

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

FEDERAL TRADE COMMISSION,

Plaintiff,

sources. Defendants also unfairly use non-disparagement, or “gag,” clauses in their sales contracts, and sue, or threaten to sue, purchasers for breach of contract if they complain or threaten to complain to third parties, such as the Better Business Bureau, or post negative comments about the Defendants or their products on internet websites, including for truthful or non-defamatory negative comments.

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2), (b)(3), (c)(1), (c)(2), (c)(3), and (d) and 15 U.S.C. § 53(b).

### **PLAINTIFF**

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits false advertisements for food, drugs, devices, services, or cosmetics in or affecting commerce.

5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A).

### **DEFENDANTS**

6. **Defendant Roca Labs, Inc.** (“RLI”) is a corporation with an office or place of business at 7261A, Tamiami Trail S, Sarasota, Florida 34231. RLI also uses the mailing address PO Box 5309, Sarasota, Florida 34277 in conducting business. At times relevant to this Complaint, RLI has advertised, marketed, promoted, and sold dietary supplements and food products, including, from approximately 2009 through the present, the Roca Labs

“Formula” and the Roca Labs “Anti-Cravings” powder, to consumers throughout the United States. RLI has sold the Roca Labs “Formula,” and “Anti-Cravings” powder directly to consumers via the internet, including th

district. From 2009 through the present, acting alone or in concert with others, Juravin has formulated, directed, controlled, had the authority to control, or

common control, officers, business functions, employees, and office locations. Because these defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Juravin and Whiting have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of RLI and RLNU that constitute the common enterprise.

**COMMERCE**

11.

14. Defendants list the Roca Labs Anti-Cravings ingredients as Beta Glucan and Fibersol®-2, and state: “FDA approved Beta Glucan helps lower cholesterol and blood pressure as part of a healthy diet for the he

Defendants' Search and Social Media Advertising

19. In numerous instances, Defendants have directed consumers to Roca Labs Websites using online advertising. Defendants have spent millions of dollars since at least 2011 to serve online advertisements through Google, Yahoo, Bing, and Facebook, including text advertisements directed to consumers using the Google, Bing, and Yahoo search engines (“Search Ads”).

20. For example, Google, Bing, and Yahoo searches for terms relating to Roca Labs products have resulted in numerous clicks to Roca Labs Websites. Defendants have used these search engines to target consumers who are likely to be interested in Roca Labs products.

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e. [Bing, search term “gastric sleeve,” March 25, 2015]

f. [Bing, search term “Roca Labs,” March 25, 2015]

g. [Yahoo, search term “Roca Labs,” March 26, 2015]

h. [Yahoo, search term “gastric bypass surgery,” March 26, 2015]

21. Defendants also advertise, market, and promote their products, and direct consumers to Roca Labs Websites, through: banner and text advertisements displayed on third-party websites and in third-party mobile applications; social media and video sites, including Facebook, Twitter, Pinterest, Google+, YouTube, and Vimeo; and on-line news to 04 March 2015





**b. How does it work?**

NEW: a dose of the Roca Labs formula is mixed with water and turns into 350cc stomach-sized red mixture. Successful users report that when consumed in the morning, the Regimen creates

\* \* \* \*

Instead of counting the calories you eat, let's look at the calories you'll automatically spare your body with Roca Labs® Formula. From day one, you will eat HALF the portions you are used to, and begin to burn more calories than you consume. . . . Many users eat as much as 2,000 fewer calories a day while using the Formula, which translates to 17 lbs. a month!

(From Exhibit A at 11-12, <https://>

(From Exhibit B at 6, <http://mini-gastric-bypass.me/answers/maximizing-success/90-success-rate>, April 22, 2015.)

**g. Shrinking Stomach**

During a 3 to 6 month regimen, you will find that your stomach is “shrinking” in capacity and you are naturally are [sic] eating smaller quantities of food and refraining from fatty, unhealthy foods. Your use of the Silica® mixture will be diminishing in frequency and dose quantities throughout the Shrinking Stomach® process.

