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I. INTRODUCTION

Plaintiff Federal Trade Commission ("Commission") respectfully seeks an Order to Show Cause why defendants Enforma Natural Products, Inc. ("Enforma") and Andrew Grey ("Grey") and non-defendant Enforma Vice President Michael Ehrman ("Ehrman") should not be held in civil contempt for violating the Stipulated Final Order and Settlement of Claims for Monetary Relief as to Defendants Enforma Natural Products, Inc. and Andrew Grey (the "Order"), entered by the Court on May 11, 2000 (attached as Exhibit 1to the Declaration of David P. Frankel) in connection with their systematic and ongoing violations of the Order.

packaging, labeling, advertisements and promotions containing any unsubstantiated claims encompassed by the Order are not distributed, offered for sale or sold; (5) provide to the Commission full and complete answers to all outstanding discovery requests, including deposition testimony, to all questions concerning the advertising, promotion, offering for sale and sale of and revenues derived from the Enforma System, Fat Trapper, Fat Trapper Plus and Exercise In A Bottle outside of the United States after May 11, 2000; and (6) compensate the Commission for its expenses in bringing and pursuing this application. A proposed order to show cause is lodged with this application.

II. STATEMENT OF FACTS

A. PROCEDURAL HISTORY AND PERMANENT INJUNCTION

Enforma broadcast two infomercials for its weight loss products Fat Trapper Enf”ubstantiated

in consumer redress. The Order prohibits Enforma and Grey from making unsubstantiated claims in the future and requires them to disclose in advertising that dieting and/or exercise are required to lose weight.

Paragraph I of the Order prohibits defendants (and those in active concert or participation with defendants) from representing, without competent and reliable scientific substantiation, that the Enforma System (or its components): (1) enables consumers to lose weight, avoid weight gain or maintain weight loss without the need for a restricted calorie diet or exercise; (2) prevents the absorption of fat in the human body; (3) increases metabolism at the cellular level, burns sugar or carbohydrates before they turn to fat, or burns off fat already in the human body; or (4) enables consumers to lose weight even if consumers eat foods high in fat, including fried chicken, pizza, cheeseburgers, butter, and sour cream. This provision of the Order specifically prohibits such claims that may be made "through the use of the names 'Fat Trapper,' 'Fat Trapper Plus,' and 'Exercise In A Bottle'":

I.

IT IS HEREBY ORDERED that defendants, directly or through any corporation, partnership, subsidiary, division, or other device, and their officers, agents, servants, employees and attorneys, and all other persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale or distribution of the Enforma System, Fat Trapper, Fat Trapper Plus, or Exercise In A Bottle, or any other product, service or program in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, including through the use of the names "Fat Trapper," "Fat Trapper Plus," and "Exercise In A Bottle," that such product, service or program:

A. Enables consumers to lose weight, avoid weight gain or maintain weight loss without the need for a restricted calorie diet or exercise;

B. Prevents the absorption of fat in the human body;

C. Increases metabolism at the cellular level, burns sugar or carbohydrates before they turn to fat, or burns off fat already in the human body; or

D. Enables consumers to lose weight even if consumers eat foods high in fat, including fried chicken, pizza, cheeseburgers, butter, and sour cream,

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

Paragraph III of the Order prohibits the dissemination of express or implied representations concerning weight loss benefits, performance, or efficacy of defendants' products without competent and reliable scientific evidence substantiating these representations:

III.

IT IS FURTHER ORDERED that defendants, directly or through any corporation, partnership, subsidiary, division, or other device, and their officers, agents, servants, employees, and attorneys, and all other persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of the Enforma System, Fat Trapper, Fat Trapper Plus, or Exercise In A Bottle; or any other food, dietary supplement, drug, device; or weight loss product, service, or program; in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, about the health or weight loss benefits, performance, safety, or System6nner, em2s made, defendants possess and

[1] The Order also required defendants to pay $10 million as consumer redress over six months. These payments were made in a timely manner. The

of its receipt. Ehrman has responsibility for creating and developing advertising for the company's products and he reviews substantiation for such advertisements.

