

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-04-

STATE OF MAINE,)
)
Plaintiff)
)
v.)
)
)
INQ MARKETING, LLC, COREY FRINK,)
CHAD BLANCHETTE, TANGENT GROUP,)
LLC, PROLIFIC SYSTEMS, LLC,)
ANDREW R. HOLMAN, MRL TELNET, INC.)
AND MICHAEL R. LOCONTE,)
)
Defendants)

COMPLAINT

INTRODUCTION

1. The State of Maine brings this action pursuant to 5 M.R.S.A. §§ 207 and 209 to permanently enjoin Defendants, INQ Marketing, LLC, Corey Frink, Chad Blanchette, Tangent Group, LLC, Andrew R. Holman, Prolific Systems, LLC, MRL Telnet, Inc., and Michael R. Loconte from deceptive advertising in violation of the Unfair Trade Practices Act, 5 M.R.S.A. § 207. The State also seeks restitution for consumers and civil penalties for intentional violations of the Unfair Trade Practices Act.

PARTIES

2. Plaintiff, the State of Maine, is a sovereign state that brings this action by and through its Attorney General pursuant to 5 M.R.S.A. §§ 191 and 209 and the powers vested in him by common law.

3. Defendant INQ Marketing, LLC (“INQ Marketing”) is a Maine limited liability company. It is located at 151 John Roberts Road, South Portland, Maine. Since March of 2003, INQ Marketing has provided telemarketing services for the Prolific Systems’ sales campaign.

4. Chad Blanchette is a managing member of INQ Marketing. His address is 7 Riverview Place, Scarborough, Maine 04074.

5. Defendant Corey Frink is a managing member of INQ Marketing. His address is 7 Riverview Place, Scarborough, Maine 04074.

6. Defendant MRL Telnet, Inc. (“MRL Telnet”) is a Maine corporation located at 15 Holly Street, Suite 202, Scarborough, Maine. MRL Telnet has been the customer service and fulfillment center for the Prolific Systems’ line of products since September 11, 2003.

7. Defendant Michael R. Loconte is the president, treasurer and owns 50 percent of the stock of MRL Telnet, Inc. His address is 688 Townhouse Road, East Waterboro, Maine 04030. MRL Telnet engages in computer and telephone network services and consulting.

8. Defendant Tangent Group, LLC (“Tangent Group”) is a Maine limited liability company. It is the successor of Kinetic Marketing, LLC and is located at 2 Market Street, Portland, Maine 04101. Tangent Group is the manager of Prolific Systems, LLC.

9. Defendant Prolific Systems, LLC is a single-purpose limited liability company managed by Tangent Group, LLC. Its single purpose is to market and sell a line of products called Prolific Systems (“Prolific”) that purports to stop hair loss and re-grow lost hair.

10. Defendant Andrew R. Holman is the managing member of Tangent Group, LLC. His address is 3 Laurel Ridge Road, Scarborough, Maine 04074.

JURISDICTION

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

STATUTORY BACKGROUND

12. 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

13. Beginning in the summer of 2003, Defendants advertised, offered for sale, sold and distributed nationally Prolific, a hair loss cure, to consumers, primarily through newspaper advertisements.

14. 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).

15. The advertisements disseminated, or caused to be disseminated, by Defendants for Prolific include, but are not limited to, Advertisement A which contains the following statements and depictions:

ADVERTISEMENT A

- A. Clinically proven hair restoration system is so effective, it is awarded U.S. patent.
- B. This patented formula will stop your hair from falling out and even grow back the hair you’ve lost, guaranteed!
- C. Clinical trials prove that when used together the powerful ingredients in Prolific prevent the build up of DHT stopping your hair loss and allowing your follicles to strengthen and reproduce strong healthy hairs.
- D. Revolutionary formula and now available to you without a prescription.

16. Through the use of such statements and depictions including, but not limited to, those contained in Advertisement A set forth in Paragraph 15, Defendants represented, directly or by implication, that Prolific is a new product that is guaranteed to cure hair loss and baldness.

17. In truth and in fact, the active ingredient in Prolific is minoxidil, which is the same active ingredient contained in the over-the-counter product Rogaine, and which does not stop hair loss or cause hair re-growth for all people. Therefore, these representations are false and misleading.

18. Through the use of the statements and depictions including, but not limited to, those contained in Advertisement A as set forth in Paragraph 15, 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.

19. In truth and in fact, at the time they made these representations, Defendants did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representations set forth in Paragraph 15 were, and are, false and misleading.

20. Through the use of the statements and depictions including, but not limited to, those contained in Advertisement A as set forth in Paragraph 15, Defendants represented, directly or by implication, that Prolific was awarded a U.S. patent because its formula is clinically proven to effectively stop further hair loss and restore lost hair.

21. In truth and in fact, these claims have not been clinically proven, and U.S. patents are not awarded based upon the efficacy of the product being patented. Therefore, these representations as set forth in Paragraph 15 are false and misleading.

22. Through the use of the statements and depictions including, but not limited to, those contained in Advertisement A as set forth in Paragraph 15, Defendants represented, directly or by implication, that Prolific's formula is "revolutionary" and "now available . . . without a prescription."

