

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-04-

COMPLAINT
(Injunctive Relief Requested)

1. The Attorney General brings this action in the name of the State of Maine pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A to 214.

2. Plaintiff State of Maine (the "State") is a sovereign state.
3. Defendant Integra Direct, LLC, is now, or was formerly, a Maine limited liability company having a principal place of business in Brewer, Maine.
4. Defendant Infinity Marketing, LLC, is now, or was formerly, a Maine

limited liability company having a principal place of business in Scarborough, Maine.

5. Defendant Vincent Wank is now, or was formerly, a resident of Orrington, Maine, and a member/manager of Integra Direct, LLC, and Infinity Marketing, LLC.

6. Defendant Gregory Fletcher is now, or was formerly, a resident of Scarborough, Maine, and a member/manager of Infinity Marketing, LLC.

JURISDICTION AND VENUE

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

8. Venue is properly laid in this county pursuant to 5 M.R.S.A. § 209.

STATUTORY BACKGROUND

9. Pursuant to 5 M.R.S.A. § 207, “unfair or deceptive acts or practices in the conduct of any trade or commerce are . . . unlawful.”

10. Pursuant to 5 M.R.S.A. § 209:

Whenever the Attorney General has reason to believe that any person is using or is about to use any method, act or practice declared by section 207 to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by temporary or permanent injunction the use of such method, act or practice and the court may make such orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of such unlawful method, act or practice, any moneys or property, real or personal, which may have been acquired by means of such method, act or practice. . . .

11. Pursuant to 5 M.R.S.A. § 209, each violation of 5 M.R.S.A. § 207 that results from intentional and unfair or deceptive conduct is a civil violation for which a civil penalty of up to \$10,000 may be adjudged.

FACTS

Count I

12. Since at least January 1, 2002, Defendants advertised, promoted, offered for sale, sold, and distributed a purported weight-loss product called Slimpatch to consumers throughout the United States, using advertisements in newspapers and magazines.

13. The advertisements that Defendants disseminated or caused to be disseminated to induce consumers to purchase Slimpatch include, but are not necessarily limited to, the advertisement attached hereto as Exhibit A. This advertisement contains the following statements and depictions, among others:

Do You Want To Lose Weight? **NOW YOU CAN!**
Lose From 2-5 Pounds a Week! Safely! Your
Satisfaction is Guaranteed!

Finally, a weight loss formula, with all natural herbal ingredients that work, and all in a discreet little patch! Until now, the only way to lose weight was to exercise, diet, or to take a pill. Not any more!

The **Slimpatch** is simple to use, just apply a patch a day! It's that easy! You will see results your very first week! So call today, and join the thousands of satisfied customers from around the world who use the Slimpatch. You won't be disappointed!

"I have tried just about everything . . . diets, shakes, pills . . . this is so simple . . . in 3 weeks I have lost 18 lbs! . . . It's amazing!"

Over 95% More Effective Than Many Other
Weight Loss Programs. All Natural Ingredients. Easy
to Use. Safe.

**Call Now To Try Slimpatch Risk Free For 30
Days!**

(Emphasis in original).

14. In addition, the Slimpatch telemarketing script, a copy of which is
attached hereto as Exhibit B, contains the following statements and depictions,
among others:

How much weight do you want to lose
_____? That's No problem. . . We can definitely
help! **Many people have lost** 10-12 lbs/month with
SlimPatch. And **at that rate** you **could** have the
weight off in just _____ to _____ months! **Would you
be happy with that?**

But the key to your success with this product is
that you **have to put on a new patch every 24 hours
and drink several glasses of water each day to help
clean out your system. Could you do that?** If you
can just do these two things day in and day out,
AGAIN, you **could** have that weight off in just _____ to
_____ months! And there is **No** special diet **OR**
exercise required for this to work, although it is
beneficial. . . Ok?

*And if you think about it _____ [the monthly
cost of Slimpatch is] about the same as you might
expect to pay for a 3-month gym membership. They
usually run \$40-\$50/month. But with a gym
membership it requires a lot of effort and it doesn't
guarantee any weight loss. With SlimPatch it requires
almost no effort and **guarantees** 10-12 lbs of weight
loss in the first month alone.*

I do want to emphasize one last time _____
that all you need to do to succeed with this is change
your patch every day and drink a little extra water.
ANYONE CAN DO IT!