B. DEFENDANTS' AND EHRMAN'S POST-ORDER CONDUCT

After entry of the Order on May 11, 2000, Enforma, Grey and Ehrman have continued to offer for sale and sell the Enforma System, Fat Trapper Plus and Exercise In A Bottle through retail stores, the company's continuity program, and the Internet. They have also continued to make numerous representations for those products on the Internet, product packaging, television commercials and elsewhere. For example, a 3 minute, 30 second infomercial that appeared on Enforma's official website beginning May 12, 2000, one day

- "Exercise In a Bottle helps your body use sugar and carbohydrates as fuel for metabolism." (Exh. 2 at 4.)
- "So, you trap the fat with Fat Trapper, use up the sugar and carbohydrates faster with Exercise In A Bottle and you can regain the freedom to eat your favorite foods." (Exh. 2 at 7.)
- "We know that the Enforma System works because the ingredients are backed by years of scientific studies including clinical trials." (Exh. 2 at 7.)
- "And we know the Enforma System works because millions of consumers have purchased the system and have lost 10, 20, 30, 40, 50, even 100 pounds." (Exh. 2 at 8.)

At the time this infomercial was available for viewing on Enforma's web site, the packaging of each bottle of Fat Trapper Plus and Exercise In A Bottle and commercials running on television also made similar sweeping claims about the products:

- Fat Trapper Plus "[r]educes calorie intake from fat." (Exh. 3.)
- "We all know how hard it is to change eating habits when it comes to eating fatty food, the habit is just about impossible to break. That's why we invented all natural FAT TRAPPER PLUS™, designed to reduce the amount of fat our bodies can absorb from the foods we love." (Exh. 3.)
- "Do you dream about eating wonderful fat filled foods? Stop dreaming and take FAT TRAPPER PLUS™. All natural FAT TRAPPER PLUS™ binds and entraps fat, reducing the amount of fat the body absorbs. This results in an effective way to reduce calories from fat." (Exh. 4.)
- "Clinical studies indicate that FAT TRAPPER PLUS™ absorbs some of the fat from high fat foods." (Exh. 4.)
- Fat Trapper Plus is "**CLINICALLY PROVEN TO ABSORB FAT**" (Exh. 4.) (emphasis in original)

that the product traps fat in fatty foods, implying that consumers can continue to eat high calorie and fatty foods and still lose weight:

- "TRAP THE FAT" (Exhs. 5, 7.)
- "Fat Trapper's main ingredient has been shown to trap some of the fat in the foods you love." (Exhs. 5, 7.)
- "Studies indicate that the main ingredient in Fat Trapper Plus™ traps some of the fat in the foods you love." (Exhs. 5, 7.)

In addition, of course, the trade name "Fat Trapper Plus" has all along made an express claim that the product traps fat in humans when taken at the recommended dose, and the name "Exercise In A Bottle" has represented that it provides some of the health, weight loss or weight management benefits of exercise when taken at the recommended dose.

Although defendants have submitted volumes of purported substantiation, they have not provided any *competent and reliable evidence* to support the claims made above, and therefore are in contempt of court for their actions in advertising and promoting Fat Trapper Plus and Exercise In A Bottle.

III. LEGAL ARGUMENT

Courts possess the inherent authority to enforce compliance with their orders through civil contempt. *See, e.g., Gunn v. University Committee to End War*, 399 U.S. 383, 389, 90 S. Ct. 2013, 2016-17, 26 L. Ed. 2d 684, 688-89 (1970); *Shillitani v. United States*, 384 U.S. 364, 370, 86 S. Ct. 1531, 1535-36, 16 L. Ed. 2d 622, 627 (1966). To establish liability for civil contempt, the plaintiff must show by clear and convincing evidence that the defendant has violated a specific and definite order of the court. *FTC v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999). Clear and convincing evidence requires proof by more than a preponderance of the evidence but less than proof beyond a reasonable doubt. *See, e.g., Bala v. Idaho State Bd. of Corrections*, 869 F.2d 461, 466 (9th Cir.

1989). The burden is on the complainant to demonstrate by clear and convincing

See Exh. 8.[4] As Enforma's Executive Vice President of Sales and Marketing, Ehrman is an agent or employee of defendant Enforma and in active concert or participation with defendants Enforma and Grey with actual notice of the Order and its terms. Thus, he is also bound by the Order.