23. In truth and in fact, the active ingredient in Prolific, minoxidil, is not new or revolutionary, and has been available for a number of years over the counter in various other

products, including Rogaine, that promotes hair growth for some people. Therefore, these representations as set forth in Paragraph 15 are false and misleading.

24. Beginning in 2004, Defendants INQ Marketing, Chad Blanchette and Corey Frink offered for sale, sold and distributed nationally a weight loss product to consumers, primarily through print advertisements.

25. The advertisements disseminated, or caused to be disseminated, by Defendants INQ Marketing, Chad Blanchette and Corey Frink for the weight loss product "Puranol" include, but are not limited to, Advertisement B, which contains the following statements and depictions.

ADVERTISEMENT B

Having trouble losing weight? Now you can lose 5-7 lbs in just 5 days!

We guarantee you'll lose weight and feel great!

With Puranol you'll lose weight fast and restore your body back to health so the weight doesn't come back!!

Are you having trouble losing weight? Chances are your body is toxic! What does that have to do with weight loss? EVERYTHING! A toxic body can't function properly... This specially formulated 2-step system will jump start your weight loss and cleanse your toxic cells back to health!

26. Through the use of statements and depictions contained in their advertisements including, but not limited to, those advertisements set forth in Paragraph 25, Defendants INQ Marketing, Chad Blanchette and Corey Frink represented, directly or by implication, that Puranol causes rapid weight loss.

27. In truth and in fact, Puranol does not cause rapid weight loss. Therefore, their representations about Puranol, set forth in Paragraph 25 were, and are, false and misleading.

28. Through the use of statements and depictions including, but not limited to, those contained in Advertisement B as set forth in Paragraph 25, Defendants INQ Marketing, Chad Blanchette and Corey Frink 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.

29. In truth and in fact, at the time they made the representations set forth in Paragraph 25, Defendants INQ Marketing, Chad Blanchette and Corey Frink did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representations set forth in Paragraph 25 were, and are, false and misleading.

COUNT I

(UTPA - Deceptive Advertising of Prolific)

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

31. Defendants engaged in a pattern or practice of unfair and deceptive acts or practices by falsely advertising, distributing and selling Prolific products for curing hair loss and baldness.

32. Defendants' conduct is described herein as intentional.

COUNT II

(UTPA - Deceptive Advertising of Puranol)

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

34. Defendants INQ Marketing, Chad Blanchette and Corey Frink engaged in a pattern or practice of unfair and deceptive acts or practices by falsely advertising, distributing and selling Puranol for weight loss.

35. Defendants' conduct as described herein is intentional.

RELIEF REQUESTED

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

1. Declare that Defendants violated the Unfair Trade Practices Act by falsely advertising Prolific Systems as stopping hair loss and re-growing hair.

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 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 Prolific Systems, 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 revolutionary, new or unique or contains a revolutionary, new or unique ingredient;
- c. Such product causes or assists in causing rapid hair growth;
- d. Such product is so effective that it has been awarded a U.S. patent;
- e. Such product has been clinically proven; and
- f. Such product is now available without a prescription.

3. Declare that Defendants INQ Marketing, Chad Blanchette and Corey Frink engaged in a pattern or practice of unfair and deceptive acts or practices by falsely advertising and selling Puranol as a product causing rapid weight loss.

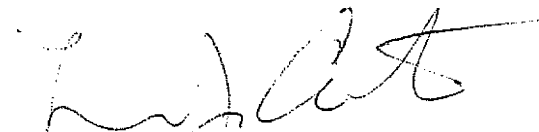
4. Pursuant to 5 M.R.S.A. § 209 and M.R.Civ.P. 65, permanently enjoin Defendants INQ Marketing, Chad Blanchette, Corey Frink, their officers, agents, servants, employees and attorneys, and those persons in active concern or participation with them who receive actual notice of this injunction, from representing in any manner, directly or indirectly, in connection with the manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of Puranol, or any other product designed to promote weight loss that:

- a. Such products cause or assist in causing rapid weight loss;
 - b. Such products cause or assist in causing weight loss without the need to exercise or reduce caloric intake;
 - c. Cleansing body toxins will cause or assist in causing weight loss; and
 - d. Any endorsement of such products represents the typical or ordinary experience of members of the public who might use the product.
5. 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.
 6. 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.
 7. Order such other and further relief as the Court may deem necessary to remedy the effects of Defendants' unfair and deceptive trade practices.

Dated: January 24, 2005

Respectfully submitted,

G. STEVEN ROWE
ATTORNEY GENERAL



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Attorneys for the State of Maine

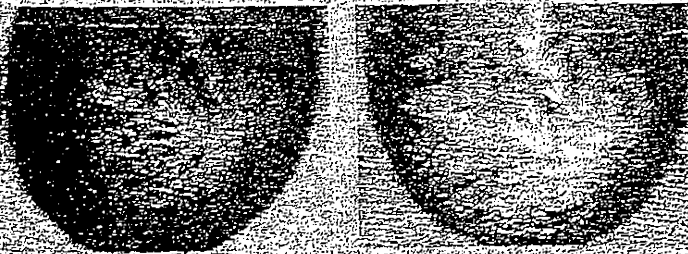
Are you losing your hair?