But we still give you a full 30-day **unconditional** money-back guarantee in writing. So you have a month to try it. Bottom line . . . _____ if you're not losing at least 2-3 pounds/week with SlimPatch, we don't expect you to pay for it. Simply call Cst. Svc. for a full product refund No Questions Asked.

(Emphasis in original).

15. Through the means described in paragraphs 13 and 14, including through the statements and depictions contained in Exhibits A and B, Defendants represented, expressly or by implication, that:

- a. Slimpatch causes rapid and substantial weight loss without the need to reduce caloric intake or increase exercise;
- b. Slimpatch enables users to lose as much as six pounds a week over multiple weeks and months without the need to reduce caloric intake or increase exercise;
- c. Slimpatch works for all overweight users; and
- d. Slimpatch causes permanent weight loss.

16. In truth and in fact:

- a. Slimpatch does not cause rapid and substantial weight loss without the need to reduce caloric intake or increase exercise;
- b. Slimpatch does not enable users to lose as much as six pounds a week over multiple weeks and months without the need to reduce caloric intake or increase exercise;
- c. Slimpatch does not work for all overweight users; and
- d. Slimpatch does not cause permanent weight loss.

17. Therefore, Defendants' making of the representations set forth in paragraphs 13 and 14 constitutes deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

18. Defendants' conduct as described in this count was intentional.

Count II

19. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 18 of this complaint.

20. Through the means described in paragraphs 13 and 14, including through the statements and depictions contained in Exhibits A and B, Defendants represented, expressly or by implication, that they possessed and relied upon a reasonable basis that substantiated the representations at the time the representations were made.

21. In truth and in fact, Defendants did not possess and rely upon a reasonable basis that substantiated the representations described in paragraphs 13 and 14 at the time the representations were made.

22. Therefore, Defendants' making of the representations described in paragraphs 13 and 14 constitutes deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

23. Defendants' conduct as described in this count was intentional.

Count III

24. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 23 of this complaint.

25. Since at least January 1, 2002, Defendants advertised, promoted, offered for sale, sold, and distributed a purported weight-loss product called Bodylite Gel Patch to consumers throughout the United States, using advertisements in newspapers and magazines.

26. The advertisements that Defendants disseminated or caused to be disseminated to induce consumers to purchase Bodylite Gel Patch include, but are not necessarily limited to, the advertisement attached hereto as Exhibit C. This advertisement contains the following statements and depictions, among others:

DO YOU WANT TO LOSE WEIGHT?

BODYLITE 3-Day Gel Patches Are Now
Available In The U.S.A.

Introducing the **BODYLITE GEL PATCH**, the most revolutionary new weight loss aid to hit the U.S. market in years. This unique 3 day patch, developed in Europe, has been helping people all over Europe lose weight. The ingredients of **BODYLITE GEL PATCH** are all natural and safe.

So if you're tired of covering your body rather than showing it off you owe it to yourself to try BODYLITE's 3 day Gel Patch. YOUR SATISFACTION IS GUARANTEED!

Call Now for your Risk Free trial offer!

(Emphasis in original).

27. In addition, the Bodylite Gel Patch package, a copy of the back of which is attached hereto as Exhibit D, contains the following statements and depictions, among others:

Bodylite Gel Patch is made up of a unique two part system. Guaranine is released to melt off excess fat and Citrus Aurantium aims to target stubborn fat deposits. This revolutionary Gel Patch system contains 3 times more Fucus Vesiculosus to last over 72 hours instructing your body's metabolism to burn off excess weight naturally.

Fucus Vesiculosus is a recognised appetite suppressant and with the addition of Citrus Aurantium to aid digestion and replenish lost vitamins, this further enhances the effectiveness of the patch. For centuries Guaranine has been used in the east to reduce fats. This new, thicker, faster and potent Gel Patch has been carefully developed to maximise the fat eliminating power in each 2 part system.