2. The Order Requires Certain Substantiation And Prohibits Certain Misrepresentations By Defendants And Ehrman

Paragraph I of the Order specifically enjoins defendants and Ehrman from disseminating certain specified express or implied claims unless they possess "competent and reliable scientific evidence that substantiates the representation[s]." Order ¶ I.[5] Paragraph III of the Order enjoins defendants and Ehrman from disseminating express or implied representations concerning weight loss benefits, performance or efficacy of their products, unless they possess "competent and reliable scientific evidence that substantiates the representation[s]." *Id*. ¶ III. Paragraph IV of the Order prohibits defendants and Ehrman from "misrepresenting, in any manner, expressly or by implication, the existence, contents, validity, results, conclusions or interpretations of any test, study, or research." *Id.* ¶ IV.

3. Defendants And Ehrman Failed To Comply With The Order

Defendants and Ehrman have blatantly ignored the core conduct provisions of the Order by continuing to disseminate the Enforma System, Fat Trapper Plus

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[4] Ehrman's "acknowledgment" form was required by Paragraph IX of the Order.

[5] "Competent and reliable scientific evidence" is defined in the Order to mean "tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results." Exh. 1 at 3. Thus studies and reports offered by Enforma as support are not necessarily adequate "substantiation;" they must fit the above criteria of reliability.

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[7] Notably, Enforma, Grey, and Ehrman did not designate an expert to support their claims for Exercise In A Bottle or its main active ingredient, pyruvate. Thus, they have apparently conceded their inability to provide competent and reliable scientific evidence for *any* claim about this product, including the highly dubious assertion that it speeds up the metabolism, "even while resting."

studies contain severe methodological flaws.[8] In others, the statistical analysis was conducted improperly. Dr. Levitsky's declaration, submitted with this application, sets out why the submitted materials do not constitute competent and reliable

[8] In some studies, for example, the authors selected only some of the results for inclusion in the analysis.

c. Enforma has no competent and reliable evidence that the psyllium in Fat Trapper Plus increases chitosan's effectiveness in trapping fat

Although Enforma claimed in its advertising that the psyllium[9] in Fat Trapper Plus increases chitosan's effectiveness in trapping fat, there is no evidence to support this representation. Enforma provided absolutely no substantiation for this claim in response to the Commission's request. Even Dr. Preuss, in his deposition, testified that he could not say whether the psyllium in Fat Trapper Plus helps the chitosan in any way. Exh. 9 at 175:7-22. Indeed, there is no scientific research that

[9] Enforma's ads sometimes refer to psyllium as "an insoluble fiber from plants." In fact, psyllium is actually a soluble fiber. Levitsky Decl., ¶ 57.

times the dosage found in Exercise In A Bottle, which is a mere one gram per day. Levitsky Decl., ¶¶ 58-60. Second, even at these high doses, neither of those studies found that pyruvate had a statistically significant effect on resting metabolism. *Id*. The studies offered are thus not competent and reliable scientific evidence and did not substantiate Enforma's claims. *See id.* Defendants and Ehrman therefore violated Paragraphs I and III of the Order.

e. Enforma has no competent and reliable evidence that the pyruvate in Exercise In A Bottle helps the body use sugar and carbohydrates as fuel for metabolism

Enforma also continues to imply that its product Exercise In a Bottle burns sugar and carbohydrates, presumably before they turn to fat, *e.g.*, "Supports Metabolism." But it offers no support for this claim. The only two studies that even looked at carbohydrate metabolism with pyruvate use found no difference. Levitsky Decl., ¶¶ 61-63. Moreover, both of these studies used dosages of pyruvate far in excess of that found in Exercise In A Bottle. *Id*. If high doses of pyruvate have no effect whatsoever on carbohydrate metabolism, Enforma cannot possibly claim that the minuscule doses in Exercise In A Bottle have an effect. *See id*. Because this claim is not substantiated with competent and reliable scientific evidence, defendants and Ehrman are in violation of Paragraphs I and III of the Order.

f. Enforma has no competent and reliable evidence that its products are more effective when used together