There's good news...

581-5-2003

Clinically proven hair restoration system is so effective, it is awarded U.S. patent!

See dramatic results in your first month of use!



Powerful new formula stops hair loss and re-grows new hair!

It's commonly known that the major cause of hair loss is due to the build-up of the hormone dihydrotestosterone (DHT). Clinical trials prove that when used together, the powerful ingredients in ProLift™ prevent the build-up of DHT, stopping your hair loss and allowing your follicles to strengthen and reproduce strong, healthy hairs. We are proud to announce that after years of clinical research and testing, ProLift™ is scientifically advanced formula is now available to the general public. It's highly effective for men and women. It has even been awarded a U.S. patent number 5,972,347.

Stop worrying about your hair loss, do something about it!

If you feel that your thinning hair will eventually leave you bald or you are tired of watching your hairline recede, you can stop worrying. Get ProLift™ and take action. This potent formula will stop your hair from falling out and even grow back the hair you've lost. Guaranteed! Now for a limited time you can try ProLift™ absolutely risk-free for 90 days. Call now for more information and be sure to mention offer #A639.

Makes great for both men and women!

Gentlemen and Ladies, We are proud to say that ProLift™ is specially formulated to work for both men and women and is now available to you without a prescription. Don't wait any longer. ProLift™ is safer, highly effective and best of all, it only takes a few seconds a day to use.

Now you can try ProLift™ absolutely risk free!

You don't have to live with thinning hair. Now you can try ProLift™ absolutely risk-free for 90 days! Put this revolutionary formula to work for you. Take action and call now. Get back your youthful hairline with ease and confidence! Call now, toll-free 1-800-676-7483, offer #A639. Get ProLift™ and get ready to look younger and feel great!

Get back your thick, healthy hair and keep it!



Strengthen your follicles
Improve your blood flow
Promote a stronger healthier root



Call now for your 90-day risk-free trial
1-800-676-7483 offer #A639

Spartacus

ER heartthrob Goran Visnjic turns gladiator — but he's no Russell Crowe

THE STARS Goran Visnjic, Alan Bates, Roma Mitra, Henry Simmons, Angus Macfadyen

THE STORY Like the classic 1960 movie with Kirk Douglas, this two-part miniseries (also based on Howard Fast's 1951 book) tells the epic tale of Spartacus (Visnjic), a defiant slave who led a ragtag army against the Roman Empire circa 72 B.C. In the opener, the swordsman reluctantly makes a name for himself in the gladiator ring — and finds his soul mate in a sultry slave woman (The *Princess* Mitra) **WHAT'S GOOD** Watching *Spartacus*'s veteran supporting cast — especially the late, legendary Bates, who practically chews up the fake columns as a conflicted senator — is the equivalent of a fun Roman holiday. And night two's finale, in which the rebels' fight for freedom hits the skids, does have its stirring moments.

WHAT'S BAD Getting to the end is as rough as the path to Pompeii. The bulk of this dull flick plays like a road show. *Gladiator*, Oh, and Visnjic and Mitra need to take a chemistry class.

FINAL SAY ★ An uphill battle

The \$20 million production starring Visnjic used 120 horses and 32,000 extras.



Having trouble losing weight?

Now you can

LOSE 5-7 LBS

in just 5 DAYS!

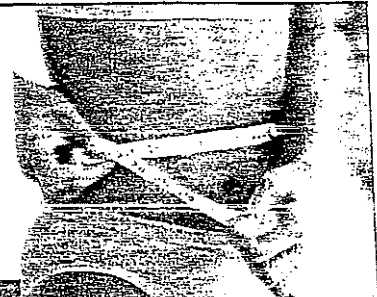
(and there's more good news)

With Purano!™ you'll lose weight fast and restore your body back to health as the weight loss begins to melt away!

Are you having a hard time losing weight? Just can't seem to lose those last 5-10 lbs? Chances are your body is toxic! What does that have to do with weight loss? EVERYTHING! A toxic body can't function properly. You may not know it, but your body is exposed to harmful, unhealthy toxins at any given time. These nearly invisible toxins can slow down your metabolism, depress your immune system, drain your energy or even worse!

If you're serious about losing weight and getting healthy... Purano!™ is for you. This specially formulated 2-step system will jump start your weight loss and cleanse your toxic cells back to health! Remember, healthy cells are the building blocks of a healthy body. In addition, this probiotic formula helps to promote prolonged weight management and helps to support the essential building blocks of your body's immune system. So not only will you lose weight, you'll feel great!

Call now and try Purano!™ absolutely risk-free! If you're ready to lose weight and feel great it's time you tried Purano!™. Give your body the "internal shower" it needs and shed those excess pounds! Call now and you can try Purano!™ absolutely risk-free for 30 days. We guarantee you'll lose weight and feel great! Call now, get Purano!™ and get healthy!



Thanks to Purano!™ I finally achieved my weight loss goals. Not only did I lose the weight, I now have a whole new layer of energy AND clearer complexion. — S. Sawyer

- See results in just 5 days!
- Jump start your weight loss
- Speed up your metabolism
- Support your immune system
- Promote better overall health
- Look & feel younger
- Even have clearer skin!

purano!
artichoke integritest tablets

Call now for your risk-free trial! Lose weight and feel great!
1-800-491-4784 Promotion 409

STATE OF MAINE
KENNEBEC, SS.