Should you, your friends or family notice your rate of weight loss is too rapid, discontinue use for 1-2 days then continue as normal.

28. Through the means described in paragraphs 26 and 27, including through the statements and depictions contained in Exhibits C and D, Defendants represented, expressly or by implication, that:

- a. Bodylite Gel Patch causes rapid and substantial weight loss;
- b. Bodylite Gel Patch works for all overweight users;
- c. Bodylite Gel Patch causes permanent weight loss; and
- d. Bodylite Gel Patch is a "revolutionary new weight loss aid."

29. In truth and in fact:

a. Bodylite Gel Patch does not cause rapid and substantial weight loss;

b. Bodylite Gel Patch does not work for all overweight users; and

c. Bodylite Gel Patch does not cause permanent weight loss; and

d. Bodylite Gel Patch is not a “revolutionary new weight loss aid.”

30. Therefore, Defendants’ making of the representations set forth in paragraphs 26 and 27 constitutes deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

31. Defendants’ conduct as described in this count was intentional.

Count IV

32. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 31 of this complaint.

33. Through the means described in paragraphs 26 and 27, including through the statements and depictions contained in Exhibits C and D, Defendants represented, expressly or by implication, that they possessed and relied upon a reasonable basis that substantiated the representations at the time the representations were made.

34. In truth and in fact, Defendants did not possess and rely upon a reasonable basis that substantiated the representations described in paragraphs 26 and 27 at the time the representations were made.

35. Therefore, Defendants' making of the representations described in paragraphs 26 and 27 constitutes deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

36. Defendants' conduct as described in this count was intentional.

Count V

37. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 36 of this complaint.

38. Through the means described in paragraphs 13 and 26 above, including through the statements and depictions contained in Exhibits A and C, Defendants represented, expressly or by implication, that Slim Patch and Bodylite Gel Patch carried money-back guarantees and that consumers could return either product within a specified time to receive a full refund within a reasonable period of time.

39. 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 honor money-back guarantees or failed to provide refunds within a reasonable period of time.

40. Defendants' failure to honor money-back guarantees and failure to provide refunds to consumers within a reasonable time constitute deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

41. Defendants' conduct as described in this count was intentional.

Count VI

42. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 41 of this complaint.

43. Through the means described in paragraphs 13 and 26 above, including through the statements and depictions contained in Exhibits A and C, Defendants directed consumers to call a toll-free telephone number to place their orders, which were typically paid for by credit card.

44. In numerous instances, Defendants billed consumers' credit card accounts for other charges that were not knowingly or affirmatively authorized by the consumers.

45. Defendants' billing of consumers' credit card accounts for charges that were not knowingly or affirmatively authorized by the consumers constitutes deceptive acts or practices, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

46. Defendants' conduct as described in this count was intentional.

Count VII

47. The State repeats, realleges, and incorporates herein by reference paragraphs 1 through 46 of this complaint.

48. The Slimpatch telemarketing script, a copy of which is attached hereto as Exhibit B, contains the following statements and depictions, among others:

Now as far as the cost. You called at a good time. TODAY we're running a GREAT promotion, where if you buy a 2-month supply of SlimPatch you get 1-month **FREE!** So you get a full 3-month supply and that **could be** enough to lose UP TO 30 lbs or more for just \$139.95. That breaks down to ONLY \$46/month (about \$1.50/day).

(Emphasis in original).

49. Through the means described in paragraph 48, including through the statements and depictions contained in Exhibit B, Defendants represented, expressly or by implication, that Defendants were offering a limited-time reduction in price to consumers who agreed to purchase their products on the same day that the consumers called.

50. In truth and in fact, Defendants did not offer a limited-time reduction in price to consumers who agreed to purchase their products on the same day that the consumers called.

51. Therefore, Defendants' making of the representations set forth in paragraph 48 constitutes deceptive acts or practices in the conduct of trade or commerce, in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207.

