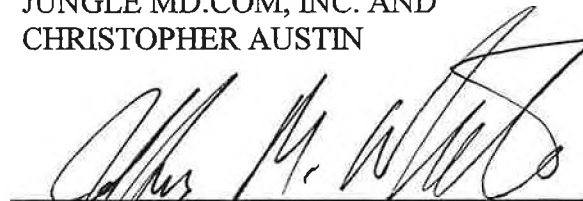


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ATTORNEY FOR CONSUMER RESPONSE  
SOLUTIONS LLC, JUNGLE MD, INC.,  
JUNGLE MD.COM, INC. AND  
CHRISTOPHER AUSTIN

Dated:

11/19/03

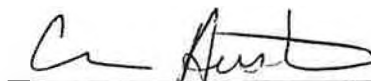


Jeffrey M. White, Esq.  
Pierce Atwood  
One Monument Square  
Portland, ME 04101-4033

ATTORNEY FOR JOHN H. STEWART, JR.

Christopher W. Austin acknowledges that he is a principal in Consumer Response Solutions, LLC, Jungle MD, Inc., and Junglemd.com, Inc., and by his signature he further acknowledges that the provisions of this Consent Decree and Order bind the above-referenced entities and him individually.

Dated: 11-14-03



Christopher W. Austin

John H. Stewart, Jr. acknowledges that he is a shareholder in Consumer Response Solutions LLC and a shareholder and Vice President of Jungle MD, Inc., and by his signature hereon he further acknowledges that the provisions of the Consent Decree and Order bind these entities and him individually.

Dated: 11-19-03



John H. Stewart, Jr.