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SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-05-30

STATE OF MAINE,

Plaintiff,

v.

INQ MARKETING, LLC, ✓

COREY FRINK, ✓

CHAD BLANCHETTE, ✓

TANGENT GROUP, LLC, ✓

PROLIFIC SYSTEMS, LLC, ✓

ANDREW R. HOLMAN, ✓

MRL TELNET, INC., AND ✓

MICHAEL R. LOCONTE, ✓

Defendants.

CONSENT DECREE & ORDER
AS AGAINST DEFENDANTS
CHAD BLANCHETTE,
COREY FRINK and
INQ MARKETING, LLC

Plaintiff, State of Maine, filed a Complaint against Chad Blanchette, Corey Frink, and INQ Marketing, LLC, (“Defendants”), and Tangent Group, LLC, Prolific Systems, LLC, Andrew R. Holman, MRL Telnet, Inc., and Michael R. Loconte, who are not parties to this Consent Decree and Order. Without constituting evidence against, or admission by, Defendants 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

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

II. DEFINITIONS

2. A statement is "clear and conspicuous" if it is disclosed in such size, color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies or is necessary to prevent other information from being misleading or deceptive, then the statement must be presented in proximity to that information, in a manner that is readily noticeable, readable, and understandable, and not obscured in any manner. In addition:

- (A) A radio disclosure must be delivered in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (B) A television disclosure must (i) appear in video in a type size, shade and location, and remain on the screen for a sufficient duration, for a consumer to read and comprehend it, and/or (ii) be delivered in audio in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (C) A print or Internet disclosure must appear in a type size, contrast and location sufficient for a consumer to read and comprehend it.

3. "Free Trial Offer" means offering a consumer a sample, introductory package, or limited supply of a product or service without charge for the sample, introductory package, or limited supply of the product or service. An example of a "Free Trial Offer" might be offering a

consumer a 30-day supply of a product at no charge except for shipping costs, but the consumer would continue to receive and be billed for further 30-day supplies unless or until the consumer affirmatively cancels the order.

4. "Risk-Free Trial" means offering a consumer the opportunity to return a product or cancel a service within an express, clearly defined period of time after the consumer has purchased the product or service. An example of a "Risk-Free Trial" might be offering a consumer a 30-day supply of a product, billing the consumer's credit card, shipping the product to the consumer and the consumer has the ability to return the product within 30 days of receipt if the consumer is not satisfied with the product or service.

III. INJUNCTION

5. Pursuant to 5 M.R.S.A. § 209 and M.R. Civ. P. 65, Chad Blanchette, Corey Frink, and INQ Marketing, LLC, 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) Marketing, advertising, promoting or selling, directly or indirectly, the product known as Prolific Systems, or any other product designed to stop hair loss and "cure" or reduce baldness.

(B) Representing in any manner, directly or indirectly, in connection with the manufacturing, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of Puranol, 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) Cleansing body toxins will cause or assist in causing weight loss;
- (4) Any endorsement of such products represents the typical or ordinary experience of members of the public who use the product.

(C) Violating § 207 of the UTPA in connection with the advertising, packaging, labeling, promoting, offering for sale, sale or distribution of food, drugs, devices, cosmetics or other products, services or programs.

(D) Advertising, packaging, labeling, promoting, offering for sale, selling or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Free Trial Offer unless:

- (i) The consumer is given a free sample of the product or service;
- (ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the free trial;
- (iii) The consumer is given the option of paying for the shipping of the free trial by check or money order, and is not required to give credit card, debit card or other personal financial information as a condition to receiving the free trial;
- (iv) No charges are imposed on consumers during the free trial period;
- (v) No charges are imposed on consumers after the free trial period without the consumer's express consent to the amount and the date of the charge to their credit or debit card accounts; and
- (vi) Defendants comply with 10 M.R.S.A. § 1210.

(E) Advertising, packaging, labeling, promoting, offering for sale, selling, or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Risk-Free Trial" unless:

i) The terms and conditions of the Risk-Free Trial, including but not limited to the refund policy, are clearly and conspicuously posted in all written advertising materials and clearly explained to consumers responding to media advertising of any product or service offered;

(ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the Risk-Free Trial;

(iii) No additional charges are imposed on consumers during the Risk-Free Trial period; and

(iv) Defendants comply with 10 M.R.S.A. § 1210.

(F) Charging any consumer's credit card account for purposes that were not knowingly or affirmatively authorized by the consumer.

(G) 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.

(H) Requiring consumers to call a telephone number to obtain authorization to return a product as a condition of receiving a refund.

(I) Defendants shall record all consumer express consents and disclosures that are required by this Consent Decree and Order and make the recordings available to the Attorney General upon request in a format specified by the Attorney General.

III. RESTITUTION, CIVIL PENALTIES AND COSTS

6. Pursuant to 5 M.R.S.A. § 209, Defendants Chad Blanchette, Corey Frink and INQ Marketing, LLC shall pay jointly and severally the Plaintiff \$1,000 in costs upon execution of this Consent Decree and Order.