52. Defendants' conduct as described in this count was intentional.

RELIEF REQUESTED

Accordingly, the State requests that this Court:

- A. Declare that Defendants have violated 5 M.R.S.A. § 207;
- B. Declare that each violation of 5 M.R.S.A. § 207 by Defendants

resulted from intentional and unfair or deceptive conduct on their parts;

C. Pursuant to 5 M.R.S.A. § 209, issue a permanent injunction enjoining Defendants and 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:

(1) offering for sale, selling, advertising, promoting, or distributing Slimpatch, Bodylite Gel Patch, or any other weight-loss product; and

(2) violating the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, in connection with the offer, sale, advertising, promotion, or distribution of any food, drugs, dietary supplements, devices, cosmetics, or other products, services, or programs.

D. Pursuant to 5 M.R.S.A. § 209 and the Court's own equitable powers, award such equitable relief as the Court deems necessary to redress injury to consumers resulting from Defendants' violations of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, including, without limitation, restitution;

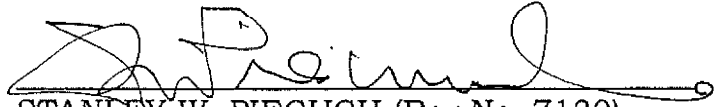
E. Pursuant to 5 M.R.S.A. § 209, order Defendants to pay a civil penalty of up to \$10,000 for each intentional violation of 5 M.R.S.A. § 207;

F. Pursuant to 5 M.R.S.A. § 209 and 14 M.R.S.A. § 1522(1)(A), order Defendants to pay to the State its costs of the investigation and suit, including its attorney's fees; and

G. Grant such other and further relief as the Court deems just and proper.

DATED at Augusta, Maine, this ~~21~~ day of November, 2004.

G. STEVEN ROWE
Attorney General

A handwritten signature in black ink, appearing to read 'Stanley W. Piecuch', written over a horizontal line.

STANLEY W. PIECUCH (Bar No. 7130)
Assistant Attorney General
6 State House Station
Augusta, Maine 04333-0006
(207) 626-8818

Attorneys for State of Maine

Do You Want To Lose Weight?

NOW YOU CAN!

**Lose From 2-5 Pounds a Week! Safely!
Your Satisfaction Is Guaranteed!**



The Original Slimpatch™ Herbal Patches Are Now Available In The U.S.A.

Introducing the Slimpatch™, developed in Europe and now available to the general public in the U.S.A. Finally, a weight loss formula, with all natural herbal ingredients that work, and all in a discreet little patch! Until now, the only way to lose weight was to exercise, diet, or to take a pill. Not any more!

The Slimpatch™ is simple to use, just apply a patch a day! It's that easy! You will see results your very first week! So call today, and join the thousands of satisfied customers from around the world who use the Slimpatch™. You won't be disappointed! Call Now!

Here is what some of our customers from around the world are saying:

"I have tried just about everything...diets, shakes, pills... this is so simple...in 3 weeks I have lost 18 lbs! ...It's amazing!"

- Dirk- Sydney, Australia

"I can't believe how fast and easy I lost 36lbs... it's been months since I have been able to wear my jeans."

*- Sandra- Yorkshire, England
(She had a baby boy!)*

- Over 95% More Effective Than Many Other Weight Loss Programs
- All Natural Ingredients
- Easy To Use • Safe

Call Now To Try Slimpatch™ Risk Free For 30 Days!

Call Now 1-800-240-0484

• Ask How To Receive A 30-DAY Supply Absolutely FREE •

EXHIBIT

A

PERCADO-Byrdine, M. J.

SlimPatch (1-month FREE)

4-5 minutes



Greeting: Thank you for calling the SlimPatch Order Line. My name is _____, and what's your first name? What state are you calling from today? I want you to know right up front _____, that my job is just to explain a little bit more about the product and the cost. Then of course you'll have an opportunity to try it with the guarantee...OK?

Need: How much weight do you want to loose _____? That's No problem... We can definitely help! **Many people have lost 10-12 lbs/month with SlimPatch. And at that rate you could have the weight off in just ___ to ___ months!**

Would you be happy with that?
Are you familiar with how patches work, have you heard of the Nicotine Patch? You may have noticed that many medications are using patches right now. Things like Estrogen, Birth control, Nitroglycerin and Testosterone. You name it, they're going to patches.