With only 20% stomach available, you eat less and can lose 4-7 lbs/wk.

(From Exhibit B at 9, <http://mini-gastric-bypass.me/orders>, March 27, 2015.)

**h. Can My Child Take the Formula?**

Many children have used the Formula successfully and safely. All active ingredients are 100% natural and based on healthy fibers. There are no known related risks from the Formula, but

(From Exhibit A at 18; <http://rocalabs.com/faq/medical/weight-loss-for-kids>, May 6, 2015.)

25. Roca Labs Websites and social media pages also include videos describing the purported effectiveness of Roca Labs products for weight loss. Defendants' representations about the products in these videos include:

- a. What is the Formula? Roca Labs' Formula is a medical innovation that creates a natural gastric bypass effect in the stomach. It's based on healthy fibers, and it's classified as a food supplement. Just mix with water, take it each morning, and it immediately expands to physically fill your stomach. For the next 10 to 16 hours, only 20% of your stomach will be available for food intake. Your new, small stomach will force you to eat 50% less from day one.

\* \* \* \*

The Formula has been used in Europe for six years, and has a 90% success rate. Compared to gastric bypass surgery, the Formula is less risky, faster, healthier, and has almost no side effects or complications. And, at the low price of \$480, it's a fraction of the cost of gastric bypass surgery, which can be \$8000 or more. The Formula also includes the unique ingredient, beta glucan, which balances blood sugar levels and fights your cravings for sweets and snacks, something that surgery isn't capable of doing. You'll not only eat less food without feeling hungry, you'll eat healthier too. The Formula is kosher, and it's manufactured in an FDA compliant facility, under GMP rules.

(From <https://rocalabs.com/gastric-bypass-no-surgery> and

<https://rocalabs.com/faq/general/what-is-roca-labs-procedure> - "What is the Roca Labs Procedure" video.)

- b. Well I'm sure you're wondering, what is the success rate? Roca Labs' Formula is scientifically proven to have a 90% success rate. It will always achieve a gastric bypass effect by physically occupying your stomach, leaving only 20% available space for 10-16 hours. You'll eat 50% less, and can spare your body as much as 2,000 unnecessary calories a day without feeling any urge to overeat. That equals 15 pounds a month.

(From <https://rocalabs.com/faq/general/roca-labs-success-rate>, “What is the Success Rate?” video.)

- c. Sorry for being so direct, but you’ve been obese for a long time. Friends, and doctors, have advised you to do something about it. You don’t like the way you look, and your health is suffering. Your weight has affected your love life, self-esteem, and advancement in life. Of course you want to have a normal weight. Your willpower is strong. But you never had a strong enough weapon to defeat your over-eating disorder. You’ve probably tried everything: diets, pills, maybe exercise. Now you feel you have no choice but to do something extreme to turn your life around. You’ve thought about surgery, but worry about the complications, expense, and restrictions.

\* \* \* \*

Before choosing surgery, you should know that there is an alternative, a natural, healthy formula that creates an effect similar to a gastric bypass. Though the Formula is very strong, it doesn’t have the complications of surgery.

\* \* \* \*

The Formula contains an FDA-approved ingredient called beta glucan. Beta glucan has many benefits, including lowering cholesterol and blood pressure, and strengthening your immune system. But it also balances blood sugar levels, and this lowers or eliminates your need for sweets and snacks.

(From <https://rocalabs.com/regimen/gastric-bypass-alternative>, “Fat is unhealthy and ugly. - Gastric Bypass Alternative ® can”.)

26. Defendants’ pages on third-party sites, including YouTube.com and Facebook.com, also include weight-loss claims about their products, have repeated claims Defendants have made about their products on Roca Labs Websites, or linked to Defendants’ Roca Labs Website pages that make or have made such claims. For example, the top portion of a YouTube page with links to Defendants’ videos includes this ad:

(Image from [www.youtube.com/user/RocaLabs](http://www.youtube.com/user/RocaLabs), March 24, 2015.)

27. The Roca Labs Websites include documents purporting to be authored by a doctor, or other medical professional, describing the health and weight reduction benefits of the Roca Labs products, and summarizing the scientific literature evidencing those benefits.