Enforma claimed in its advertising that its products Fat Trapper Plus and Exercise In A Bottle may be more effective when used together, or when used with Enforma's other dietary supplements. There are numerous problems with this claim. First, the claim implies that Fat Trapper Plus and Exercise In A Bottle are effective at all, which has not been established by competent and reliable scientific evidence. *See* Section III.A.3.a-e, *supra*. Second, in response to the Commission's request for substantiation for this claim, Enforma merely provided

documents purporting to demonstrate the properties of each product's ingredients. No evidence was provided to show that the products were "more effective" when used together. Enforma's experts also have not testified that the products are more efficacious when used together. Because these claims constituted unsubstantiated representations about the efficacy of Fat Trapper Plus and Exercise In A Bottle, defendants and Ehrman violated Paragraph III of the Order.

g. Enforma's claim that the Enforma System "works" based on the alleged experience of "millions" of people is not substantiated

Enforma's advertisements also claimed that "the Enforma System works

some of these claims, contempt sanctions are nevertheless available to compensate for injuries incurred during the period in which defendant failed to comply with the Order. *See Cancer Research Inst., Inc. v. Cancer Research Society, Inc.*, 744 F. Supp. 526, 530-31 (S.D.N.Y. 1990). Most of Enforma's unsubstantiated advertising claims were only recently discontinued, while other claims continue to the present. Therefore, as a sanction for defendants' and Ehrman's contempt, the Commission requests that all revenues from the sales of Fat Trapper Plus and Exercise In A Bottle from May 11, 2000 to the date of full Order compliance be turned over to the Commission for consumer redress. This relief represents the ill-gotten gains from consumers' "tainted" purchase decisions, due to unsubstantiated and misleading advertising of the products in the face of a clear court order. *FTC v. Gill*, 2001 WL 1301218, at *12 (C.D. Cal., July 13, 2001), *appeal filed*, Sept. 6, 2001. Where consumers are induced to buy a product through deceptive means, a contempt sanction in the amount of gross sales of the -0.152 D /Fncsp.15pred a

[10] In order to have a complete picture of Enforma's gross revenues, it is necessary to determine where the offending products were advertised and sold and what revenues Enforma derived from those sales. As discussed in greater detail in Section III.C. *infra*, Enforma has stymied the Commission's attempts to obtain this information as it relates to its post-Order advertising and sales outside the United States. Thus, one aspect of the relief the Commission seeks here is an order requiring defendants and Ehrman to provide this necessary discovery.

deceptive claim, and when less restrictive remedies, such as disclosures, are insufficient to eliminate the deception.[11] *See, e.g., Resort Car Rental System, Inc. v. FTC*, 518 F.2d 962, 964 (9th Cir. 1975) (affirming FTC order prohibiting as deceptive use of trade name "Dollar-A-Day" in connection with rental car agency).

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[11] Trade name excision is a longstanding and appropriate remedy to cure consumer injury caused by deceptive trade names. *See, e.g., FTC v. Algoma Lumber Co.*, 291 U.S. 67, 81, 54 S. Ct. 315, 321, 78 L. Ed 655, 664 (1934) (upholding FTC order excising word "white" from trade name "California White Pine" because lumber was made from inferior yellow pine); *Bakers Franchise Corp. v. FTC*, 302 F.2d 258, 262 (3d Cir. 1962) (upholding FTC order excising trade name "Lite Diet" in connection with bread that was lower in calories only because it was sliced thinner than other breads); *Carter Prods., Inc. v. FTC*, 268 F.2d 461, 497-99 (9th Cir. 1959) (upholding FTC order excising word "liver" from trade name, "Carter's Little Liver Pills" because pills were not found to have any effect on liver function); *Gold Tone Studios, Inc. v. FTC*, 183 F.2d 257, 259 (2d Cir. 1950) (upholding FTC order excising trade name "Gold Tone Studios" where photographic finishing process used by company was not the recognized gold tone process); *El Moro Cigar Co. v. FTC*, 107 F.2d 429, 431 (4th Cir. 1939) (upholding FTC order excising word "Havana" from trade name, "Havana Counts" cigars, despite written disclaimer that tobacco came from domestic sources); *FTC v. Army & Navy Trading Co.*, 88 F.2d 776, 780 (D.C. Cir. 1937) (upholding FTC order excising trade name "Army and Navy Trading Co." where few goods sold were army or navy goods); *Marietta Manufacturing Co. v. FTC*, 50 F.2d 641, 642 (7th Cir. 1931) (upholding FTC order excising trade name "Sani-Onyx, a Vitreous Marble" because product contained neither marble nor onyx); *Masland Duraleather Co. v. FTC*, 34 F.2d 733, 737 (3d Cir. 1929) (upholding FTC order excising trade name "Duraleather" because product not made of real leather); *Proctor & Gamble Co. v. FTC*, 11 F.2d 47, 48 (6th Cir. 1926) (upholding portion of FTC order excising word "naphtha" from various soap product trade names containing kerosene, not naphtha); *In re Brake Guard Prods., Inc.*, 1998 F.T.C. LEXIS 184 at *55-58 (Jan. 23, 1998) (barring the use of term "ABS" in connection with a brake product that was not an antilock braking system), *aff'd sub nom Jones v. FTC*, 194 F.3d 1317 (9th Cir. 1999).