The reason for that is because with a pill the medication has to be digested so it gets diluted. You may absorb as little as 5% of the active ingredient. But with a patch it goes directly through your skin into your bloodstream. So you can absorb closer to 95%. It's a much more effective delivery method for medication and it is also more gentle on your system. Do you follow me so far?

Solution: You apply the SlimPatch just like a Band-Aid. You put it on a high circulation area, like the inside of your arm or the top of your foot. You have several choices with that. But the key to your success with this product is that you **have to put on a new patch every 24 hours and drink several glasses of water each day to help clean out your system. Could you do that?**

If you can just do these two things day in and day out, **AGAIN**, you **could** have that weight off in just ___ to ___ months! And there is **No** special diet **OR** exercise required for this to work, although it is beneficial...Ok?

Benefits: SlimPatch has been on the market for about 3 years. It has been thoroughly tested and proven effective. In a recent Case Study most people lost 1-7 lbs in the first week alone. So you should see results right away.

The active ingredient in SlimPatch is a Natural Appetite Suppressant derived from Sea Kelp (Northern Atlantic sea weed). There's no Muhuang (Mauwong) or Ephedrine (Efedrine). No shakes or jitters. NO drugs, Chemicals or harsh Stimulants. So it's very safe for you to use...Ok?

SlimPatch is basically designed to make you feel fuller FASTER. So you can still enjoy the foods you love, you just don't feel the need to eat as much of them.

Obviously _____ if you're satisfied with smaller portions at mealtime and snacking less in between meals that's going to lead to weight loss...Right!

With SlimPatch you will be adjusting your eating habits and strengthen your metabolism over a period of several months, and that can make it much easier for you to keep the weight off after you stop using it.

So I have good news _____, we don't expect you to buy this from us for the rest of your life. Once you've lost the weight, you will gradually phase off this just as you would that Nicotine Patch. Your body will simply become dependant on less food and you should be able to maintain the weight loss on your own.

So you only have to use this product short term, but the benefits **can** be long term.

And I know that's what you want...Right!

Close: Now as far as the cost. You called at a good time. TODAY we're running a GREAT promotion, where if you buy a 2-month supply of SlimPatch you get 1-month **FREE!** So you get a full 3-month supply and that could be enough to loose **UP TO** 30 lbs or more for JUST \$139.95.

That breaks down to ONLY \$46/month (about \$1.50/day).

(Optional) *And if you think about it _____ that's about the same as you might expect to pay for a 3-month gym membership. They usually run 40-\$50/month. But with a gym membership it requires a lot of effort and it doesn't guarantee any weight loss.*

*With SlimPatch it requires almost no effort and **guarantees** 10-12 lbs of weight loss in the first month alone.*

Or you can save even more with a 6-month supply for JUST \$229.95, because that breaks down to ONLY \$38/month. I do want to emphasize one last time _____ that all you need to do to succeed with this is change your patch every day and drink a little extra water. **ANYONE CAN DO IT!**

But we still give you a full 30-day **unconditional** money-back guarantee in writing. So you have a month to try it.

Bottom line... _____ if you're not loosing at least 2-3 pounds/week with SlimPatch, we don't expect you to pay for it.

Simply call Cst. Svc. for a full product refund No Questions Asked.

And the toll-free # to call if you're not completely satisfied...is 1-888-304-0342.

I usually recommend that people just start out with the 3-month supply so you can see that it does work, because we do give you a discount on reorders if you need more.

Which supply do you think would be more economical for you to **START** with?

DO YOU WANT TO LOSE WEIGHT?



BODYLITE 3-Day Gel Patches

Are Now Available In The U.S.A.

Introducing the **BODYLITE GEL PATCH™**, the most revolutionary new weight loss aid to hit the U.S. market in years. This unique 3 day patch, developed in Europe, has been helping people all over Europe lose weight.

The ingredients of **BODYLITE GEL PATCH™** are all natural and safe.

So if your tired of covering your body rather than showing it off you owe it to yourself to try BODYLITE's 3 day Gel Patch.

YOUR SATISFACTION IS GUARANTEED!

Call Now for your Risk Free trial offer!