28. Defendants have included on the RocaLabs.com website, accessible under a “Medical questions” link, a document titled “Letter to Your Doctor V1-Aug12,” with the subheading, “Health benefits and weight reduction in medical terms.” The “Letter to Your Doctor” has, at times, been attributed to “Dr. Ross, Director of Medical Team,” “Ross Finesmith, MD, Medical Consultant,” or “an independent medical consultant.” Defendants have included a similar document on the Mini-Gastric-Bypass.me website, under an “Ask the Doctor, Medical Evidence for Success” link. Among other statements, the “Letter to Your Doctor” and “Medical Evidence for Success” document describes Dr. Finesmith’s, or the “independent medical consultant’s,” experience with the Roca Labs Formula, and discusses the purported efficacy of the Roca Labs Formula for weight loss, including as follows:

- a. I am an independent medical consultant and I’m writing this letter to describe the weight management regimen from Roca Labs® that your patient is interested in.

The Roca Labs Formula® is a mixture of natural ingredients that have been shown in multiple medical studies to provide euglycemic control, early and prolonged satiety, and a reduced desire to consume the amount of food your patient is currently eating. Although the ingredients are available separately, it is the proprietary combination that provides the greatest benefit.

\* \* \* \*

I am not an employee of Roca Labs and I have formed an independent conclusion based on the available medical information. I have had many patients on the Roca Labs Procedure and all have been satisfied with the immediate reduction in appetite, cravings and weight loss. I tried the formula myself and can confirm these findings. I hope you consider trying the Roca Labs Formula before prescribing risky medications or surgery.

(From Exhibit A at 23-25, May 6, 2015.)

- b. My research has not found any other weight loss that has the efficacy, or biological potential, to help those with obesity lose weight. This is why we can make the statement that “the Roca Labs Formula is probably the strongest weight loss pharmaceutical agent on the market today.” Successfully following the Roca Labs guidelines has consistently resulted in clients losing 5% of their body weight every month. This is accomplished primarily by not feeling hungry and the severe reduction in cravings for snacks. Therefore, the clients calorie intake is reduced significantly. Most report a 50% reduction in the amount of food they eat. Those that exercise daily, experience even faster weight loss.

\* \* \* \*

There is considerable medical and scientific research to support the health and weight loss benefits of the active ingredients in the Roca Labs Formula. Below is a summary of the literature that supports the ingredients in the Roca Labs proprietary formula as effective in weight loss and additional health benefits. Please review and let me know if you have any questions.

(From Exhibit B at 11-12, May 11, 2015.)

29. None of the literature cited or summarized in the “Letter to Your Doctor” or the “Medical Evidence for Success” documents reports or describes any study or clinical trial of Roca Labs Formula or Roca Labs Anti-Cravings. Indeed, in the fine print of the “Terms and Conditions” on the RocaLabs.com website, Defendants indicate that their statements



Use of the caduceus symbol in versions of the Roca Labs logo, and in videos;  
Videos featuring spokespersons

32. Defendants solicit “Success Videos” from purchasers by offering to pay them up to fifty percent of their money back for providing videos documenting their weight loss:

You can earn money back as a reward for losing weight. Simply document your weight loss from your starting weight to achieving your weight loss goal. Demonstrate your weight loss with smaller size clothing, using the Success Belt or show your body in a clear convincing way. When you achieve your weight loss goal and send us the video, you will receive Money Back Reward or up to \$1,000.00 within 10 days conditional and based on:

1. You must have passed the 3 stage goal
2. Your documented success is inspirational & convincing
3. Your claimed weight loss is evident in the “before & after”

The weight loss goal for purchasers will vary by individual and the information they provide in Defendants’ Health Application, but the goal may be a substantial amount of weight. For example, the Defendants may assign to a person stating that they weigh approximately 240 pounds a total “weight loss goal” of more than 120 pounds, with four intermediate goals in excess of 20 pounds each.