In *Continental Wax Corp. v. FTC*, 330 F.2d 475 (2d Cir. 1964), the court affirmed the FTC's decision to bar a company from using the trade name "Six

Continental Wax, 330 F.2d at 480. Therefore, the appropriate and justified remedy for Enforma's conduct is to prohibit the use of the trade names "Fat Trapper," "Fat Trapper Plus," or any variation thereof for its chitosan-based product, and the trade name "Exercise In A Bottle" or any variation thereof for its pyruvate-based product, unless and until it can provide competent and reliable scientific evidence supporting the claims therein.[12]

C. DEFENDANTS AND EHRMAN SHOULD BE REQUIRED TO RESPOND TO DISCOVERY REQUESTS CONCERNING THE POST-ORDER ADVERTISING AND SALE OF THE ENFORMA SYSTEM OUTSIDE THE UNITED STATES

As part of its efforts to present the Court with the full scope of Enforma's post-Order advertising, promotion, offering for sale and sale of and revenues from the Enforma System, Fat Trapper, Fat Trapper Plus and Exercise In A Bottle, the Commission sought to elicit discovery of these facts as they pertain to advertising, sales and revenues outside the United States after May 11, 2000. Defendants have objected to and refused to answer many of these discovery requests. For example, when requested to admit that "Enforma Natural or its authorized licensees caused the first Enforma infomercial to be broadcast on television after May 11, 2000 outside the United States," Enforma wrote that it "objects to this request on the ground that it calls for irrelevant information." Exh. 11, No. 62. Enforma asserted identical objections to numerous other requests for admission on this subject. *See id*. RFA Nos. 63-71, 121-42. Defendants' blanket objection is without merit and should be rejected.

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[12] As a logical extension of an order to excise the trade names "Fat Trapper" and "Exercise In A Bottle," the Court should also order that any products bearing these names presently in the distribution or retail chain be recalled so that these unsubstantiated claims are no longer disseminated to the public.

In the related *Garvey* case, the defendants there (represented by the same attorneys as are defendants and Ehrman here) also refused to respond to the Commission's discovery requests pertaining to the advertising and sale of and revenues from the Enforma System, Fat Trapper and Exercise In A Bottle outside the United States. The Commission filed a motion to compel that discovery and a hearing was held before U.S. Magistrate Judge Woehrle, the same magistrate judge assigned to this case. Judge Woehrle considered the extensive briefs presented by the parties, heard oral argument, granted the Commission's motion and required the *Garvey* defendants to respond to this discovery. Exh. 12. Despite this ruling, defendants here refuse to provide this discovery.

As Judge Woehrle held, the standard employed for determining whether recipients must respond to discovery requests regarding their activities outside the United States is not whether the FTC has extraterritorial jurisdiction. Rather, the question is whether discovery regarding the advertising, promotion, and sale of the Enforma System outside the United States is "reasonably calculated to lead to the discovery of admissible evidence." Fed. R. Civ. P. 26(b)(1). Under this broad scope of discovery, Judge Woehrle held that the Commission is entitled to discover whether the Enforma System was advertised or promoted outside of the United States, where, when, how often, and how much money was paid to Enforma as a result of sales generated in those countries.