7. Defendants represent to the Court that all requests for refunds that they have received from consumers who purchased Prolific Systems hair loss products through Defendants have been paid to date. Defendants further agree to honor all requests for refunds from consumers who purchased Prolific from them.

8. Defendants represent to the Court that all requests for refunds from consumers who purchased Puranol through Defendants have been paid to date. Defendants further agree to honor all requests for refunds from consumers who purchased Puranol from them.

9. Pursuant to 5 M.R.S.A. § 209, Defendants Chad Blanchette, Corey Frink and INQ Marketing, LLC shall jointly and severally pay a civil penalty of \$5,000 within six (6) months of execution of this Consent Decree and Order.

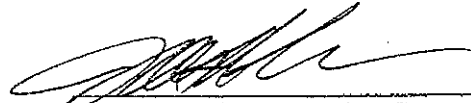
V. RETENTION OF JURISDICTION

10. 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

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

Dated: ~~March~~ ^{APR} 12, 2005




Justice, Maine Superior Court

WE CONSENT:

April 8
Dated: ~~March~~ _____, 2005

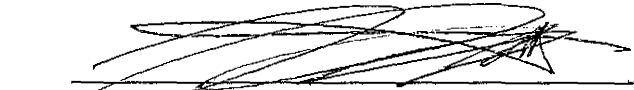
**G. STEVEN ROWE
ATTORNEY GENERAL**



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ATTORNEYS FOR THE STATE OF MAINE

Dated: April 4, 2005



Richard N. Bryant, Esq.
Maine Bar No. 3108
20 York Street
Portland, ME 04101
Tel. (207) 871-7500

**ATTORNEY FOR CHAD BLANCHETTE,
COREY FRINK AND INQ MARKETING,
LLC**

Chad Blanchette acknowledges that he is a managing member in INQ Marketing, LLC and by his signature he further acknowledges that the provisions of this Consent Decree and Order bind the above-referenced entity and him individually.

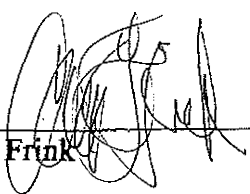
Dated: March 31, 2005



Chad Blanchette

Corey Frink acknowledges that he is a managing member in INQ Marketing, LLC and by his signature he further acknowledges that the provisions of this Consent Decree and Order bind the above-referenced entity and him individually.

Dated: March 31, 2005.



Corey Frink

I. JURISDICTION

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

II. DEFINITIONS

2. A statement is “clear and conspicuous” if it is disclosed in such size, color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies or is necessary to prevent other information from being misleading or deceptive, then the statement must be presented in proximity to that information, in a manner that is readily noticeable, readable, and understandable, and not obscured in any manner. In addition:

- (A) A radio disclosure must be delivered in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (B) A television disclosure must (i) appear in video in a type size, shade and location, and remain on the screen for a sufficient duration, for a consumer to read and comprehend it, and/or (ii) be delivered in audio in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (C) A print or Internet disclosure must appear in a type size, contrast and location sufficient for a consumer to read and comprehend it.

3. “Free Trial Offer” means offering a consumer a sample, introductory package, or limited supply of a product or service without charge for the sample, introductory package, or limited supply of the product or service. An example of a “Free Trial Offer” might be offering a

consumer a 30 day supply of a product at no charge except for shipping costs, but the consumer would continue to receive and be billed for further 30 day supplies unless or until the consumer affirmatively cancels the order.

4. "Risk Free Trial" means offering a consumer the opportunity to return a product or cancel a service within an express, clearly defined period of time after the consumer has purchased the product or service. An example of a "Risk Free Trial" might be offering a consumer a 30-day supply of a product, billing the consumer's credit card, shipping the product to the consumer and the consumer has the ability to return the product within 30 days of receipt if the consumer is not satisfied with the product or service.

III. INJUNCTION

5. Pursuant to 5 M.R.S.A. § 209 and M.R. Civ. P. 65, MRL Telnet, Inc. and Michael R. Loconte, 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 manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of the product known as Prolific Systems, or any other product designed to stop hair loss and "cure" or reduce baldness, that:

- (i) Such product is guaranteed to regrow new hair;
- (ii) Such product is new or unique or contains a new or unique ingredient;
- (iii) Such product causes or assists in causing rapid hair growth;
- (iv) Such product is so effective that it was awarded a U.S. patent;

- (v) Such product has been clinically proven; and that
- (vi) Such product is now available without a prescription.

(B) Violating § 207 of the UTPA in connection with the advertising, packaging, labeling, promoting, offering for sale, sale, or distribution of food, drugs, devices, cosmetics or other products, services or programs.

(C) Advertising, packaging, labeling, promoting, offering for sale, selling, or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Free Trial Offer" unless:

- (i) The consumer is given a free sample of the product or service;
- (ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the free trial;
- (iii) The consumer is given the option of paying for the shipping of the free trial by check or money order, and is not required to give credit card, debit card or other personal financial information as a condition to receiving the free trial;
- (iv) No charges are imposed on consumers during the free trial period;
- (v) No charges are imposed on consumers after the free trial period without the consumer's express consent to the amount and the date of the charge to their credit or debit card accounts; and
- (vi) Defendants comply with 10 M.R.S.A. § 1210.