1-888-459-6541

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STIPULATED FINAL JUDGMENT
AND ORDER AS AGAINST
DEFENDANTS INTEGRA DIRECT,
LLC; INFINITY MARKETING, LLC;
AND VINCENT WANK

Plaintiff State of Maine having filed a Complaint against Defendants Integra Direct, LLC; Infinity Marketing, LLC; Vincent Wank (collectively, "Defendants"), and Gregory Fletcher, and Defendants having consented to the entry of this Stipulated Final Judgment and Order ("Order") as against themselves only, without trial or adjudication of any issue of fact or law, and without this Order constituting any evidence against or admission by Defendants, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

JURISDICTION

The Court has jurisdiction over the State and Defendants and over the subject matter of this action. The Complaint states a claim for relief under the Maine Unfair Trade Practices Act, specifically 5 M.R.S.A. § 207.

INJUNCTIVE RELIEF

Pursuant to 5 M.R.S.A. § 209, Defendants, their successors and assigns, officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order, are hereby permanently enjoined from:

(1) Offering for sale, selling, advertising, promoting, or distributing Slimpatch or Bodylite Gel Patch;

(2) Offering for sale, selling, advertising, promoting, or distributing any other weight-loss product by any means or method that does not fully comply with all applicable Federal and State laws, regulations, and guidelines, including, without limitation, representing directly or by implication that such product will:

(a) Cause weight loss of two pounds or more a week for a month or more without dieting or exercise;

(b) Cause substantial weight loss no matter what or how much the consumer eats;

(c) Cause permanent weight loss (even when the consumer stops using the product);

- (d) Block the absorption of fat or calories to enable consumers to lose substantial weight;
 - (e) Safely enable consumers to lose more than three pounds per week for more than four weeks;
 - (f) Cause substantial weight loss for all users; and
 - (g) Cause substantial weight loss by wearing it on the body or rubbing it into the skin;
- (3) Offering for sale, selling, advertising, promoting, or distributing food, drugs, dietary supplements, devices, cosmetics or any other products, services, or programs through the use of a "risk-free trial" unless:
- (a) The terms and conditions of the risk-free trial, including, without limitation, the refund policy and the date on which the risk-free trial ends, 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;
 - (b) The consumer is not required to purchase additional products or services or accept an auto-ship plan as a condition for receiving the risk-free trial;
 - (c) No additional charges are imposed on consumers during the risk-free trial period; and
 - (d) Defendants comply with 10 M.R.S.A. § 1210;

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

(5) 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; and

(6) Otherwise violating the Maine Unfair Trade Practices Act in connection with the offer, sale, advertising, promotion, or distribution of any food, drugs, dietary supplements, devices, cosmetics, or any other products, services, or programs.

MONETARY RELIEF

Pursuant to 5 M.R.S.A. § 209, Defendants shall pay to the State restitution in the amount of \$6,500 and civil penalties in the amount of \$4,000, for a total payment of \$10,500. Defendants shall deliver this payment to the Attorney General upon the parties' execution of this Order.

RETENTION OF JURISDICTION


The Court shall retain jurisdiction for the purpose of enabling any party to this Order to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction, modification, or enforcement of this Order. Each and every violation of this Order shall be treated as a separate contempt hereof subject to the civil penalties set forth in 5 M.R.S.A. § 209.

EFFECTIVE DATE

This Order shall be effective immediately upon its entry.

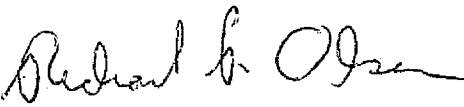
G. STEVEN ROWE
Attorney General

DATED: 1/27/05


STANLEY W. PIECUCH (Bar No. 7130)
Assistant Attorney General
6 State House Station
Augusta, Maine 04333-0006
(207) 626-8800

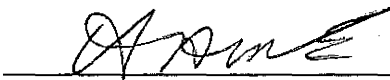
Attorneys for Plaintiff State of Maine

DATED: 1/21/05


RICHARD P. OLSON (Bar No. 7275)
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P.O. Box 449
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(207) 871-7159

Attorney for Defendants Integra Direct,
LLC; Infinity Marketing, LLC; and Vincent
Wank

DATED: 1-17-05


VINCENT WANK, individually and as a
principal of Integra Direct, LLC, and
Infinity Marketing, LLC

ORDER

It is hereby ORDERED, ADJUDGED, and DECREED as set forth above.