Even under a more stringent standard for discovery than Rule 26(b)(1), the FTC is entitled to discovery on the extent to which the Enforma System was advertised, promoted or sold outside the United States. The FTC Act clearly authorizes the Commission to exercise its enforcement authority over deceptive sales made by domestic entities to consumers in foreign countries. Section 5 of the FTC Act gives the Commission authority to prohibit "unfair or deceptive acts or practices in or affecting commerce." 15 U.S.C. § 45(a)(1). "Commerce" is

defined in Section 4 of the FTC Act to include "commerce . . . with foreign nations." *Id*. § 44. The Order at issue in this case contains absolutely no limitations on its geographic scope and, in fact, adopts a finding that "[t]he acts and practices of the defendants were or are in or affecting commerce, as

franchise was to be entirely outside of the United States. The Commission played no role in that litigation – not even as an amicus. The *Nieman* court observed that the language and history of the Franchise Rule made it clear that the FTC never intended that the Rule "protect franchisees in foreign countries." *Nieman*, 178 F.3d at 1131. Any question of the reach of the FTC Act is irrelevant to the holding in *Nieman*, and the court's discussion of it is purely dictum.

Third, the reasoning behind *Nieman*'s discussion of the FTC Act is flawed. The *Nieman* court analogized the FTC Act to Title VII of the Civil Rights Act of 1964, which the Supreme Court held did not apply extraterritorially in *EEOC v. Arabian Am. Oil Co.*, 499 U.S. 244 (1991). However, the language of Title VII, unlike the FTC Act, did not explicitly cover commerce with foreign nations and is therefore not analogous. More analogous to the FTC Act is the Securities and Exchange Act of 1934, which defines commerce as commerce "among the several States, or between any foreign country and any State . . . ." 15 U.S.C. § 78c(a)(17). Cases interpreting the Securities and Exchange Act of 1934 have held that that statute has extraterritorial reach. *Alfadda v. Fenn*, 935 F.2d 475 (2d Cir. 1991); *Psimenos v. E.F. Hutton & Co.*, 722 F.2d 1041 (2d Cir. 1983); *SEC v. Briggs*, 234 F. Supp. 618 (N.D. Ohio 1964). Indeed, in *Leslie v. Lloyds of London*, 1995 U.S. Dist. LEXIS 15380 at *53-55 (S.D. Tex. Aug. 28, 1995), the court explicitly distinguished *EEOC* and held that the definition of "commerce" under the Securities Exchange Act of 1934 includes the extraterritorial application of that statute.

Finally, even if the reasoning of *Nieman* is correct, its facts are distinguishable. While *Nieman* involved an international dispute brought by a foreign party, this case involves a dispute between the FTC and U.S. citizens. Unlike the *Nieman* case, in this case the plaintiff (the Commission), defendants Enforma and Grey, and Ehrman are all located in or are citizens of the United

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IV. CONCLUSION

For the foregoing reasons, the Commission respectfully requests that the Court issue an Order to Show Cause why defendants Enforma Natural Products, Inc. and Andrew Grey and Enforma Vice President Michael Ehrman should not be held in civil contempt for violating the Stipulated Final Order and Settlement of Claims for Monetary Relief as to Defendants Enforma Natural Products, Inc. and Andrew Grey. Defendants and Ehrman should also be required to answer the Commission's discovery requests pertaining to their advertising and sale of and revenues from the Enforma System, Fat Trapper, Fat Trapper Plus and Exercise In A Bottle outside the United States after May 11, 2000.

Dated: January 3, 2002

Respectfully submitted,

_____

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 3, 2002, a true and correct copy of the foregoing MEMORANDUM IN SUPPORT OF PLAINTIFF'S APPLICATION FOR AN ORDER TO SHOW CAUSE WHY DEFENDANTS ENFORMA NATURAL PRODUCTS, INC. AND ANDREW GREY AND NONPARTY MICHAEL EHRMAN SHOULD NOT BE HELD IN CIVIL CONTEMPT was served in the manner indicated on:

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