(D) Advertising, packaging, labeling, promoting, offering for sale, selling, or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Risk-Free Trial" unless:

(i) The terms and conditions of the Risk Free Trial, including but not limited to the refund policy, are clearly and conspicuously posted in all written advertising materials and clearly explained to consumers responding to media advertising of any product or service offered;

(ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the Risk Free Trial;

(iii) No additional charges are imposed on consumers during the Risk Free Trial period; and

(iv) Defendants comply with 10 M.R.S.A. § 1210.

(E) Charging any consumer's credit card account for purposes that were not knowingly or affirmatively authorized by the consumer.

(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.

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

(H) Defendants shall record all consumer express consents and disclosures that are required by this Consent Decree and Order and make the recordings available to the Attorney General upon request in a format specified by the Attorney General.

III. CIVIL PENALTIES

6. Defendants represent to the Court that all requests for refunds from consumers who purchased Prolific Systems hair loss products have been paid to date.

7. Pursuant to 5 M.R.S.A. § 209, Defendants Michael R. Loconte and MRL Telnet, Inc. shall pay a civil penalty of \$1,000 within ninety days of execution of this Consent Decree and Order.

V. RETENTION OF JURISDICTION

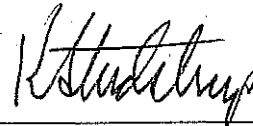
8. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Decree and Order to apply to the Court at any time for further order and directions as may be necessary or appropriate for the modification, construction, enforcement or execution of this Consent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

VI. EFFECTIVE DATE

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

Dated:

5/22/08



Justice, Maine Superior Court

ATTENTION
ATTORNEY

Thomas J. Casper
Deputy Attorney General
COURT HOUSE

WE CONSENT:

Dated: 1/24/05

G. STEVEN ROWE
ATTORNEY GENERAL



Linda J. Conti
Maine Bar No. 3638
Carolyn A. Silsby
Maine Bar No. 3030
Assistant Attorneys General
Office of Attorney General
6 State House Station
Augusta, ME 04333-0006
Tel. (207) 626-8800

ATTORNEYS FOR THE STATE OF MAINE

Dated: December 19, 2004



Edward Titcomb, Esq.
Maine Bar No. 2048
Titcomb, Marass, Flaherty & Knight, LLC
4 Washington Street, Room 201
P.O. Box 311
Sanford, ME 04073-0311

ATTORNEY FOR MRL TELNET, INC.
AND MICHAEL R. LOCONTE

Michael R. Loconte acknowledges that he is a principal in MRL Telnet, Inc. and by his signature he further acknowledges that the provisions of this Consent Decree and Order bind the above-referenced entity and him individually.

Dated: 12/13/04



Michael R. Loconte

I. JURISDICTION

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

II. DEFINITIONS

2. A statement is “clear and conspicuous” if it is disclosed in such size, color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies or is necessary to prevent other information from being misleading or deceptive, then the statement must be presented in proximity to that information, in a manner that is readily noticeable, readable, and understandable, and not obscured in any manner. In addition:

- (A) A radio disclosure must be delivered in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (B) A television disclosure must (i) appear in video in a type size, shade and location, and remain on the screen for a sufficient duration, for a consumer to read and comprehend it, and/or (ii) be delivered in audio in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (C) A print or Internet disclosure must appear in a type size, contrast and location sufficient for a consumer to read and comprehend it.

3. “Free Trial Offer” means offering a consumer a sample, introductory package, or limited supply of a product or service without charge for the sample, introductory package, or limited supply of the product or service. An example of a “Free Trial Offer” might be offering a

consumer a 30 day supply of a product at no charge except for shipping costs, but the consumer would continue to receive and be billed for further 30 day supplies unless or until the consumer affirmatively cancels the order.

4. "Risk Free Trial" means offering a consumer the opportunity to return a product or cancel a service within an express, clearly defined period of time after the consumer has purchased the product or service. An example of a "Risk Free Trial" might be offering a consumer a 30 day supply of a product, billing the consumer's credit card, shipping the product to the consumer and the consumer has the ability to return the product within 30 days of receipt if the consumer is not satisfied with the product or service.

III. INJUNCTION

5. Pursuant to 5 M.R.S.A. § 209 and M.R. Civ. P. 65, Tangent Group, LLC, Prolific Systems, LLC, and Andrew R. Holman, 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 manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of the product known as Prolific Systems or any other product designed to "cure" or reduce baldness or hair loss that:

- (i) Such product is guaranteed to regrow new hair;
- (ii) Such product is new or unique or contains a new or unique ingredient;
- (iii) Such product causes or assists in causing rapid hair growth;

- (iv) Such product is so effective that it was awarded a U.S. patent;
- (v) Such product has been clinically proven; and that
- (vi) Such product is now available without a prescription.

(B) Violating § 207 of the UTPA in connection with the advertising, packaging, labeling, promoting, offering for sale, sale or distribution of food, drugs, devices, cosmetics or other products, services or programs.