33. Defendants set out criteria for videos they deem acceptable, and prescribe the types of positive comments it should include:

In short, to get this reward, film yourself now, during and after you’ve reached your goal. The video should be about 10 minutes long, talk about your past eating problems, the ease of using the Program, how much weight you’ve lost and how your life has changed. You can tell us about improvements in your health, self-esteem, relationships and love life, and even compliments you’ve received about your new look. Your video must be real, convincing and of good quality.

34. Other than some possibility of obtaining money-back rewards for submitting “Success Videos,” purchasers have few options to obtain money back for products they order from the Defendants due to Defendants’ general refusal to refund money once orders are deemed placed.

35. Neither the testimonial videos about weight loss resulting from use of Defendants' products, nor the Roca Labs Websites, social media pages, or other advertisements that include or lead to them, adequately disclose that the persons depicted in the videos were offered or paid any compensation in exchange for their testimonial.

36. In addition to the Roca Labs Websites described above, Defendants also post, or cause to be posted, purportedly objective or independent information favorably discussing Roca Labs products on one or more internet websites. For example, Defendants, or persons hired to work on behalf of Defendants, post testimonials or other information touting Roca Labs products on third-party blogging platforms or websites without disclosing their affiliation with Defendants. Defendants also

Labs “[m]edical claims are correct, FDA regulations are observed, but not all the articles on the site are updated.” (From Exhibit C at 2-3, <http://gastricbypass.me/surgical-alternatives>, April 3, 2015). There is no disclosure on the GastricBypass.me site that it is operated by the Defendants, is affiliated with RLI or RLNU, or that the site’s owners or operators sell Roca Labs products.

**Defendants’ Purchase Process**

38. Defendants advertise that a “Basic” package of their products, for “Up to 80 lbs to lose,” costs \$480 (in a single payment) for purchasers with “valid health insurance,” including a “3-4 months supply” of Roca Labs Formula and an approximately three-month supply of Roca Labs Anti-Cravings. Purchasers also are given the option to pay in installments. Defendants charge non-insured consumers \$640 for the same package. Defendants advertise other packages featuring larger quantities of product and greater levels of customer service, for higher prices, f pru(ers \$to 8],f custom)8(er-1. packasves, )JTJ 0.0001 Tc -0.0011nd

psychological or emotional issues relating to their weight, including past weight-loss failures, depression, and binge eating.

41. After entering shipping, order, and billing information, purchasers must check a box next to a statement, which reads in part, “I have read and agree to the terms, privacy, and money back reward / return policy[.]” The “terms” and other referenced documents are accessible at that point via hyperlinks in the words, but are not presented in the purchase process otherwise.

42. When Defendants ship their products to

necessary, start slowly and gradually increase to at least 30 minutes daily.” Purchasers are also urged to “video document [their] success” once a week, including “evidence of weight loss,” to get “up to 50% Money Back.” The insert states that purchasers “have 73% more chance to succeed when” they visually document their progress. Aside from its inclusion in shipped packaging, the “Roca Labs Procedure Rules & Diet” insert is only accessible to prospective purchasers on Roca Labs Websites via a “Support” link.

### **Defendants’ Gag Clauses and Legal Threats**

employees, regardless of the purchasers' outcomes. The Terms have also purported to require purchasers to pay the "full price" should the purchaser breach the Gag Clause or other provisions of the Terms:

You agree that regardless of your personal experience with RL, you will **not** disparage RL and/or any of its employees, products or services. This means that you will not speak, publish, cause to be published, print, review, blog, or otherwise write negatively about RL, or its products or employees in any way. This encompasses all forms of media, including and especially the internet. This paragraph is to protect RL and its current and future customers from the harm of libelous or slanderous content in any form, and thus, your acceptance of the [Terms] prohibits you from taking any action that negatively impacts RL, its reputation, products, services, management, or employees. We make it clear that RL and its Regimen may not be for everyone, and in that regard, the foregoing clause is meant to prevent "one person from ruining it for everyone." Should any customer violate this provision, as determined by RL in its sole discretion, you will be provided with seventy-two (72) hours to retract the content in question. If the content remains, RL would be obliged to seek all legal remedies to protect its name, products, current customers, and future customers.