DATED: _____

2/4/05

[Signature]

Justice, Superior Court

STATE OF MAINE
KENNEBEC, ss.

RECEIVED AND FILED
KENNEBEC SUPERIOR COURT

SUPERIOR COURT
CIVIL ACTION
Docket No. CV-04-254

2004 NOV 17 A 10:08

STATE OF MAINE,

Plaintiff,

v.

INTEGRA DIRECT, LLC,

INFINITY MARKETING, LLC,

VINCENT WANK,

and

GREGORY FLETCHER,

Defendants.

STIPULATED FINAL JUDGMENT
AND ORDER AS AGAINST
DEFENDANT GREGORY FLETCHER

Plaintiff State of Maine having filed a Complaint against Defendants Integra Direct, LLC; Infinity Marketing, LLC; Vincent Wank, and Gregory Fletcher, and Mr. Fletcher having consented to the entry of this Stipulated Final Judgment and Order ("Order") as against himself only, without trial or adjudication of any issue of fact or law, and without this Order constituting any evidence against or admission by Mr. Fletcher, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

JURISDICTION

The Court has jurisdiction over the State and Mr. Fletcher and over the subject matter of this action. The Complaint states a claim for relief under the Maine Unfair Trade Practices Act, specifically 5 M.R.S.A. § 207.

INJUNCTIVE RELIEF

Pursuant to 5 M.R.S.A. § 209, Mr. Fletcher, his successors and assigns, officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order, are hereby permanently enjoined from:

(1) Offering for sale, selling, advertising, promoting, or distributing Slimpatch, Bodylite Gel Patch, or any other weight-loss product; and

(2) Violating the Maine Unfair Trade Practices Act in connection with the offer, sale, advertising, promotion, or distribution of any food, drugs, dietary supplements, devices, cosmetics, or other products, services, or programs.

Also pursuant to 5 M.R.S.A. § 209, Mr. Fletcher, his successors and assigns, officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order, are hereby further enjoined from engaging in any telemarketing, that is, any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones, for a period of five (5) years after the effective date of this Order.

MONETARY RELIEF

Pursuant to 5 M.R.S.A. § 209, Mr. Fletcher shall pay to the State restitution in the amount of \$6,000 and civil penalties in the amount of \$4,000, for a total payment of \$10,000. Mr. Fletcher shall deliver this payment to the Attorney General upon the parties' execution of this Order.

RIGHT TO REOPEN

The State's agreement to this Order, requiring that Mr. Fletcher be liable for less than the full amount of restitution, civil penalties, and costs, is expressly premised on the truthfulness and accuracy of his e-mail correspondence to the Attorney General's Office dated November 5, 2004, relative to his financial condition. If, upon motion by the State, the Court finds that Mr. Fletcher has materially misrepresented his financial condition, the Court shall enter judgment against him in the amount of \$45,146, less any payment previously made under the preceding paragraph, which amount would be rendered immediately due and payable.

RETENTION OF JURISDICTION

The Court shall retain jurisdiction for the purpose of enabling either party to this Order to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction, modification, or enforcement of this Order. Each and every violation of this Order shall be treated as a separate contempt hereof subject to the civil penalties set forth in 5 M.R.S.A. § 209.

EFFECTIVE DATE

This Order shall be effective immediately upon its entry.

G. STEVEN ROWE
Attorney General

DATED: 11/12/04



STANLEY W. PIECUCH (Bar No. 7130)
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Attorneys for Plaintiff State of Maine

DATED: 12/12/04



GREGORY FLETCHER
9 Winding Way
Scarborough, Maine 04074
(207) 885-1433

Defendant

ORDER

It is hereby ORDERED, ADJUDGED, and DECREED as set forth above.

DATED: Nov. 22, 2004



Justice, Superior Court