(C) Advertising, packaging, labeling, promoting, offering for sale, selling or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Free Trial Offer" unless:

- (i) The consumer is given a free sample of the product or service;
- (ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the free trial;
- (iii) The consumer is given the option of paying for the shipping of the free trial by check or money order, and is not required to give credit card, debit card or other personal financial information as a condition to receiving the free trial;
- (iii) No charges are imposed on consumers during the free trial period;
- (v) No charges are imposed on consumers after the free trial period without the consumers' express consent to the amount and the date of the charge to their credit or debit card accounts; and
- (vi) Defendants comply with 10 M.R.S.A. § 1210.

(D) Advertising, packaging, labeling, promoting, offering for sale, selling or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Risk-Free Trial" unless:

- (i) The terms and conditions of the Risk Free Trial, including but not limited to the refund policy, are clearly and conspicuously posted in all written advertising materials and clearly explained to consumers responding to media advertising of any product or service offered;
- (ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the Risk Free Trial;
- (iii) No additional charges are imposed on consumers during the Risk Free Trial period; and
- (iv) Defendants comply with 10 M.R.S.A. § 1210.
- (E) Charging any consumer's credit card account for purposes that were not knowingly or affirmatively authorized by the consumer.
- (F) Representing directly or by implication that consumers can receive a refund, through 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.
- (G) Defendants shall record or cause their agents to record all consumer express consents and disclosures that are required by this Consent Decree and Order and make the recordings available to the Attorney General upon request in a format specified by the Attorney General.
- (H) For any business venture in which Defendants sell products or services to the general public, Defendants shall have in place and maintain adequate and effective customer service protocols, including but not limited to the following customer services:

assisting consumers with practical or technical questions about the product or service;
assisting consumers with refunds; and handling and recording consumer complaints.

IV. RESTITUTION, CIVIL PENALTIES AND COSTS

6. Defendants represent to the Court that all consumer requests for refunds from consumers who purchased Prolific Systems' hair loss product to date have been paid.

7. Defendants further agree to honor all requests by consumers for refunds on their purchases of Prolific Systems' hair loss product for a period of one year from the effective date of this Order.

8. Pursuant to 5 M.R.S.A. § 209, Defendants Andrew R. Holman, Tangent Group, LLC, and Prolific Systems, LLC shall pay a civil penalty of \$2,500 within six (6) months of the execution of this Consent Decree and Order.

9. Pursuant to 5 M.R.S.A. § 209, Defendants Andrew R. Holman, Tangent Group, LLC, and Prolific Systems, LLC shall pay the Plaintiff \$2,500 in costs within six (6) months of the execution of this Consent Decree and Order.

V. RETENTION OF JURISDICTION

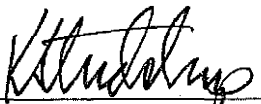
10. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Decree and Order to apply to the Court at any time for further order and directions as may be necessary or appropriate for the modification, construction, enforcement or execution of this Consent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

VI. EFFECTIVE DATE

11. This Order shall be effective immediately upon entry.

IT IS HEREBY ORDERED

Dated: 2/3/05



Justice, Maine Superior Court

WE CONSENT:

Dated: 1/24/05

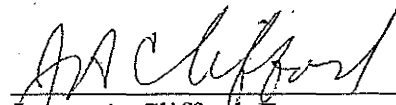
G. STEVEN ROWE
ATTORNEY GENERAL



Linda J. Conti
Maine Bar No. 3638
Carolyn A. Silsby
Maine Bar No. 3030
Assistant Attorneys General
Office of Attorney General
6 State House Station
Augusta, ME 04333-0006
Tel. (207) 626-8800

ATTORNEYS FOR STATE OF MAINE

Dated:

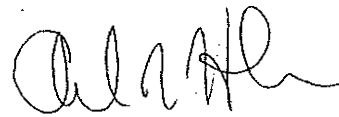


James A. Clifford, Esq.
Maine Bar No. 8630
2 Market Street
Suite 400
Portland, ME 04101

ATTORNEY FOR TANGENT GROUP,
LLC, PROLIFIC SYSTEMS, LLC, AND
ANDREW R. HOLMAN

Andrew R. Holman acknowledges that he is a principal in Tangent Group, LLC and Prolific Systems, LLC 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:



Andrew R. Holman

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-05-30

STATE OF MAINE,)

Plaintiff)

v.)

INQ MARKETING, LLC,)
COREY FRINK,)
CHAD BLANCHETTE,)
TANGENT GROUP, LLC,)
PROLIFIC SYSTEMS, LLC,)
ANDREW R. HOLMAN,)
MRL TELNET, INC., AND)
MICHAEL R. LOCONTE,)

Defendants)

CONSENT DECREE & ORDER
AS AGAINST DEFENDANTS
MRL TELNET, INC. AND
MICHAEL R. LOCONTE

*Formal
action
file*

Plaintiff, State of Maine, filed a Complaint against MRL Telnet, Inc. and Michael R. Loconte ("Defendants"), Tangent Group, LLC, Prolific Systems, LLC, Andrew R. Holman, INQ Marketing, LLC, Corey Frink, and Chad Blanchette, who are not parties to this Consent Decree and Order. Without constituting evidence against, or admission by, Defendants 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

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

II. DEFINITIONS

2. A statement is “clear and conspicuous” if it is disclosed in such size, color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies or is necessary to prevent other information from being misleading or deceptive, then the statement must be presented in proximity to that information, in a manner that is readily noticeable, readable, and understandable, and not obscured in any manner. In addition:

- (A) A radio disclosure must be delivered in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
- (B) A television disclosure must (i) appear in video in a type size, shade and location, and remain on the screen for a sufficient duration, for a consumer to read and comprehend it, and/or (ii) be delivered in audio in a volume, cadence and location sufficient for a consumer to hear and comprehend it;
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consumer a 30 day supply of a product at no charge except for shipping costs, but the consumer would continue to receive and be billed for further 30 day supplies unless or until the consumer affirmatively cancels the order.