If you breach this Agreement, as determined by RL in its sole discretion, all discounts will be waived and you agree to pay the full price for your product. In addition, we retain all legal rights and remedies against the breaching customer for breach of contract and any other appropriate causes of action.

(From Exhibit D at 8-9).

47. Versions of the Terms Defendants used prior to December 2014 also included similar Gag Clauses and legal sanctions for breach, including paying the purported full product price. Exhibits E-G.

48. The Terms Defendants have used since December 2014 (Exhibit D at 7) state that "[t]he full price for your custom Regimen and RL support is \$1580" and that purchasers agree to the Gag Clause, and to promote Roca Labs and its products, in exchange for a "discount" (i.e., the \$480 advertised price). This purported "full price" is not revealed to potential purchasers except in the Terms. Previous versions of the Terms (Exhibits E-G) had

also stated that the “full price” for the Roca Labs products and support is \$1580, and characterized the lower, advertised prices that purchasers had actually been charged as “conditional,” “discounted,” or “subsidized” prices afforded to purchasers in exchange for their agreement to the Gag Clause and to other provisions in the Terms. An August 2014 court filing on behalf of RLI, verified by Juravin, asserts that the “discount price” for Roca Labs products is “optional,” but that “99%” of purchasers agree to the Terms in exchange for the “discount price.”

49. A version of the Terms Defendants used prior to December 2014 (Exhibit E at 9-10) provided that Defendants, in the event a purchaser violated the Gag Clause, had the right to sue purchasers for an injunction, immediately bill them for \$3500 in court costs and legal fees until they are determined in court, and immediately revoke all “discounts” that purchasers purportedly received. This version of the Terms further provided that Defendants could, after thirty days, report any such charge that remained unpaid to consumer reporting agencies, and forward the unpaid charges to a collection agency. This version of the terms also provided that Defendants could require purchasers who violated the Gag Clause to execute a notarized affidavit stating that their “disparaging remarks or review contained factually inaccurate material, was incorrect and breached [the Terms].” A version of the Terms used from approximately September 2012 into mid-2014 (Exhibit G at 10) provided that the purchaser further agreed that “any report of any kind on the web will constitute defamation/slander,” and agreed “to a predetermined compensation of \$100,000. You agree and understand that you can not [sic] talk badly about the Formula because of any frustration you might have with the support department or your misunderstanding.”

50. Defendants also send purchasers a two-page, large-print “Summary” of the Terms with their orders. The summary states, in pertinent part:

Discount Policy. We believe in our customers and that word of mouth is the best promotion. **We are here to help you.** You were given a discount off the unsubsidized price of \$1580 in exchange for your agreement to promote our products and when possible share your weight loss success with us (keep the youtube videos coming). **As**



**part of this endorsement you also agree not to write any negative reviews about RLN or our products.** In the event that you do not honor this agreement, you may owe immediately the full price of \$1,580.

(From Exhibit H at 2 (emphasis in original).)

51. In numerous instances, Defendants have threatened to sue, for breach of the Gag Clauses, purchasers who stated that they had or would complain to third parties, such as the Better Business Bureau, or post negative comments about Defendants, their products, or their employees on internet websites. Defendants have also threatened complaining purchasers who have sought refunds by telling them that they would be subject to liability for extortion or defamation for threatening to post, or posting, truthful negative reviews about the Defendants, their products, or employees, or that their “discounts” would be revoked and that they would owe Defendants the “full” price of the Defendants’ products.

52. Defendants in some instances have filed lawsuits against purchasers who have posted such negative comments, alleging breach of the Gag Clauses. Defendants also have sued, for allegedly inducing purchasers to breach the Gag Clauses, a company that runs an online site that allows consumers to post complaints about businesses, including the Defendants’ business, online.

53. Lawsuits the Defendants have filed against purchasers have included, and made public, information those purchasers provided in response to the Defendants’ Health Application. Defendants also have disclosed information purchasers submitted in response to the Defendants’ Health Application to credit card processors and banks in disputes with purchasers over credit card chargebacks.