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III. INJUNCTION

5. Pursuant to 5 M.R.S.A. § 209 and M.R. Civ. P. 65, MRL Telnet, Inc. and Michael R. Loconte, 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 manufacture, advertising, packaging, labeling, promotion, offering for sale, sale, or distribution of the product known as Prolific Systems, or any other product designed to stop hair loss and "cure" or reduce baldness, that:

- (i) Such product is guaranteed to regrow new hair;
- (ii) Such product is new or unique or contains a new or unique ingredient;
- (iii) Such product causes or assists in causing rapid hair growth;
- (iv) Such product is so effective that it was awarded a U.S. patent;

(v) Such product has been clinically proven; and that

(vi) Such product is now available without a prescription.

(B) Violating § 207 of the UTPA in connection with the advertising, packaging, labeling, promoting, offering for sale, sale, or distribution of food, drugs, devices, cosmetics or other products, services or programs.

(C) Advertising, packaging, labeling, promoting, offering for sale, selling, or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Free Trial Offer" unless:

(i) The consumer is given a free sample of the product or service;

(ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the free trial;

(iii) The consumer is given the option of paying for the shipping of the free trial by check or money order, and is not required to give credit card, debit card or other personal financial information as a condition to receiving the free trial;

(iv) No charges are imposed on consumers during the free trial period;

(v) No charges are imposed on consumers after the free trial period without the consumer's express consent to the amount and the date of the charge to their credit or debit card accounts; and

(vi) Defendants comply with 10 M.R.S.A. § 1210.

(D) Advertising, packaging, labeling, promoting, offering for sale, selling, or distributing food, drugs, devices, cosmetics or other products, services or programs through the use of a "Risk-Free Trial" unless:

(i) The terms and conditions of the Risk Free Trial, including but not limited to the refund policy, are clearly and conspicuously posted in all written advertising materials and clearly explained to consumers responding to media advertising of any product or service offered;

(ii) The consumer is not required to purchase additional products or services or to accept an auto ship plan as a condition for receiving the Risk Free Trial;

(iii) No additional charges are imposed on consumers during the Risk Free Trial period; and

(iv) Defendants comply with 10 M.R.S.A. § 1210.

(E) Charging any consumer's credit card account for purposes that were not knowingly or affirmatively authorized by the consumer.

(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.

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

(H) Defendants shall record all consumer express consents and disclosures that are required by this Consent Decree and Order and make the recordings available to the Attorney General upon request in a format specified by the Attorney General.

III. CIVIL PENALTIES

6. Defendants represent to the Court that all requests for refunds from consumers who purchased Prolific Systems hair loss products have been paid to date.

7. Pursuant to 5 M.R.S.A. § 209, Defendants Michael R. Loconte and MRL Telnet, Inc. shall pay a civil penalty of \$1,000 within ninety days of execution of this Consent Decree and Order.

V. RETENTION OF JURISDICTION

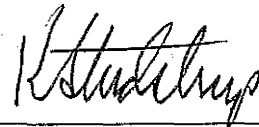
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VI. EFFECTIVE DATE

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

Dated:

5/22/05



Justice, Maine Superior Court

ATTEST

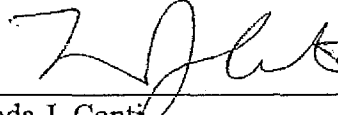
Court Clerk

WE CONSENT:

Dated:

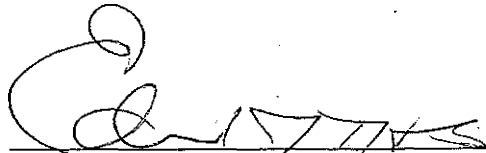
1/24/05

G. STEVEN ROWE
ATTORNEY GENERAL



Linda J. Conti
Maine Bar No. 3638
Carolyn A. Silsby
Maine Bar No. 3030
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ATTORNEYS FOR THE STATE OF MAINE



Edward Titcomb, Esq.
Maine Bar No. 2048
Titcomb, Marass, Flaherty & Knight, LLC
4 Washington Street, Room 201
P.O. Box 311
Sanford, ME 04073-0311

ATTORNEY FOR MRL TELNET, INC.
AND MICHAEL R. LOCONTE

Dated:

December 14, 2004

Michael R. Loconte acknowledges that he is a principal in MRL Telnet, Inc. and by his signature he further acknowledges that the provisions of this Consent Decree and Order bind the above-referenced entity and him individually.

Dated:

12/13/04



Michael R. Loconte