#### **VIOLATIONS OF THE FTC ACT**

54. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts of practices in or affecting commerce.”

55. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

56. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the dissemination of any false advertisement in or affecting commerce for the purpose of inducing, or which is likely to induce, the purchase of food, drugs, devices, services, or cosmetics. For the purposes of Section 12 of the FTC Act, 15 U.S.C. § 52, Roca Labs “Formula,” and Roca Labs “Anti-Cravings” are either “foods” or “drugs” as defined in Sections 15(b) and (c) of the FTC Act, 15 U.S.C. §§ 55(b) and (c).

57. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers themselves cannot reasonably avoid and that is not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

**COUNT I**  
**DECEPTIVE WEIGHT-LOSS CLAIMS**

58. Through the means described in Paragraphs 12-40, Defendants have represented, expressly or by implication, that:

- a. Use of Defendants’ products, including Roca Labs Formula and Roca Labs Anti-Cravings, enables the user to reduce food intake by fifty percent and to lose substantial amounts of weight quickly, including as much as 21 pounds in one month, and as much as 100 pounds in seven to ten months;
- b. Ninety percent of users of Defendants’ products, including Roca Labs Formula and Roca Labs Anti-Cravings, will lose substantial amounts of weight;
- c. Defendants’ products, including Roca Labs Formula and Roca Labs Anti-Cravings, are comparable or superior to bariatric surgery in providing weight-loss benefits; and
- d. Defendants’ products, including Roca Labs Formula and Roca Labs Anti-Cravings, are safe and effective for weight loss in children as young as six years old.

59. The representations set forth in Paragraph 58 are false or misleading, or were not substantiated, at the time the representations were made.

60. Therefore, the making of the representations set forth in Paragraph 58 constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

**COUNT II**

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65. Defendants' practices as described in paragraph 64 have caused or are likely to cause substantial injury to consumers that is not reasonably avoidable by consumers and that is not outweighed by countervailing benefits to consumers or competition.

66. Defendants' practices as described in paragraph 64 therefore constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a) and (n).

**COUNT IV**  
**MISREPRESENTATIONS ABOUT GASTRICBYPASS.ME**

67. Through the means described in Paragraphs 36-37, Defendants have represented, expressly or by implication, that Gastricbypass.me is an independent, objective resource for research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, and about Roca Labs products.

68. In fact, Gastricbypass.me is not an independent, objective resource for research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, or about Roca Labs products.

69. Therefore, the representation set forth in Paragraph 67 is false or misleading, and constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**COUNT V**  
**FAILURE TO DISCLOSE MATERIAL CONNECTIONS**

70. Through the means described in Paragraphs 31-37, Defendants have represented, expressly or by implication, that:

- a. persons who have posted or provided testimonials or other information about Defendants' products, including Roca Labs Formula and Roca Labs Anti-Cravings, are satisfied users of the products; and
- b. Gastricbypass.me provides research and information related to bariatric surgery and alternatives to bariatric surgery for weight loss, including an alternative sold by Roca Labs.

71. In numerous instances in connection with these endorsements, Defendants failed to disclose, or disclose adequately, that:

- a. Defendants promised or paid the persons referred to in

**COUNT VII**  
**DECEPTIVE DISCOUNT CLAIM**

76. Through the means described in Paragraphs 44-53, Defendants have represented, expressly or by implication, that purchasers have agreed to pay the difference between the purported “discount” price charged and the purported “full price” if they post negative comments or reviews about the Defendants, their products, or employees.

77. In fact, purchasers have not agreed to pay the difference between the purported “discount” price charged and the purported “full price” if th

**PRAYER FOR RELIEF**

81. WHEREFORE, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and the Court's own equitable powers, requests that the Court:

A. Enter a temporary, preliminary, and permanent injunction to prevent future violations of the FTC Act by Defendants;

B. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

C. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

JONATHAN E. NUECHTERLEIN  
General Counsel

Dated: September 24, 2015

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